



East Bay Regional Communications System Authority



Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, California Department of Transportation, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

FINANCE COMMITTEE MEETING

NOTICE OF REGULAR MEETING

DATE: May 15, 2026

TIME: 11:00 a.m.

PLACE: Alameda County Office of Emergency Services,
4985 Broder Blvd. Room 1013, Dublin, CA 94568
2467 Argonne Way, Long Beach, CA 90803
1025 Escobar St, Conference Room 407, Martinez, CA
Via Zoom

<https://us06web.zoom.us/j/87589538215?pwd=pU0GwiSETmmHMVjpvfoulbMzCB5KVX.1>

AGENDA

1. Call to Order/Roll Call/Introductions
2. Public Comments (Meeting Open to the Public):
At this time, the public is permitted to address the Committee on items within the Committee's subject matter jurisdiction that do not appear on the agenda. Please limit comments to a maximum of three (3) minutes. If you wish to comment on an item that is on the agenda, please wait until the item is read for consideration.
3. Approval of Minutes of February 27, 2026, Finance Committee Meeting
4. Billing Methodology for Alameda County Radio Shop
5. Cost Recovery Policy for Member Agencies
6. Adoption of Proposed FY 2026/27 Budget
7. Approval of Contracts for Professional Services
8. East Bay Regional Communication System Updates
 - Report on Recent Purchases – LCA Architects
 - Walton Lane and Pearl Radio Site Project Updates
 - Solano County Update
 - Subscriber Ad-Hoc Workgroup
 - Motorola Platform Migration v System Replacement

9. Agenda Items for Next Meeting

10. Adjournment

This AGENDA is posted in accordance with Government Code Section 54954.2(a)

If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the EBRCSA at (925) 803-7802 at least 72 hours in advance of the meeting.

I hereby certify that the attached agenda was posted 72 hours before the noted meeting.



David Swing, Executive Director

May 7, 2026



**East Bay Regional
Communications
System Authority**




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AGENDA ITEM NO. 3

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: MAY 15, 2026**

TO: Finance Committee

FROM: David Swing, Executive Director 

SUBJECT: Approval of Minutes of the February 27, 2026 Finance Committee Meeting

RECOMMENDATIONS

Approve the minutes of the February 27, 2026 Finance Committee Meeting

SUMMARY/DISCUSSION

The Finance Committee will consider approval of the minutes of the February 27, 2026 Finance Committee meeting.

Attachment:

1. Draft Minutes of the February 27, 2026 Finance Committee Meeting



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FINANCE COMMITTEE MEETING

REGULAR MEETING

DATE: February 27, 2026

TIME: 11:00 a.m.

PLACE: Alameda County Office of Emergency Services,
4985 Broder Blvd., Room 1013, Dublin, CA 94568
Heritage House, 4501 Pleasanton Ave, Pleasanton, CA 94566
Via Zoom

<https://us06web.zoom.us/j/84967318031?pwd=cEWpbuexf9JRDb7ndb6wnbxBQzaMwH.1>

DRAFT MINUTES

1. Call to Order/Roll Call/Introductions

Chair Smith called the meeting to order at 11:06 a.m.

Present: L. Smith, G. Beaudin, T. Dupuis, J. Ezell, D. Haubert, M. Nino

Absent: None

2. Public Comments (Meeting Open to the Public): None

3. Approval of Minutes of November 21, 2025, Finance Committee Meeting

On motion of Bm. Beaudin, seconded by Bm. Haubert, and by unanimous vote, the Finance Committee approved the minutes.

4. Presentation of Mid-Year Budget Update

Executive Director Swing provided an overview of the mid-year budget. He explained that the Maintenance category reflects expenses paid to two different radio shops. Alameda County's model is a flat reimbursement and Contra Costa County's is an hourly rate and materials formula. The billing methodology was established about 10 years ago.

The Committee requested further study of how the rates charged by Alameda County compare with the current cost of maintenance, including an examination of historical

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charges (year to year) to contemplate fluctuations in cycles. This would be a future discussion for evaluation of changes to budgeting structure for flat vs hourly rate model.

5. Motorola Migration Assistance Plan (MAP)

Executive Director Swing stated that current cashflow projections do not reflect full funding project of the MAP. The total project cost is now estimated at \$60,000,000 starting in 2026-2039.

The Committee had several questions for follow up:

- What is Motorola's end of life date for the new system? Executive Director Swing stated it was not known at this time, and an option is to delay the start date for the implementation of the switch.
- Would a third party be able to support extension of support if Motorola's ends?

6. Provide Policy Direction for Cost Recovery by Member Agencies

Executive Director Swing provided three options for cost recovery and that capacity for the Authority to administer individual invoicing would be facilitated through the Auditor's office's staff resources.

The Committee expressed preference to proceed with Option 3 as the next step and for the policy to be brought to the Board of Director's regular meeting in May after the next Finance Committee meeting in May. The Committee suggested it would be good to reach out to impacted member agencies for a preview of what this means for their budgets.

Preliminary thoughts from the Committee included an administrative charge maximum for an agency that's hosting a site, additional analysis on ability to charge equitable formulas on utility rates when there's shared tenancy on a meter, and reimbursement rates for radio sites versus prime sites.

Bm. Haubert left the meeting at 12:00 p.m.

7. Vallejo/Benicia Subscriber Loss and Asset Transfer

Executive Director Swing said both cities will be transferring on July 1 to Solano County and have requested transfer of ownership of routers, along with responsibility of maintenance and future costs. He presented several options to proceed:

- a. Negotiate for transfer of residual market value to EBRCSA, considering cost and reasonable depreciation schedule (general life span is 7 years).
- b. Create a workgroup to pursue additional subscribers, for example, other private entities as an opportunity to increase the subscriber base given that Authority is using about 20% of system capacity.

On motion of Bm. Ezell, seconded by Bm. Nino, and by unanimous vote, the Committee directed the Executive Director to negotiate the best deal in the Authority's interest for the equipment transfer.

On motion of Bm. Dupuis, seconded by Bm. Beaudin, and by unanimous vote, the Committee recommended the creation of an ad-hoc subcommittee as an item to be brought to the next Board of Directors meeting for approval.

8. Recommend EBRCSA Pay for Expenses Associated to Fire Station 31 Tower Move

Executive Director Swing stated that San Ramon Valley Fire Protection District (SRVFPD) is rebuilding a new tower station. The current tower has EBRCSA equipment on it, and SRVFPD has requested that the Authority cover the cost of moving the Authority's owned equipment. EBRCSA's Consultant estimates the cost of the move as an amount not to exceed \$50,000. Executive Director Swing said the current equipment is 15 years old but still functional and the tower site is still needed to effectuate in-building coverage in Danville. It is recommended that funds be transferred from the CIP budget to cover the cost.

On motion of Bm. Smith, seconded by Bm. Ezell, and by unanimous vote, the Finance Committee approved a recommendation to the Board of Directors for use of CIP funds to pay for the Authority's portion of the SRVFPD Fire Station 31 radio site move.

9. Pearl Radio Shelter Purchase

Executive Director Swing presented three recommendations regarding the shelter.

- 1) Recommend the sole source purchase of a radio shelter from Cell Site Solutions for the Pearl Reservoir radio site.
- 2) Recommend the use of Cell Site Solutions to complete the site work estimated at \$98,000.
- 3) Recommend the purchase of equipment needed to outfit the trailer used as a temporary shelter.

On motion of Bm. Nino, seconded by Bm. Beaudin, and by unanimous vote, the Committee approved the recommendations be brought to the Board of Director's May regular meeting with an amendment to incorporate an RFP process evaluation for the site work.

10. East Bay Regional Communication System Updates

- The City of Antioch Site on Walton Lane – This project is moving forward with creation of site plans.
- Engineering Firm Evaluation Results – CSI is selected as the primary vendor and FE as secondary vendor. The Finance Committee will see contracts for approval for the two services contracts.

11. Agenda Items for Next Meeting

- Presentation of FY 26/27 Budget
- Recommendation of Engineering Firm Contract
- Recommendation of Policy for Infrastructure Cost Recovery by Member Agencies

12. Adjournment – There being no further business, the meeting adjourned at 12:28 p.m.

Jocelyn Kwong
Authority Secretary



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AGENDA ITEM NO. 4

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: MAY 15, 2026**

TO: Finance Committee

FROM: David Swing, Executive Director 

SUBJECT: Billing Methodology for the Provision of Radio Maintenance Services by Alameda County

RECOMMENDATIONS:

Provide a recommendation to the Board of Directors that memorializes the billing methodology for radio services provided by the Alameda County Radio Shop.

BACKGROUND:

In 2013, the County of Alameda and EBRCSA entered into a contract to maintain the radio system in Alameda County. Among other items, the contract required the Alameda County Information Technology Department (ITD) to submit monthly invoices for services performed at an hourly rate of \$125.00. The contract allows for annual increases in price. Alameda County recently increased the hourly rate to \$135.00. The contract is included as Attachment 1.

On June 5, 2015, the Board of Directors considered an adjustment to the contract for radio services provided by Alameda County. According to the agenda reports from June 5, 2015, meeting the Board increased the "not to exceed" (NTE) amount of the contract from \$150,000 to \$600,000. While the agenda report introduced a subscription-based billing model, the agenda report is not clear about the intent of the billing procedure. On one hand, it can be inferred that hourly billing is permitted through a set NTE amount. On the other hand, the agenda report references a subscription model which is typically used for a set fee for services. The June 5, 2015, agenda report is included as Attachment 2.

It should be noted that the final vote and discussion regarding this item were not memorialized in the official record. There were no meeting minutes presented for subsequent review, and no

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audio recording of the session is available. Consequently, the Authority relies on the staff reports and the subsequent billing history to understand the intent of that Board action.

ANALYSIS:

To evaluate the most appropriate billing method for the Authority, a time study was recently conducted analyzing the labor hours reported by the Alameda County Information Technology Department (ITD) for the previous two calendar years (2024 and 2025) and the first three months of 2026. Based on the reported hours worked in 2024, 2025 and the first three months of 2026, the terms of the existing contract, and planned work in the coming year, Authority Staff estimates the charges in FY2026/27 will not exceed \$450,000.

The findings of the time study indicate the following:

- **Labor Value:** When applying the current hourly rate of \$135.00 to the actual hours reported, the total cost of services provided is consistently lower than \$600,000.
- **Cost Savings:** Transitioning to a time-based model would likely result in a reduction in expenditures for the Authority, as payments would reflect actual work performed rather than a projected maximum.
- **Rate Review:** While the \$135.00 hourly rate was used as the benchmark for this study, this rate has not been formally audited in several years. ITD intends to conduct a review of the rate charged to ensure it remains equitable for the County.

ITD provided a memo to justify the expenses associated with EBRCSA. The memo is included in Attachment 3. In summary, the memo acknowledged the current rate is below their cost recovery threshold and uses an hourly rate of \$170.00 as an illustration of potential costs. The memo also justifies the current flat fee model through the 24-hour 7-day response requirement and by dedicating two FTE Technicians and one FTE supervisor to EBRCSA. An increase in the hourly rate from \$135 to \$170 would result in a \$100,000 increase in the cost of services based on the projection of hours worked. Alameda County is presently conducting a fee study to revise their hourly rate.

Staff intends to use a third-party subject matter expert to validate the hours attributed to individual tasks to ensure the hours reported align with industry standards.

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FISCAL IMPACT:

The proposed change is expected to result in a decrease in annual operating costs for radio maintenance services. Based on the data from the 2024–2026 study, EBRCSA would have realized a budget surplus had it been billed hourly. The exact fiscal impact for the upcoming fiscal year will depend on the volume of service requests and ensure the billing of hours worked complies with the contract and industry best practices.

RECOMMENDATION:

Staff requests the Finance Committee discuss the change from a flat-fee model of service to a reimbursement based on an hourly rate and formalize a recommendation for the consideration of the Board of Directors. Since there is no record of the prior action from 2015, Staff requests the Committee provide a recommendation to the Board of Directors to memorialize its intent for the billing of services.

Attachments:

1. 2013 Contract Between Alameda County and EBRCSA
2. June 5, 2015 Agenda Report – Item 9.1
3. Justification Memo from Alameda County ITD to EBRCSA Director

**MEMORANDUM OF UNDERSTANDING
FOR
EBRCSA SUPPORT SERVICES**

This Memorandum of Understanding ("MOU") is entered into as of Friday, May 31, 2013 by and between the County of Alameda ("County"), a political subdivision of the State of California, acting by and through its General Services Agency ("GSA") and Information Technology Division (ITD), and the East Bay Regional Communications System Joint Powers Authority ("EBRCSA"), a cooperative agency established pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California, for the purpose of acquiring, planning, designing, constructing, operating and maintaining a P25 compliant or equivalent communications system (the "System") serving Alameda and Contra Costa Counties and their individual political jurisdictions under the authority of and pursuant to the Joint Exercise of Powers Act, Chapter 5 of Division 7 of Title 1 of the California Government Code (collectively, the "Parties").

RECITALS

WHEREAS, the EBRCSA has the power to acquire real, personal and intangible property and to plan, design, finance, construct, operate, and maintain public safety radio communication systems, facilities and related structures, and appurtenances and incidental improvements thereto; and

WHEREAS, the EBRCSA desires to engage cost effective and responsive services related to the operation, and maintenance of public safety radio communication systems, facilities and related structures, and appurtenances and incidental improvements thereto ("Communications Operations Support Services"); and

WHEREAS, GSA and ITD have the knowledge, skills, experience, and general qualifications necessary to assist EBRCSA through provision of Communications Operations Support Services; and

WHEREAS GSA has provided Communications Operations Support Services to support the EBRCSA design, installation, and ongoing maintenance on County owned communications towers, shelters, various County buildings, and at numerous city owned public safety answering points ("PSAP"); and

WHEREAS GSA and ITD will continue to provide radio system support services previously provided by the GSA Communications Electronics Division; and

WHEREAS GSA has already committed, time, staffing and resources to support the infrastructure and microwave communications at some of the same sites supporting the EBRCSA

System; and

WHEREAS, the County of Alameda has and will retain property ownership of communications infrastructure and therefore has an interest in ensuring appropriate maintenance and support of the infrastructure; and

WHEREAS, the EBRCSA desires to retain ITD and GSA for provision of Communications Operations Support Services as set forth herein; and

WHEREAS, the EBRCSA works to maintain interoperable, public safety services in the interest of Alameda County residents.

NOW, THEREFORE, in consideration of the covenants of the Parties expressed in this MOU, the Parties agree as follows:

1. SERVICES

EBRCSA will contract with the County for the performance of designated Communications Operations Support Services during each year this MOU is in place. ITD shall bill EBRCSA for those routine services provided by both ITD and GSA pursuant to the terms of this MOU. GSA shall bill EBRCSA for non-routine services on an as requested basis.

1.1 Communications Operations Support Services (routine) - ITD shall provide the following Communications Operations Support Services to EBRCSA in support of EBRCSA operations:

1.1.1 Communications (Radio Division) – ITD will: provide maintenance and installation of P-25 Radio Site land Mobile Radio Hardware and software, microwave equipment, fleet map design and other radio and microwave system consulting services, and radio equipment procurement; provide maintenance at County owned radio and microwave tower sites; and provide maintenance, installation, procurement and consulting services for a general electronics system necessary to support installed radio equipment and towers.

1.1.2 Microwave System Support – The EBRCSA System relies upon a functioning microwave infrastructure to enable communication. Responsibility for the microwave maintenance will be shared by GSA and ITD.

1.1.3 PSAP Dispatch Console Support – ITD will provide maintenance and installation services to support the PSAP Dispatch console interface to the EBRCSA System. The PSAP Dispatch consoles are equipment owned and operated by EBRCSA and participating agencies. The hardware and software interface between the PSAP Dispatch consoles and the EBRCSA system will be supported by ITD; provided however, that such support shall exclude support of the PSAP dispatch console user operations, and user related equipment such as headsets.

1.1.4 Third Party Services – Upon occasion, as it may be necessary, and only upon the prior written approval of EBRCSA, ITD may hire or arrange for 3rd party support services from either Alameda County General Services Agency, or from outside providers.

1.1.5 Training and Certification – ITD will ensure that staff is trained to manage the support services required by the EBRCSA System.

1.1.6 Site Infrastructure Maintenance and Security – GSA will provide site infrastructure maintenance and security systems as necessary to operate sites and monitor site access. Preventative and corrective maintenance will be performed to ensure that back-up power generation equipment is permitted, routinely tested as permits allow, and functioning to System specifications. These services may include planning, engineering, installation and maintenance of Radio Site power supplies, generators, shelters, tower or mono poles, pathways, and related facilities. No work will be performed without the prior written approval of EBRCSA. BMD will continue electronic surveillance and security monitoring technologies.

1.1.7 Utilities – GSA will provide for all necessary utilities at communications tower sites, owned by Alameda County, and at the Master Site Controller location (Alameda County EOC), as described in Exhibit A, attached hereto and incorporated herein by this reference. Charges will be pursuant to Exhibit B, attached hereto and incorporated herein by this reference.

1.1.8 EBRCSA System Meetings and Consultation – ITD will provide staff to attend EBRCSA System meetings and offer consulting service support as required by EBRCSA.

1.2 Communications Operations Support Services (as needed)

1.2.1 Project and Construction Management - GSA agrees to provide A&E, project management, and construction services for new capital projects on a project specific basis, as requested by EBRCSA. GSA site development services include site surveys, engineering, planning, coverage modeling and specification development

for site related construction. For each project the Parties shall enter into a specific agreement that defines the scope of services to be provided, roles and responsibilities, timeline, proposed cost and schedule.

1.2.2 Real Property Management – For all Alameda County owned property, GSA will provide real property management services such as lease administration, asset acquisition and disposal, on a project specific basis. For each project, the Parties shall enter into a specific agreement that defines the scope of services to be provided, roles and responsibilities, timeline, proposed cost and schedule.

1.2.3 Site Records Retrieval – GSA will timely make available all records, structural, environmental or other analytical reports, photographs, drawings, certifications, relevant lease agreements and other information in the County of Alameda's possession concerning sites, if so requested by EBRCSA.

2. PAYMENT

2.1 Billings – Services performed by GSA and ITD will be billed at the current Fiscal Year hourly rates. For routine services ITD will prepare billings on behalf of the County. For non-routine services as needed, ITD and GSA will bill EBRCSA directly. For non-routine services charges will be billed on a fee for service basis based on the applicable project specific agreement.

2.1.1 Fiscal Year Rates – The hourly rate may be revised in each succeeding fiscal year to reflect its then current Internal Service Fund rates. Based on the Estimated SERVICES SCHEDULE referenced in Section 3, the total GSA and ITD fees for Fiscal Year 2012-13 are described in Exhibit B.

2.1.2 Fee for Service Rates – The fees for service will be negotiated based upon the scope of services required for the specific project.

2.2 EBRCSA Payment – Every month, ITD will submit to EBRCSA a monthly report showing an invoice for services rendered. EBRCSA will reimburse GSA and ITD at the then current hourly rate for the services rendered and for any third party support services within thirty (30) days of receipt of the monthly report and invoice.

2.3. Annual Workplan for Services – The Parties will meet annually to discuss services and projects completed and the needs for future services.

2.4. Provision of Services – EBRCSA will consider the County as the primary service provider within Alameda County for the services outlined in the MOU, and will compensate the County for such services it renders in Alameda County, through the term of this MOU, including any renewals, pursuant to this Section 2 of this MOU. EBRCSA shall not be prohibited from obtaining, in its reasonable discretion, the following services from other local public entities or private parties: (i) services expressly excluded from the MOU; (ii) additional services not described in the MOU; or (iii) services described in the MOU but where EBRCSA determines, in the exercise of its reasonable discretion, that the performance or time requirements have not been met or cannot be met by or through ITD and/or GSA.

2.5. If under any circumstances services are not delivered to the satisfaction of EBRCSA, EBRCSA will contact the ITD Director to discuss the perceived inadequacy. As appropriate the GSA Director will be contacted as well. A meeting shall be held where the Parties can discuss past performance, questions related to future performance and a plan to correct any performance metrics, and time requirements that may not have been met; provided, however, that EBRCSA shall retain its rights hereunder, including without limitation its rights under Sections 2.4 and 5.2.

2.6 Other Services as Requested – EBRCSA may request the County provide services not covered in the MOU, including without limitation Property Management for property not owned by the County, that are consistent with this MOU. The process for requesting such services shall be addressed at the annual meeting to discuss services and projects. The Parties further agree that EBRCSA shall be the single point of contact for requesting all services from ITD and GSA, and that direct requests for services by members of EBRCSA shall not be authorized.

3. ESTIMATED HOURS OF SERVICE

3.1 Annual Estimate – To assist in budgeting, service hours will be estimated at the conclusion of each fiscal year (July 1 to June 30 annually) and the annual estimate will be provided to EBRCSA simultaneously with the County's Maintenance of Effort ("MOE") Budget in the County budget development process. Service hours will be estimated based upon the past 2.5 years of actual service history, to the extent such history is available. ITD and GSA will provide EBRCSA with an analysis of estimated service hours for review on or before June 1st of each year. Such analysis is intended to assist in planning, and shall not in and of itself constitute a commitment by EBRCSA to pay the estimated amount. EBRCSA shall be billed and pay for actual services performed by ITD and GSA during the year.

3.2 Estimated Fee Schedule – The fee schedule for Fiscal Year 2012-13 is an estimate contained within Exhibit B. The fee schedule is prepared as part of the County Budget process typically in May or early June of each year.

4. ROLES AND RESPONSIBILITIES

4.1 Project Lead(s) – The Parties shall designate a primary point of contact, and additional points of contact for specific services. The primary point of contact will have responsibility for ensuring requests are met in a timely manner and resolving disputes, should they arise.

4.1.1 Points of Contact – EBRCSA, ITD and GSA shall each assign a point of contact for the respective services identified in Section 2 above. EBRCSA shall ensure that sufficient funding is in place, and the County shall ensure that sufficient staffing will be in place, prior to commencement of services.

4.1.2 Communications with EBRCSA Member Agencies – EBRCSA shall have the responsibility for all official external communications related to or involving the services, for final approval of agreements, and for ensuring that the necessary authority to undertake the services has been obtained.

4.2 Project Managers – EBRCSA and ITD will each identify and assign a project manager to oversee each specific designated project(s) as these may arise. Project Managers shall have the responsibility to coordinate activities, perform data collection, and work with each other as the single points-of-contact for a given project.

4.3 Cooperative Effort – The Parties shall fully cooperate with each other to enable GSA to perform the services undertaken in this MOU. Both Parties will use their best efforts to be timely and responsive in accomplishing all work covered under this MOU.

4.4 Training and Education – Both Parties will identify areas of training and provide education to ensure that ITD staff retain the level of proficiency required by the EBRCSA System services provider in order to perform services as outlined in this MOU.

5. Term and Termination

5.1 Term of MOU – Unless earlier terminated pursuant to Section 5.2, the initial term of this MOU shall be five (5) years, commencing on July 1st 2012 and ending on June 30, 2017. The initial term shall automatically renew for unlimited additional terms of one (1) year each, unless terminated by either Party as provided in Section 5.2.

5.2 Termination – Either Party may terminate this MOU by giving ninety (90) days prior written notice to the other Party. The EBRCSA shall reimburse the County for all services provided by either ITD or GSA as of the date of termination, and for any services that the Parties mutually agree are necessary to transition the performance of services back to EBRCSA or its designee.

6. Dispute Resolution

6.1 Dispute Resolution – The Parties shall resolve their disputes informally to the maximum extent possible. The Parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner.

6.2 Dispute Resolution Process – If a dispute arises regarding the work of a specific ITD or GSA division or department (performed within the scope and term of this MOU), then within two (2) business days after a request by either Party, the County project manager or appropriate supervisor who is responsible for providing the services that are at-issue and EBRCSA's project manager or appropriate supervisor for the requested services shall confer to resolve the issue.

6.2.1 Presentation of Issue to Executive Staff - If the project managers and their supervisors cannot resolve the dispute, or either Party determines they are not making progress toward resolution of the issue within two (2) business days after their initial conference, then the dispute may be presented to the ITD Deputy Director for the responsible ITD division or department and the EBRCSA Executive Director, or their designees, for resolution.

6.3 Remedies; Litigation Costs - If the informal Dispute Resolution process does not resolve a dispute, the Parties and each of them shall have all remedies available to them at law and equity. Furthermore, commencement of Dispute Resolution as set forth in this Section 6 is not prerequisite to termination of this MOU pursuant to Section 5.2. If any legal action or any other proceeding, including arbitration or action for declaratory relief, is brought for enforcement of this MOU or alleged breach or default in connection with this MOU, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other relief to which the Party may be entitled.

7. Miscellaneous Provisions.

7.1 No Third Party Rights – Nothing express or implied in this MOU is intended to confer, nor shall anything herein confer, upon any person other than EBRCSA and the County and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

7.2 Notices – Any notices to be given to either party shall be made via U.S. Mail.

**East Bay Regional Communications
Systems Authority**

Office of Homeland Security and
Emergency Services
4985 Broder Boulevard
Dublin, California 94568
Phone: (925) 803-7802
Attn: William J. McCammon,
Executive Director

**Alameda County Information Technology
Department**

1106 Madison Street, Room 336
Oakland, CA 94607
Phone: (510) 481-3700
Attn: Tim Dupuis, Director

**Alameda County
General Services Agency**

1401 Lakeside Drive, 10th Floor
Oakland, California 94612
Phone: (510) 208-9700
Attn: Aki Nakao, Director

7.2 Entire Agreement – This MOU, together with Exhibits A and B attached hereto, contains the entire agreement of the Parties relating to the subject matter hereof, and may not be amended or modified except in a writing signed by both Parties.

7.3 Severability – If any one or more of the terms, provisions, or conditions of this MOU is declared by a court of competent jurisdiction to be invalid, unenforceable, void or voidable for any reason, each and every remaining term, provision and condition shall not be affected and shall remain valid and enforceable to the maximum extent permitted by law.

7.4 Insurance – The County shall at all times during the term (Whether initial or renewal) of this MOU maintain in full force and effect such insurance coverage as designated in Exhibit C, attached hereto and incorporated herein by this reference, and will comply with all requirements as stated therein.

7.5 Indemnification – To the fullest extent permitted by law, each Party shall, at its own expense, hold harmless, defend (with counsel reasonably acceptable to the other) and indemnify the other Party and its officers, directors, members, and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees and costs of litigation, of every nature, whether actual, alleged or threatened, arising out of or resulting from that parties negligent and/or intentional misconduct related to the services to be performed pursuant to this MOU or a Party's failure to comply with any of the terms of this MOU (collectively, "Liabilities"), except where such Liabilities are caused solely by the gross negligence or willful misconduct of the other Party. Each Party may participate in the defense of any such claim without relieving the other Party of any obligation hereunder. This indemnification obligation shall survive the expiration or termination of this MOU.

7.6 Compliance With Laws – The County shall perform all services pursuant to this MOU in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards (“Applicable Laws”). By entering into this MOU, GSA represents that it possesses and will keep current all licenses and registrations required by Applicable Laws to enter into this MOU and provide services to EBRCSA pursuant thereto.

7.7 No Third Party Beneficiaries – Nothing in this MOU is intended to or shall confer upon any person or entity, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Understanding, to be effective as of the date first herein written.

East Bay Regional Communications
System Joint Powers Authority

By: 
Bill McCammon, Executive Director

ALAMEDA COUNTY General Services Agency

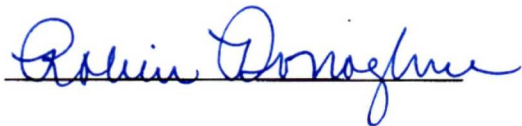
By: 
Aki K. Nakao, Director

ALAMEDA COUNTY Information Technology
Department

By: 
Tim Dupuis, Interim Director, ITD

APPROVED AS TO FORM:

ROBIN DONOGHUE
AUTHORITY COUNSEL



APPROVED AS TO FORM:

DONNA R. ZIEGLER,
COUNTY COUNSEL

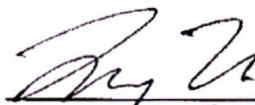
By: 
Kathleen Pacheco, RAY LARA
Senior Deputy County Counsel

Exhibit "B" Utility and Facility Charges for FY 13/14

Alameda County Radio Sites
EBRCSA Annual Invoice

September 30, 2013
Prepared by K. Gasaway

GSA Utility and Facility Charges

Bldg	Description	Utilities	Preventative Maintenance	Total	Comments
11040	Dublin EOC	7,680	8,000	15,680	
19010	Sunol Ridge	5,486	8,000	13,486	
14050	Crane Ridge	4,937	8,000	12,937	
10020	CV Nike Site San Leandro I	5,486	8,000	13,486	
12100	Coyote Hills	5,486	8,000	13,486	
13150	Hayward Public Works	5,486	0	5,486	outsourced maintenance paid by EBRCSA
4280	Glenn Dyer Jail	6,583	0	6,583	GSA to pay maintenance
4430	Lakeside Bldg	3,291	0	3,291	GSA to pay maintenance
17130	San Leandro EOC		0	0	non EBRCSA microwave site
Totals		\$44,435	\$40,000	\$84,435	

EBRCSA will pay 50% of the cost for call out repairs that are not preventative maintenance.

These charges for service will be invoiced quarterly at the following rates:

\$103.00 regular time Monday - Friday 7:30 a.m. - 4:30 p.m.
\$154.50 non regular time

GSA will provide preventative maintenance service reports

Exhibit A - Alameda County Repeater Site list

AICO NW

Glen Dyer Jail	WQMY905	1111 BROADWAY OAKLAND, CA ALAMEDA County	37-48-00.0 N, 122-16-37.2 W
Seneca	WQMY905	END OF SENECA ST. OAKLAND, CA ALAMEDA County	37-45-22.7 N, 122-09-25.8 W
Skyline	WQMY905	SKYLINE BLVD. OAKLAND, CA ALAMEDA County	37-49-13.1 N, 122-11-05.1 W
UC Berkeley	WQMY905	KALX SITE OAKLAND, CA ALAMEDA County	37-52-39.6 N, 122-14-48.4 W

ALCO EAST

Sunol	WQMY904	PALOMARES CANYON RD. PLEASANTON, CA ALAMEDA County	37-37-11.2 N, 121-55-21.6 W
E Dublin BART	WQMY904	5801 OWENS RD. DUBLIN, CA ALAMEDA County	37-42-11.0 N, 121-53-49.0 W
Patterson	WQMY904	PATTERSON PASS RD. LIVERMORE, CA ALAMEDA County	37-41-22.6 N, 121-37-55.2 W
Doolan	WQMY904	LAN ROAD 1.0 MILE FROM HIGHWAY LIVERMORE, CA ALAMEDA County	37-42-40.7 N, 121-49-06.8 W

ALCO SW

Fremont PD	WQNA437	2000 STEVENSON BLVD. FREMONT, CA ALAMEDA County	37-33-01.0 N, 121-58-06.0 W
Garin	WQNA437	29894 BELLO VIEW PL. HAYWARD, CA ALAMEDA County	37-37-54.0 N, 122-01-58.0 W
San Leandro Hills	WQNA437	FAIRMONT DR. SAN LEANDRO, CA ALAMEDA County	37-43-26.3 N, 122-07-10.4 W
Warm Springs	WQNA437	WARM SPRINGS CT. FREMONT, CA ALAMEDA County	37-29-58.0 N, 121-56-16.0 W
Coyote Hills	WQNA437	8000 PATTERSON RANCH RD. FREMONT, CA ALAMEDA County	37-32-25.5 N, 122-04-56.4 W
Walpert	WQNA436	14 NAVAN LN. HAYWARD, CA ALAMEDA County	37-39-19.0 N, 122-00-08.7 W
Hayward PW	WQNA436	300 W. WINTON AVE HAYWARD, CA ALAMEDA County	37-39-27.0 N, 122-05-49.0 W

Crane Ridge		Mines Road Livermore CA	37-36-24.11 N, 121-37-16.01 W
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EBRCSA will pay ITD \$125 per hour (the ITD “Regular Rate”) for work performed by the radio services staff between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County Holidays (“Regular Hours”). EBRCSA will pay ITD at a rate equal to 1.5 times the Regular Rate for work performed outside of Regular Hours.

For routine services performed by the Building Maintenance Department, GSA will charge \$85 per hour (the GSA “Regular Rate”) for work performed by facility maintenance staff between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County Holidays (“Regular Hours”). GSA’s rate for work performed outside of Regular Hours will equal to 1.5 times the Regular Rate.

GSA will charge for utility costs at each County owned radio/microwave sites. Utility costs will be billed as actual costs plus a 9.71% Energy Surcharge Rate. The current year budgeted utility costs per location/site are attached.

County may increase the Regular Rates and Energy Surcharge Rate on an annual basis on July 1 of each year, but not in an amount in excess of five percent (5%) of the immediately preceding rate, and any such change will be effected by an amendment to this MOU.

EXHIBIT C – EBRCSA Insurance Requirements

Issue Date
07/01/2013

MEMBER'S CERTIFICATE OF COVERAGE

1.02

This is to certify that coverages listed below have been issued to the Member named below for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document.



This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Participating Member:
East Bay Regional Communications System Authority
4985 Broder Boulevard
Dublin, CA 94568

Member Number:
PLP-7496

Entity Affording Coverage:
Special District Risk Management Authority
1112 'I' Street, Suite 300
Sacramento, California 95814
800.537.7790 www.sdrma.org

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
<input checked="" type="checkbox"/> General Liability Personal Injury and Property Damage	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000
<input checked="" type="checkbox"/> Public Officials and Employees Errors Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000 General Aggregate \$5,000,000
<input checked="" type="checkbox"/> Personal Liability Coverage for Board Members Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$500,000 General Aggregate \$500,000
<input checked="" type="checkbox"/> Employment Practices Liability Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000 General Aggregate \$5,000,000
<input checked="" type="checkbox"/> Employee Benefits Liability Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000 General Aggregate \$5,000,000
<input checked="" type="checkbox"/> Employee Dishonesty Coverage	EDC-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$400,000
<input checked="" type="checkbox"/> Auto Liability Personal Injury and Property Damage	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000
<input type="checkbox"/> Auto Physical Damage				
<input checked="" type="checkbox"/> Uninsured / Underinsured Motorists	UMI-SDRMA-201314	07/01/2013	07/01/2014	Each Accident \$750,000
<input type="checkbox"/> Trailer Coverage				
<input checked="" type="checkbox"/> Property Coverage Includes Fire, Theft and Flood	PPC-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$1,000,000,000 Replacement cost for Scheduled Property
<input checked="" type="checkbox"/> Boiler and Machinery Coverage	BMC-SDRMA-201314	07/01/2013	07/01/2014	Each Occurrence \$100,000,000 Replacement cost for Scheduled Property
<input type="checkbox"/> Workers' Comp.				

Description; All listed coverage is in effect only for the time period specified.

Gregory S. Hall - Chief Executive Officer



**East Bay Regional
Communications
System Authority**



Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, California Department of Transportation, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

AGENDA ITEM 9.1

**AGENDA STATEMENT
BOARD OF DIRECTORS MEETING
MEETING DATE: June 5, 2015**

TO: Board of Directors
East Bay Regional Communications System Authority (EBRCSA)

FROM: Sheriff G. Ahern, Board Chair
East Bay Regional Communications System Authority

SUBJECT: Services Agreement (MOU) with County of Alameda Information Technology Department and General Services Agency

RECOMMENDATIONS:

Adopt a Resolution approving an Amendment to the Memorandum of Understanding (“MOU”) Agreement with Alameda County Information Technology Department (“ITD”) and General Services Agency (“GSA”) to provide Communications Operations Support Services and Project Construction Management for the East Bay Regional Communications System Authority (“EBRCSA”). Authorize the Chair to sign the MOU and the Executive Director to implement the MOU. .

SUMMARY/DISCUSSION:

In 2013 the County of Alameda ITD and GSA entered into an MOU (see attachment “A”) with EBRCSA to provide EBRCSA System communications operations support services. Although the MOU did not provide a “not to exceed” amount, the initial value of the services was estimated at \$150,000.00 per year. For the past three years the County of Alameda ITD has not billed EBRCSA for their services. The intent was to allow the ITD to support the System and prepare an estimate of services cost at the end of each fiscal year, for three years. The cost varied each year due to the amount of work associated with the initial set up and programming of radios, maintenance, technician training, tools, and support of the project. In FY 2013 the total was \$182,262.87, FY 2014 was \$602,901.95, and FY 2015, to April, is \$288,735.70. The

County of Alameda ITD has requested to amend the services agreement from an estimated annual cost of \$150,000.00 to \$600,000.00.

The annual \$600,000.00 cost estimate is based on EBRCSA's share of the resources and personnel utilized to maintain the EBRCSA System twenty four hours a day by Alameda County ITD for the infrastructure located in Alameda County. The billing is aligned with a subscription model where all resources associated with the Alameda County ITD are available to EBRCSA. The annual cost estimate is based on the appropriate share of Alameda County ITD's budget and the service provided by a supervisor and 2 technicians. The subscription model utilizes the agreed upon shop rate between EBRCSA and Alameda County ITD of \$125.00 per hour which includes the salary and employee benefits. The cost also includes the cost of building, vehicles, or incidental supplies used to repair and maintain the system. EBRCSA now provides the infrastructure for Police, Fire, and Emergency Medical Services instead of Alameda County, which had provided the services prior to EBRCSA. The model now is a combination of EBRCSA, ITD, and Radio Technicians who work together to provide the necessary infrastructure, support, repairs and upgrades to maintain the EBRCSA System.

RECOMMENDED ACTION:

It is recommended that your Board adopt a resolution to amend the MOU with Alameda County ITD and GSA to provide for a not-to-exceed cost of \$600,000 annually for radio services, installations, and maintenance of radio sites and 911 dispatch centers in the EBRCSA System, and authorize the Chair to sign and the Executive Director to implement the Amendment. The funding to provide the support is available in the maintenance budget.

Attachments:

“A” - Current MOU with Alameda County ITD and GSA

“B” - ITD costs for support to EBRCSA for FY 13, 14, 15

“C” – Request for modification to MOU 2450039.1

To: David Swing, EBRCSA Director

From: Rick Blanchard, Infrastructure Services Director - Telecommunications, Alameda County ITD

Date: 3/20/2026

Subject:

Justification for Monthly Timekeeping, 24/7 Technician On-Call Support, and Administrative Hours under the Alameda County–EBRCSA Communications Operations Support Services Agreement

Purpose

The purpose of this memorandum is to provide the EBRCSA Director with:

1. A formal justification for timekeeping categories submitted in monthly reporting,
2. A detailed explanation for the need to maintain 24-hour-per-day on-call technician support, and
3. A justification for administrative hours required under the terms and operational expectations of the Alameda County–EBRCSA Memorandum of Understanding (MOU).

All justifications below are derived from or supported by the contractual service obligations contained in the MOU and its amendments.

Background

The EBRCSA–Alameda County MOU establishes that Alameda County ITD provide Communications Operations Support Services essential to the functioning of the regional public safety radio system. These services include:

- Radio system maintenance, installation, and support for 35 communication sites, microwave equipment, and system hardware.
- PSAP interface support for 126 dispatch consoles.
- Site infrastructure maintenance, including generators, shelters, power systems, and physical security.
- System consultation, participation in meetings, and planning support.
- Availability of dedicated personnel, as the system is maintained “**twenty-four hours a day**” under the County’s subscription-based support model.

The MOU’s \$600,000 annually is based on EBRCSA’s dedicated use of the ITD senior tech/supervisor and two technicians assigned to support the system.

Justification for 24/7 On-Call Technician Hours

The EBRCSA system is a mission-critical, multi-jurisdictional public safety communications network. The following elements of the Agreement necessitate **continuous, around-the-clock technical readiness**:

1. Contractual Expectation for 24-Hour Support

The cost estimate and service model are based on Alameda County ITD maintaining system support “**twenty-four hours a day**” for EBRCSA infrastructure.

This makes 24/7 on-call staffing a contractual requirement, not a discretionary operational practice.

2. Continuous Operation of Mission-Critical Infrastructure

The Agreement requires ITD to maintain radio sites, microwave paths, PSAP console interfaces, and supporting equipment that directly affect police, fire, and EMS safety. Outages can occur at any hour and require immediate response.

3. Routine and Non-Routine Service Responsibilities

ITD is obligated to perform routine and non-routine services "as requested" under the MOU. Non-routine events (failures, environmental alarms, power issues) regularly occur outside normal business hours.

4. Site Security & Monitoring Requirements

ITD maintains site infrastructure, including security and monitoring systems that may require immediate technician intervention when alarms occur.

5. System Reliability and Safety Requirements

To ensure uninterrupted operation of the regional P-25 network, on-call personnel must be able to respond immediately to:

- Microwave link failures
- Power outages or generator faults
- Environmental or intrusion alarms
- Radio site equipment malfunctions

In summary, the Agreement’s structure, obligations, and public safety mission require **dedicated, 24-hour on-call coverage** as part of the monthly hours submitted. The cost I have attached to this service in the attached spreadsheets is the “at-cost” fee paid to the technicians at \$12 per hour. There is no “up-charge” for this outlined in the monthly spreadsheet. I also provided summarized costs without the on-call charges.

Justification for Administrative Hours

Administrative work is not optional under the MOU—it is explicitly required to meet service, reporting, and coordination expectations. Key administrative activities include:

1. Monthly Reporting Requirement

Moving forward, ITD will perform a **monthly report and quarterly invoice** documenting all services rendered to EBRCSA. This will require administrative time devoted to timekeeping, reconciliation, documentation, and report preparation.

2. Required Meetings and Consultation

The Agreement states that ITD shall provide staff to attend EBRCSA system meetings and provide consulting support. This requires scheduling, coordination, meeting preparation, and follow-up documentation.

3. Annual Workplan and Service Hour Estimation

The Parties must meet regularly to review services, discuss completed projects, and develop workplans, including estimated hours for budgeting. This necessitates administrative labor in planning, forecasting, and analyzing workload.

4. Coordination of Routine & Non-Routine Service Requests

Administrative staff coordinate:

- Work requests
- Approval processes for tasks requiring written authorization
- Vendor & EBRCSA Client communications
- Inter-departmental scheduling (ITD, GSA, EBRCSA)

5. Project & Construction Management Support

Project managers must coordinate activities, collect data, develop specifications, maintain records, and prepare documentation for construction and engineering projects.

6. Property and Site Record Management

ITD works with GSA who are required to maintain site records, leases, structural and environmental documents, drawings, and other materials, made available upon request. This requires administrative handling and organization through ITD.

7. Compliance and Training Requirements

The Agreement mandates compliance with all Federal, State, and local provisions and proper training of County staff assigned to system support. Tracking compliance and training requires administrative support.

8. Interagency Communications

EBRCSA is the single point of contact, and ITD must manage all requests, communications, and coordination through administrative channels.

Conclusion:

Administrative hours are essential to fulfilling the Agreement's reporting, planning, coordination, and compliance requirements and should be consistently reflected in monthly time submissions. In 2024, ITD had 1172 hours of Admin Time. In 2025, ITD had 1314 hours of Admin Time.

Monthly Timekeeping Categories Submitted

Monthly timekeeping reports will include the following categories:

1. **Technician Regular Hours** – Routine maintenance, repairs, installations, inspections.
2. **Technician On-Call Hours (24/7)** – Emergency response, monitoring, and readiness.
3. **Administrative Hours** – Reporting, coordination, planning, communications, compliance, and documentation.
4. **Project/Construction Management Hours** – Engineering support, project oversight, site development activities.
5. **Non-Routine/Callback Service Hours** – Training, Specialized, or emergency work outside standard tasks.

These categories align with the MOU responsibilities for routine services, non-routine services, monthly reporting, meetings, project management, and 24-hour maintenance requirements.

Timekeeping will be made at the nearest half hour. This is to adhere to the CommShop software limitation of calculating time at the half our rate.

For example, any time from:

- 1 hour to 1 hour and 15 minutes will be charged at the 1 hour rate.
- 1 hour and 16 minute to 1 hour and 44 minute will be charged at the 1 hour and 30 minute rate
- 1 hour and 45 minutes to 2 hours will be charged at the 2 hour rate.

Additionally, all overtime “callbacks” will be charged at a 2 hour minimum per call.

Recommendation

It is recommended that the EBRCSA Director continue to recognize and support the need for:

- 24/7 technician on-call hours as a contractually required component of Alameda County’s support model; and
- Administrative hours as a critical part of meeting the operational, reporting, planning, and compliance expectations established by the Agreement.

Alameda County ITD will also provide EBRCSA with a monthly report outlining all timekeeping. To remain aligned with regional service fee structures, ITD will increase its hourly rate to \$170, positioned appropriately between Santa Clara County’s rate of \$205 per hour and Contra Costa County’s rate of \$155 per hour.

Through FY2026, ITD will maintain the current and established precedent of billing the annual flat-rate charge of \$600,000, billed quarterly at \$150,000. For FY 2028, it is recommended that the Agreement be re-evaluated to determine whether an increase to the annual flat-rate fee structure is warranted or whether a transition to a charge-on-actual-time model, based on the monthly reports, would better reflect service demand and cost distribution.

To support this evaluation, the current flat-rate fee structure is based on 2 FTE Technicians and 1 FTE Senior Technician/Supervisor. Below is an **updated estimated projection** over a three-year term with a 4% annual COLA for these FTE’s. Additional documentation will be used, but is not included here, in the analysis to determine the flat-rate fee that will be proposed by Alameda County.

EBRCSA TECHS	FY2028	FY2029 (4% COLA)	FY2030 (4% COLA)
FTE Tech	\$ 218,475.60	\$ 227,214.62	\$ 236,303.20
FTE Tech	\$ 218,475.60	\$ 227,214.62	\$ 236,303.20
FTE Sr. Tech/Supervisor	\$ 229,919.60	\$ 239,116.30	\$ 248,681.00
TOTAL	\$ 666,870.80	\$ 693,545.55	\$ 721,287.40

Both the technical and administrative components of service remain essential to preserving the reliability, safety, and coordination of the EBRCSA regional public safety communications system, and the proposed adjustments ensure transparency, cost-alignment, and long-term sustainability.



**East Bay Regional
Communications
System Authority**




Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, University of California, Berkeley and California Department of Transportation

AGENDA ITEM NO. 5

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: MAY 15, 2026**

TO: Finance Committee

FROM: David Swing, Executive Director 

SUBJECT: Cost Recovery Policy for Member Agencies

RECOMMENDATIONS:

Recommend to the Board of Directors the adoption of a formal policy regarding the annual reimbursement of utility expenses for member agencies hosting EBRCSA radio and prime sites.

SUMMARY/DISCUSSION:

EBRCSA relies on a network of radio sites hosted by various member agencies across Alameda and Contra Costa Counties. Historically, the costs associated with power and utilities at these sites have been managed through various lease agreements or in-kind contributions. To ensure fiscal consistency and equity across the Authority, Staff has developed a standardized reimbursement policy for consideration by the Finance Committee.

At the February 27, 2026 meeting, the Committee directed the Executive Director to draft a policy for review that establishes a consistent practice for the reimbursement of expenses associated with its radio sites. The proposed policy standardizes the reimbursement process to simplify budgeting and provide predictable revenue for hosting agencies. The agenda report from the meeting is included as Attachment 1.

At the meeting, members also suggested that hosting agencies be notified of the potential reimbursement for the coming fiscal year. Through outreach and prior conversations, the Executive Director estimates agencies will seek reimbursement for costs associated with five of the six prime sites and, at least, 26 radio sites.

Presently, Alameda County is the only member agency that receives reimbursement for expenses associated with radio sites. According to a Memorandum of Understanding (MOU) from 2013, included as Attachment 2, Alameda County receives \$84,435 annually for utility and

**Alameda County Office of Homeland Security and Emergency Services
4985 Broder Blvd, Dublin CA 94568 • (925) 803-7802 • www.ebrcsa.org**



**East Bay Regional
Communications
System Authority**



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preventative maintenance expenses at eight sites. The term of the initial agreement with Alameda County was for five years commencing on July 1, 2012 and ending on June 30, 2017 with automatic annual renewals. The agreement allows for a 5% annual increase which has not been requested during the life of the MOU. Alameda County recently submitted a revised cost recovery request of \$169,863 – of which \$99,389 is for utility expenses and includes an administrative fee of 13.47%.

Contra Costa County supports 11 sites and does not receive reimbursement for utility and maintenance expenses. Contra Costa County sites include three Prime sites and nine radio sites. Contra Costa County submitted a cost recovery estimate of \$156,679 – of which \$47,887 is for utility expenses that includes a 5% administrative fee.

FISCAL IMPACT:

Staff initially recommended reimbursement rates of \$16,800 for each radio site and \$42,000 for each Prime Site. The methodology to determine this rate was based on the average utility costs paid by EBRCSA for eight Radio sites and a multiplication factor of 2.5 for Prime Sites.

When using the average of utility bills for the radio sites as a basis for reimbursement, staff did not fully understand the economy of scale when multiple tenants are co-located. It is clear from the requested reimbursement from each County that the initially proposed amount of reimbursement exceeds the actual cost of utility services. Staff has learned that the stand-alone radio sites require significantly more energy to operate per unit than sites with multiple tenants.

As an example, Alameda and Contra Costa County submitted cost projections for radio sites and Prime sites which are listed in Table 1.

Table 1: Cost Projections by County

	Sites	Utility	Preventative Maintenance	Rent/Other	Total
Alameda County	8	\$99,389	\$70,474	0	\$169,863
Contra Costa County	11	\$47,887	\$81,722	\$28,216	\$156,679

If the previously recommended reimbursement rates were applied Alameda County would receive \$184,800 and Contra Costa County would receive \$235,200 which exceeds the total requested amount and substantially more than the utility expenses.



**East Bay Regional
Communications
System Authority**



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The proposed amended reimbursement rates are the average of the EBRCSA bills for standalone sites and the average requested reimbursement for shared or co-located sites. The amended reimbursement rate in Table 2 aligns with the Finance Committee’s direction of establishing a consistent reimbursement methodology and only reimbursing agencies for utility expenses.

Table 2 – Number of Sites and Reimbursement

	Standalone (Number/Amount)	Shared (Number/Amount)
Prime Site	1/\$33,600	5/\$8,453
Radio Site	16/\$16,800	15/\$7,556

Table 3 illustrates the recommended rates of reimbursement and the requested amounts from Alameda and Contra Costa Counties.

Table 3 - Illustration of Eligible Reimbursement v. Requested Reimbursement

	Sites	Utility	Preventative Maintenance	Rent/Other	Total Requested	Eligible Amount
Alameda County	8	\$99,389	\$70,474	0	\$169,863	\$99,218
Contra Costa County	11	\$47,887	\$81,722	\$28,216	\$156,679	\$84,910

Currently, the EBRCSA budget appropriates \$377,435 for the payment of utility expenses and site maintenance. Historically the Utility Expense line item has been underspent, which helps absorb some of the proposed additional expenses. If all agencies submitted for reimbursement, Staff estimates that utility expenses would be \$449,552 – requiring an additional appropriation of \$72,117 for the FY2026/27 budget. The anticipated reimbursement for those agencies that have expressed a desire to seek reimbursement is \$341,196, requiring no budget amendment.

POLICY HIGHLIGHTS

The proposed policy explicitly limits the scope of reimbursement to utility expenses. If adopted, the policy would not provide reimbursement for:

1. Staff costs for preventative maintenance of the physical structure.
2. Rent for shelter space, road maintenance or access improvements.

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East Bay Regional Communications System Authority



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3. Upkeep of non-radio equipment or general site landscaping.
4. Any administrative fees in addition to what is already factored into the reimbursement formula

RECOMMENDATION:

It is requested that the Finance Committee recommend to the Board of Directors the adoption of a formal policy regarding the annual reimbursement of utility expenses for member agencies hosting EBRCSA radio and prime sites.

Attachments:

1. Agenda Report from February 27, 2026 Finance Committee Meeting
2. 2013 Memorandum of Understanding
3. Draft Policy for Reimbursement of Utility Expenses



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AGENDA ITEM NO. 6

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: FEBRUARY 27, 2026**

TO: Finance Committee

FROM: David Swing, Executive Director 

SUBJECT: Provide Policy Direction for Cost Recovery by Member Agencies

RECOMMENDATIONS

Provide policy direction to the Executive Director for member agencies to recover costs for member agency equipment and costs in support of EBRCSA operations.

SUMMARY/DISCUSSION

At the November 21, 2025 Finance Committee (Committee) meeting, the Committee discussed the feasibility for member agencies to recover the costs associated with EBRCSA infrastructure. The Committee directed the Executive Director to return at the next meeting with additional information to include the scope of cost recovery and its financial impact on the involved parties. The Committee also directed the Executive Director to evaluate the current PG&E rate structure to see if the Authority was utilizing the best plan or taking advantage of all available discounts.

Background

EBRCSA has 31 radio frequency (RF) sites and six prime sites. EBRCSA is billed by PG&E for eight of the RF sites, while the other 23 RF sites and six prime sites are paid by others. The average monthly utility bill paid by EBRCSA for a RF site is \$1,400. PG&E evaluated the electricity bills of the eight sites paid by EBRCSA and found that changing the rate plan is anticipated to save the Authority up to \$10,000 annually on electricity costs. These savings are not included in the projections as the assumptions have not been tested.



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The County of Alameda and EBRCSA entered into an agreement in 2013 wherein the County charges EBRCSA \$84,435 each year for utilities and preventative maintenance at eight sites. The agreement has not increased in cost since its inception. Utility and preventative maintenance expenses at the 21 other sites are paid for by the local agency. The exception is Contra Costa County who pays for utility service at some sites that are not on County owned land.

The Silicon Valley Regional Interoperable Authority (SVRIA) operates a single county radio system that is structured similarly to EBRCSA. The SVRIA site agreement is explicit on page two that member agencies with SVRIA infrastructure make an in-kind contribution for any expense associated to rent, utilities or maintenance costs. The SVRIA site agreement is included as Attachment 1.

Fiscal Implications

As stated earlier, the average utility cost per RF site is \$1,400. A RF site has less equipment than a prime site. Staff used an assumption of 2.5 times the cost of a RF site to estimate the utility usage at a prime site since prime sites have a meter shared by other users. Based those assumptions, annual utility costs are estimated to be \$773,055 as shown in Table 1. However, EBRCSA has \$377,435 appropriated for the provision of utility and preventative maintenance services at eight EBRCSA metered sites and six Alameda County sites.

Table 1 - Projected Utility Costs

Sites	Average	Monthly	Annual
RF 31	\$1,400	\$43,414	\$520,972
Prime 6	\$3,501	\$21,007	\$252,083
Current Appropriation			(\$377,435)
Total			\$395,620

The other two costs associated to infrastructure cost recovery are rent and preventative maintenance. Alameda and Contra Costa Counties estimate those costs to be \$424,478 annually. The projected total is \$1,320,000 which includes a 10% contingency. Staff included a contingency since the estimate does not include rent or preventative maintenance for sites not under the purview of either County.

There are three primary scenarios to pay for the additional costs should the Board adopt a policy that provides cost recovery by member agencies. The first scenario keeps rates the same and

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reduces money available for capital replacement. The organizational impact of this scenario means there is less money available for the required platform migration. The current migration assistance plan is projected to be fully funded; however, reductions in capital funding will create a gap in funding. In the first scenario, the reserve fund balance starts at nearly \$15m and drops to \$8m by FY34/35.

Option Two – Full Cost Recovery

The second scenario increases rates by \$3 per unit per month starting in FY30/31 and continuing a \$3 annual increase until FY34/35 to fund both cost recovery and the platform migration. This scenario increases subscriber costs from \$46 in FY 29/30 to \$60 per unit per month in FY 34/35. Table 2 illustrates the increased costs by member agency for the agencies represented on the Operations and Finance Committees. In the second scenario, the reserve fund balance starts at nearly \$15m and drops to \$12.6m by FY34/35.

Table 2 – Projected Rate Increases Full Cost Recovery

		FY29/30	FY30/31	FY31/32	FY32/33	FY33/34	FY34/35
		Base Rate		Annual Increases			
Agency	Units	46	49	52	55	57	60
Orinda	30	\$16,560	\$17,640	\$18,720	\$19,800	\$20,520	\$21,600
Moraga	32	\$17,664	\$18,816	\$19,968	\$21,120	\$21,888	\$23,040
San Leandro	199	\$109,848	\$117,012	\$124,176	\$131,340	\$136,116	\$143,280
Pleasanton	245	\$135,240	\$144,060	\$152,880	\$161,700	\$167,580	\$176,400
EBRPD	262	\$144,624	\$154,056	\$163,488	\$172,920	\$179,208	\$188,640
SRVFPD	358	\$197,616	\$210,504	\$223,392	\$236,280	\$244,872	\$257,760
Concord	393	\$216,936	\$231,084	\$245,232	\$259,380	\$268,812	\$282,960
Contra Costa	1,468	\$810,336	\$863,184	\$916,032	\$968,880	\$1,004,112	\$1,056,960
Oakland	3,228	\$1,781,856	\$1,898,064	\$2,014,272	\$2,130,480	\$2,207,952	\$2,324,160
Alameda Co	4,143	\$2,286,936	\$2,436,084	\$2,585,232	\$2,734,380	\$2,833,812	\$2,982,960

Option Three – Cost Recovery for Utility Costs

The third scenario is to adopt a policy that provides for cost recovery of hard costs, such as utility costs, and requires in-kind contributions for soft costs such as preventative maintenance and shelter rent. If this policy were adopted by the Board, the annual fiscal impact is estimated to be \$395,620 based on anticipated costs and monies currently appropriated in the budget. The third scenario requires a \$1 per unit per month increase for four years which would increase the monthly cost from \$46 to \$50. In the third scenario, the reserve fund balance starts at nearly \$15m and drops to \$12m by FY34/35.

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Table 3 – Projected Rate Increases Utilities Cost Recovery

		FY29/30	FY30/31	FY31/32	FY32/33	FY33/34	FY34/35
		Base Rate	Annual Increase				
Agency	Units	46	46	47	48	49	50
Orinda	30	\$16,560	\$16,560	\$16,920	\$17,280	\$17,640	\$18,000
Moraga	32	\$17,664	\$17,664	\$18,048	\$18,432	\$18,816	\$19,200
San Leandro	199	\$109,848	\$109,848	\$112,236	\$114,624	\$117,012	\$119,400
Pleasanton	245	\$135,240	\$135,240	\$138,180	\$141,120	\$144,060	\$147,000
EBRPD	262	\$144,624	\$144,624	\$147,768	\$150,912	\$154,056	\$157,200
SRVFPD	358	\$197,616	\$197,616	\$201,912	\$206,208	\$210,504	\$214,800
Concord	393	\$216,936	\$216,936	\$221,652	\$226,368	\$231,084	\$235,800
Contra Costa	1,468	\$810,336	\$810,336	\$827,952	\$845,568	\$863,184	\$880,800
Oakland	3,228	\$1,781,856	\$1,781,856	\$1,820,592	\$1,859,328	\$1,898,064	\$1,936,800
Alameda Co	4,143	\$2,286,936	\$2,286,936	\$2,336,652	\$2,386,368	\$2,436,084	\$2,485,800

The policy recommendation weighs equity and fiscal sustainability. Currently, all users of the system pay the same price for services while some users also pay for utility and other costs associated with running the system. This model creates inequities for those agencies that host a radio site.

Another aspect of the policy discussion is the amount of administrative overhead the Authority finds to be reasonable. Staff found that the administrative charge by agency varies between 5% to 13%. Staff recommends a 5% cap on administrative overhead. Staff has not included the administrative charges in the projections.

RECOMMENDATION

Provide policy direction to the Executive Director for member agencies to recover costs for member agency equipment and costs in support of EBRCSA operations.

Attachments:

1. SVRIA Site License Agreement

**MEMORANDUM OF UNDERSTANDING
FOR
EBRCSA SUPPORT SERVICES**

This Memorandum of Understanding ("MOU") is entered into as of Friday, May 31, 2013 by and between the County of Alameda ("County"), a political subdivision of the State of California, acting by and through its General Services Agency ("GSA") and Information Technology Division (ITD), and the East Bay Regional Communications System Joint Powers Authority ("EBRCSA"), a cooperative agency established pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California, for the purpose of acquiring, planning, designing, constructing, operating and maintaining a P25 compliant or equivalent communications system (the "System") serving Alameda and Contra Costa Counties and their individual political jurisdictions under the authority of and pursuant to the Joint Exercise of Powers Act, Chapter 5 of Division 7 of Title 1 of the California Government Code (collectively, the "Parties").

RECITALS

WHEREAS, the EBRCSA has the power to acquire real, personal and intangible property and to plan, design, finance, construct, operate, and maintain public safety radio communication systems, facilities and related structures, and appurtenances and incidental improvements thereto; and

WHEREAS, the EBRCSA desires to engage cost effective and responsive services related to the operation, and maintenance of public safety radio communication systems, facilities and related structures, and appurtenances and incidental improvements thereto ("Communications Operations Support Services"); and

WHEREAS, GSA and ITD have the knowledge, skills, experience, and general qualifications necessary to assist EBRCSA through provision of Communications Operations Support Services; and

WHEREAS GSA has provided Communications Operations Support Services to support the EBRCSA design, installation, and ongoing maintenance on County owned communications towers, shelters, various County buildings, and at numerous city owned public safety answering points ("PSAP"); and

WHEREAS GSA and ITD will continue to provide radio system support services previously provided by the GSA Communications Electronics Division; and

WHEREAS GSA has already committed, time, staffing and resources to support the infrastructure and microwave communications at some of the same sites supporting the EBRCSA

System; and

WHEREAS, the County of Alameda has and will retain property ownership of communications infrastructure and therefore has an interest in ensuring appropriate maintenance and support of the infrastructure; and

WHEREAS, the EBRCSA desires to retain ITD and GSA for provision of Communications Operations Support Services as set forth herein; and

WHEREAS, the EBRCSA works to maintain interoperable, public safety services in the interest of Alameda County residents.

NOW, THEREFORE, in consideration of the covenants of the Parties expressed in this MOU, the Parties agree as follows:

1. SERVICES

EBRCSA will contract with the County for the performance of designated Communications Operations Support Services during each year this MOU is in place. ITD shall bill EBRCSA for those routine services provided by both ITD and GSA pursuant to the terms of this MOU. GSA shall bill EBRCSA for non-routine services on an as requested basis.

1.1 Communications Operations Support Services (routine) - ITD shall provide the following Communications Operations Support Services to EBRCSA in support of EBRCSA operations:

1.1.1 Communications (Radio Division) – ITD will: provide maintenance and installation of P-25 Radio Site land Mobile Radio Hardware and software, microwave equipment, fleet map design and other radio and microwave system consulting services, and radio equipment procurement; provide maintenance at County owned radio and microwave tower sites; and provide maintenance, installation, procurement and consulting services for a general electronics system necessary to support installed radio equipment and towers.

1.1.2 Microwave System Support – The EBRCSA System relies upon a functioning microwave infrastructure to enable communication. Responsibility for the microwave maintenance will be shared by GSA and ITD.

1.1.3 PSAP Dispatch Console Support – ITD will provide maintenance and installation services to support the PSAP Dispatch console interface to the EBRCSA System. The PSAP Dispatch consoles are equipment owned and operated by EBRCSA and participating agencies. The hardware and software interface between the PSAP Dispatch consoles and the EBRCSA system will be supported by ITD; provided however, that such support shall exclude support of the PSAP dispatch console user operations, and user related equipment such as headsets.

1.1.4 Third Party Services – Upon occasion, as it may be necessary, and only upon the prior written approval of EBRCSA, ITD may hire or arrange for 3rd party support services from either Alameda County General Services Agency, or from outside providers.

1.1.5 Training and Certification – ITD will ensure that staff is trained to manage the support services required by the EBRCSA System.

1.1.6 Site Infrastructure Maintenance and Security – GSA will provide site infrastructure maintenance and security systems as necessary to operate sites and monitor site access. Preventative and corrective maintenance will be performed to ensure that back-up power generation equipment is permitted, routinely tested as permits allow, and functioning to System specifications. These services may include planning, engineering, installation and maintenance of Radio Site power supplies, generators, shelters, tower or mono poles, pathways, and related facilities. No work will be performed without the prior written approval of EBRCSA. BMD will continue electronic surveillance and security monitoring technologies.

1.1.7 Utilities – GSA will provide for all necessary utilities at communications tower sites, owned by Alameda County, and at the Master Site Controller location (Alameda County EOC), as described in Exhibit A, attached hereto and incorporated herein by this reference. Charges will be pursuant to Exhibit B, attached hereto and incorporated herein by this reference.

1.1.8 EBRCSA System Meetings and Consultation – ITD will provide staff to attend EBRCSA System meetings and offer consulting service support as required by EBRCSA.

1.2 Communications Operations Support Services (as needed)

1.2.1 Project and Construction Management - GSA agrees to provide A&E, project management, and construction services for new capital projects on a project specific basis, as requested by EBRCSA. GSA site development services include site surveys, engineering, planning, coverage modeling and specification development

for site related construction. For each project the Parties shall enter into a specific agreement that defines the scope of services to be provided, roles and responsibilities, timeline, proposed cost and schedule.

1.2.2 Real Property Management – For all Alameda County owned property, GSA will provide real property management services such as lease administration, asset acquisition and disposal, on a project specific basis. For each project, the Parties shall enter into a specific agreement that defines the scope of services to be provided, roles and responsibilities, timeline, proposed cost and schedule.

1.2.3 Site Records Retrieval – GSA will timely make available all records, structural, environmental or other analytical reports, photographs, drawings, certifications, relevant lease agreements and other information in the County of Alameda's possession concerning sites, if so requested by EBRCSA.

2. PAYMENT

2.1 Billings – Services performed by GSA and ITD will be billed at the current Fiscal Year hourly rates. For routine services ITD will prepare billings on behalf of the County. For non-routine services as needed, ITD and GSA will bill EBRCSA directly. For non-routine services charges will be billed on a fee for service basis based on the applicable project specific agreement.

2.1.1 Fiscal Year Rates – The hourly rate may be revised in each succeeding fiscal year to reflect its then current Internal Service Fund rates. Based on the Estimated SERVICES SCHEDULE referenced in Section 3, the total GSA and ITD fees for Fiscal Year 2012-13 are described in Exhibit B.

2.1.2 Fee for Service Rates – The fees for service will be negotiated based upon the scope of services required for the specific project.

2.2 EBRCSA Payment – Every month, ITD will submit to EBRCSA a monthly report showing an invoice for services rendered. EBRCSA will reimburse GSA and ITD at the then current hourly rate for the services rendered and for any third party support services within thirty (30) days of receipt of the monthly report and invoice.

2.3. Annual Workplan for Services – The Parties will meet annually to discuss services and projects completed and the needs for future services.

2.4. Provision of Services – EBRCSA will consider the County as the primary service provider within Alameda County for the services outlined in the MOU, and will compensate the County for such services it renders in Alameda County, through the term of this MOU, including any renewals, pursuant to this Section 2 of this MOU. EBRCSA shall not be prohibited from obtaining, in its reasonable discretion, the following services from other local public entities or private parties: (i) services expressly excluded from the MOU; (ii) additional services not described in the MOU; or (iii) services described in the MOU but where EBRCSA determines, in the exercise of its reasonable discretion, that the performance or time requirements have not been met or cannot be met by or through ITD and/or GSA.

2.5. If under any circumstances services are not delivered to the satisfaction of EBRCSA, EBRCSA will contact the ITD Director to discuss the perceived inadequacy. As appropriate the GSA Director will be contacted as well. A meeting shall be held where the Parties can discuss past performance, questions related to future performance and a plan to correct any performance metrics, and time requirements that may not have been met; provided, however, that EBRCSA shall retain its rights hereunder, including without limitation its rights under Sections 2.4 and 5.2.

2.6 Other Services as Requested – EBRCSA may request the County provide services not covered in the MOU, including without limitation Property Management for property not owned by the County, that are consistent with this MOU. The process for requesting such services shall be addressed at the annual meeting to discuss services and projects. The Parties further agree that EBRCSA shall be the single point of contact for requesting all services from ITD and GSA, and that direct requests for services by members of EBRCSA shall not be authorized.

3. ESTIMATED HOURS OF SERVICE

3.1 Annual Estimate – To assist in budgeting, service hours will be estimated at the conclusion of each fiscal year (July 1 to June 30 annually) and the annual estimate will be provided to EBRCSA simultaneously with the County's Maintenance of Effort ("MOE") Budget in the County budget development process. Service hours will be estimated based upon the past 2.5 years of actual service history, to the extent such history is available. ITD and GSA will provide EBRCSA with an analysis of estimated service hours for review on or before June 1st of each year. Such analysis is intended to assist in planning, and shall not in and of itself constitute a commitment by EBRCSA to pay the estimated amount. EBRCSA shall be billed and pay for actual services performed by ITD and GSA during the year.

3.2 Estimated Fee Schedule – The fee schedule for Fiscal Year 2012-13 is an estimate contained within Exhibit B. The fee schedule is prepared as part of the County Budget process typically in May or early June of each year.

4. ROLES AND RESPONSIBILITIES

4.1 Project Lead(s) – The Parties shall designate a primary point of contact, and additional points of contact for specific services. The primary point of contact will have responsibility for ensuring requests are met in a timely manner and resolving disputes, should they arise.

4.1.1 Points of Contact – EBRCSA, ITD and GSA shall each assign a point of contact for the respective services identified in Section 2 above. EBRCSA shall ensure that sufficient funding is in place, and the County shall ensure that sufficient staffing will be in place, prior to commencement of services.

4.1.2 Communications with EBRCSA Member Agencies – EBRCSA shall have the responsibility for all official external communications related to or involving the services, for final approval of agreements, and for ensuring that the necessary authority to undertake the services has been obtained.

4.2 Project Managers – EBRCSA and ITD will each identify and assign a project manager to oversee each specific designated project(s) as these may arise. Project Managers shall have the responsibility to coordinate activities, perform data collection, and work with each other as the single points-of-contact for a given project.

4.3 Cooperative Effort – The Parties shall fully cooperate with each other to enable GSA to perform the services undertaken in this MOU. Both Parties will use their best efforts to be timely and responsive in accomplishing all work covered under this MOU.

4.4 Training and Education – Both Parties will identify areas of training and provide education to ensure that ITD staff retain the level of proficiency required by the EBRCSA System services provider in order to perform services as outlined in this MOU.

5. Term and Termination

5.1 Term of MOU – Unless earlier terminated pursuant to Section 5.2, the initial term of this MOU shall be five (5) years, commencing on July 1st 2012 and ending on June 30, 2017. The initial term shall automatically renew for unlimited additional terms of one (1) year each, unless terminated by either Party as provided in Section 5.2.

5.2 Termination – Either Party may terminate this MOU by giving ninety (90) days prior written notice to the other Party. The EBRCSA shall reimburse the County for all services provided by either ITD or GSA as of the date of termination, and for any services that the Parties mutually agree are necessary to transition the performance of services back to EBRCSA or its designee.

6. Dispute Resolution

6.1 Dispute Resolution – The Parties shall resolve their disputes informally to the maximum extent possible. The Parties shall negotiate all matters of joint concern in good faith, with the intention of resolving issues between them in a mutually satisfactory manner.

6.2 Dispute Resolution Process – If a dispute arises regarding the work of a specific ITD or GSA division or department (performed within the scope and term of this MOU), then within two (2) business days after a request by either Party, the County project manager or appropriate supervisor who is responsible for providing the services that are at-issue and EBRCSA's project manager or appropriate supervisor for the requested services shall confer to resolve the issue.

6.2.1 Presentation of Issue to Executive Staff - If the project managers and their supervisors cannot resolve the dispute, or either Party determines they are not making progress toward resolution of the issue within two (2) business days after their initial conference, then the dispute may be presented to the ITD Deputy Director for the responsible ITD division or department and the EBRCSA Executive Director, or their designees, for resolution.

6.3 Remedies; Litigation Costs - If the informal Dispute Resolution process does not resolve a dispute, the Parties and each of them shall have all remedies available to them at law and equity. Furthermore, commencement of Dispute Resolution as set forth in this Section 6 is not prerequisite to termination of this MOU pursuant to Section 5.2. If any legal action or any other proceeding, including arbitration or action for declaratory relief, is brought for enforcement of this MOU or alleged breach or default in connection with this MOU, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs in addition to any other relief to which the Party may be entitled.

7. Miscellaneous Provisions.

7.1 No Third Party Rights – Nothing express or implied in this MOU is intended to confer, nor shall anything herein confer, upon any person other than EBRCSA and the County and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

7.2 Notices – Any notices to be given to either party shall be made via U.S. Mail.

**East Bay Regional Communications
Systems Authority**

Office of Homeland Security and
Emergency Services
4985 Broder Boulevard
Dublin, California 94568
Phone: (925) 803-7802
Attn: William J. McCammon,
Executive Director

**Alameda County Information Technology
Department**

1106 Madison Street, Room 336
Oakland, CA 94607
Phone: (510) 481-3700
Attn: Tim Dupuis, Director

**Alameda County
General Services Agency**

1401 Lakeside Drive, 10th Floor
Oakland, California 94612
Phone: (510) 208-9700
Attn: Aki Nakao, Director

7.2 Entire Agreement – This MOU, together with Exhibits A and B attached hereto, contains the entire agreement of the Parties relating to the subject matter hereof, and may not be amended or modified except in a writing signed by both Parties.

7.3 Severability – If any one or more of the terms, provisions, or conditions of this MOU is declared by a court of competent jurisdiction to be invalid, unenforceable, void or voidable for any reason, each and every remaining term, provision and condition shall not be affected and shall remain valid and enforceable to the maximum extent permitted by law.

7.4 Insurance – The County shall at all times during the term (Whether initial or renewal) of this MOU maintain in full force and effect such insurance coverage as designated in Exhibit C, attached hereto and incorporated herein by this reference, and will comply with all requirements as stated therein.

7.5 Indemnification – To the fullest extent permitted by law, each Party shall, at its own expense, hold harmless, defend (with counsel reasonably acceptable to the other) and indemnify the other Party and its officers, directors, members, and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees and costs of litigation, of every nature, whether actual, alleged or threatened, arising out of or resulting from that parties negligent and/or intentional misconduct related to the services to be performed pursuant to this MOU or a Party's failure to comply with any of the terms of this MOU (collectively, "Liabilities"), except where such Liabilities are caused solely by the gross negligence or willful misconduct of the other Party. Each Party may participate in the defense of any such claim without relieving the other Party of any obligation hereunder. This indemnification obligation shall survive the expiration or termination of this MOU.

7.6 Compliance With Laws – The County shall perform all services pursuant to this MOU in compliance with all applicable provisions of Federal, State and local laws, statutes, codes, rules, regulations, ordinances and professional standards (“Applicable Laws”). By entering into this MOU, GSA represents that it possesses and will keep current all licenses and registrations required by Applicable Laws to enter into this MOU and provide services to EBRCSA pursuant thereto.

7.7 No Third Party Beneficiaries – Nothing in this MOU is intended to or shall confer upon any person or entity, other than the Parties and their respective successors and assigns, any rights or remedies hereunder.

IN WITNESS WHEREOF the Parties hereto have executed this Memorandum of Understanding, to be effective as of the date first herein written.

East Bay Regional Communications
System Joint Powers Authority

By: 
Bill McCammon, Executive Director

ALAMEDA COUNTY General Services Agency

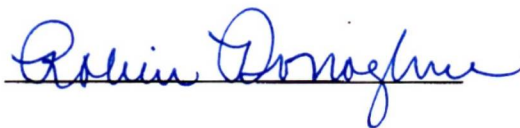
By: 
Aki K. Nakao, Director

ALAMEDA COUNTY Information Technology
Department

By: 
Tim Dupuis, Interim Director, ITD

APPROVED AS TO FORM:

ROBIN DONOGHUE
AUTHORITY COUNSEL



APPROVED AS TO FORM:

DONNA R. ZIEGLER,
COUNTY COUNSEL

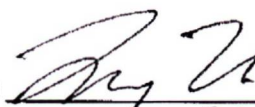
By: 
Kathleen Pacheco, RAY LARA
Senior Deputy County Counsel

Exhibit "B" Utility and Facility Charges for FY 13/14

Alameda County Radio Sites
EBRCSA Annual Invoice

September 30, 2013
Prepared by K. Gasaway

GSA Utility and Facility Charges

Bldg	Description	Preventative		Total	Comments
		Utilities	Maintenance		
11040	Dublin EOC	7,680	8,000	15,680	
19010	Sunol Ridge	5,486	8,000	13,486	
14050	Crane Ridge	4,937	8,000	12,937	
10020	CV Nike Site San Leandro I	5,486	8,000	13,486	
12100	Coyote Hills	5,486	8,000	13,486	
13150	Hayward Public Works	5,486	0	5,486	outsourced maintenance paid by EBRCSA
4280	Glenn Dyer Jail	6,583	0	6,583	GSA to pay maintenance
4430	Lakeside Bldg	3,291	0	3,291	GSA to pay maintenance
17130	San Leandro EOC		0	0	non EBRCSA microwave site
Totals		\$44,435	\$40,000	\$84,435	

EBRCSA will pay 50% of the cost for call out repairs that are not preventative maintenance.

These charges for service will be invoiced quarterly at the following rates:

\$103.00 regular time Monday - Friday 7:30 a.m. - 4:30 p.m.
\$154.50 non regular time

GSA will provide preventative maintenance service reports

Exhibit A - Alameda County Repeater Site list

AICO NW

Glen Dyer Jail	WQMY905	1111 BROADWAY OAKLAND, CA ALAMEDA County	37-48-00.0 N, 122-16-37.2 W
Seneca	WQMY905	END OF SENECA ST. OAKLAND, CA ALAMEDA County	37-45-22.7 N, 122-09-25.8 W
Skyline	WQMY905	SKYLINE BLVD. OAKLAND, CA ALAMEDA County	37-49-13.1 N, 122-11-05.1 W
UC Berkeley	WQMY905	KALX SITE OAKLAND, CA ALAMEDA County	37-52-39.6 N, 122-14-48.4 W

ALCO EAST

Sunol	WQMY904	PALOMARES CANYON RD. PLEASANTON, CA ALAMEDA County	37-37-11.2 N, 121-55-21.6 W
E Dublin BART	WQMY904	5801 OWENS RD. DUBLIN, CA ALAMEDA County	37-42-11.0 N, 121-53-49.0 W
Patterson	WQMY904	PATTERSON PASS RD. LIVERMORE, CA ALAMEDA County	37-41-22.6 N, 121-37-55.2 W
Doolan	WQMY904	LAN ROAD 1.0 MILE FROM HIGHWAY LIVERMORE, CA ALAMEDA County	37-42-40.7 N, 121-49-06.8 W

ALCO SW

Fremont PD	WQNA437	2000 STEVENSON BLVD. FREMONT, CA ALAMEDA County	37-33-01.0 N, 121-58-06.0 W
Garin	WQNA437	29894 BELLO VIEW PL. HAYWARD, CA ALAMEDA County	37-37-54.0 N, 122-01-58.0 W
San Leandro Hills	WQNA437	FAIRMONT DR. SAN LEANDRO, CA ALAMEDA County	37-43-26.3 N, 122-07-10.4 W
Warm Springs	WQNA437	WARM SPRINGS CT. FREMONT, CA ALAMEDA County	37-29-58.0 N, 121-56-16.0 W
Coyote Hills	WQNA437	8000 PATTERSON RANCH RD. FREMONT, CA ALAMEDA County	37-32-25.5 N, 122-04-56.4 W
Walpert	WQNA436	14 NAVAN LN. HAYWARD, CA ALAMEDA County	37-39-19.0 N, 122-00-08.7 W
Hayward PW	WQNA436	300 W. WINTON AVE HAYWARD, CA ALAMEDA County	37-39-27.0 N, 122-05-49.0 W

Crane Ridge		Mines Road Livermore CA	37-36-24.11 N, 121-37-16.01 W
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EBRCSA will pay ITD \$125 per hour (the ITD “Regular Rate”) for work performed by the radio services staff between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County Holidays (“Regular Hours”). EBRCSA will pay ITD at a rate equal to 1.5 times the Regular Rate for work performed outside of Regular Hours.

For routine services performed by the Building Maintenance Department, GSA will charge \$85 per hour (the GSA “Regular Rate”) for work performed by facility maintenance staff between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County Holidays (“Regular Hours”). GSA’s rate for work performed outside of Regular Hours will equal to 1.5 times the Regular Rate.

GSA will charge for utility costs at each County owned radio/microwave sites. Utility costs will be billed as actual costs plus a 9.71% Energy Surcharge Rate. The current year budgeted utility costs per location/site are attached.

County may increase the Regular Rates and Energy Surcharge Rate on an annual basis on July 1 of each year, but not in an amount in excess of five percent (5%) of the immediately preceding rate, and any such change will be effected by an amendment to this MOU.

EXHIBIT C – EBRCSA Insurance Requirements

Issue Date
07/01/2013

MEMBER'S CERTIFICATE OF COVERAGE

102

This is to certify that coverages listed below have been issued to the Member named below for the period indicated. This certificate is not an insurance policy or an agreement of coverage and does not amend, extend or alter the coverage afforded by the agreements listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage described herein is subject to all the terms, exclusions, and conditions of the specific coverage document.



This certificate of coverage evidences the limits of liability in effect at the inception of the agreements shown; limits shown may have been reduced by paid claims. This certificate is issued as a matter of information only and confers no rights upon the certificate holder.

Participating Member:
East Bay Regional Communications System Authority
4985 Broder Boulevard
Dublin, CA 94568

Member Number:
PLP-7496

Entity Affording Coverage:
Special District Risk Management Authority
1112 'I' Street, Suite 300
Sacramento, California 95814
800.537.7790 www.sdrma.org

Type of Coverage	Policy Number	Effective Date	Expiration Date	Limits
<input checked="" type="checkbox"/> General Liability Personal Injury and Property Damage	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000
<input checked="" type="checkbox"/> Public Officials and Employees Errors Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000 General Aggregate \$5,000,000
<input checked="" type="checkbox"/> Personal Liability Coverage for Board Members Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$500,000 General Aggregate \$500,000
<input checked="" type="checkbox"/> Employment Practices Liability Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000 General Aggregate \$5,000,000
<input checked="" type="checkbox"/> Employee Benefits Liability Occurrence Form	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000 General Aggregate \$5,000,000
<input checked="" type="checkbox"/> Employee Dishonesty Coverage	EDC-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$400,000
<input checked="" type="checkbox"/> Auto Liability Personal Injury and Property Damage	LCA-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$5,000,000
<input type="checkbox"/> Auto Physical Damage				
<input checked="" type="checkbox"/> Uninsured / Underinsured Motorists	UMI-SDRMA-201314	07/01/2013	07/01/2014	Each Accident \$750,000
<input type="checkbox"/> Trailer Coverage				
<input checked="" type="checkbox"/> Property Coverage Includes Fire, Theft and Flood	PPC-SDRMA-201314	07/01/2013	07/01/2014	Per Occurrence \$1,000,000,000 Replacement cost for Scheduled Property
<input checked="" type="checkbox"/> Boiler and Machinery Coverage	BMC-SDRMA-201314	07/01/2013	07/01/2014	Each Occurrence \$100,000,000 Replacement cost for Scheduled Property
<input type="checkbox"/> Workers' Comp.				

Description; All listed coverage is in effect only for the time period specified.

Gregory S. Hall - Chief Executive Officer

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

POLICIES AND PROCEDURES	NUMBER: 26-01	Page 1 of 1
	REVISION None	SUPERCEDES None
SUBJECT: REIMBURSEMENT OF RADIO SITE UTILITY EXPENSES	APPROVED BY EBRCSA Board of Directors	EFFECTIVE DATE 05/29/26

PURPOSE

The purpose of this policy is to establish a standardized and equitable methodology for the annual reimbursement of utility expenses incurred by member agencies hosting East Bay Regional Communications System Authority (EBRCSA) radio and prime sites. This policy ensures fiscal consistency across the Authority, simplifies budgeting, and provides predictable revenue for hosting agencies.

POLICY

When requested, EBRCSA shall reimburse agencies that host radio sites for expenses associated with the provision of electrical service.

PROCEDURE**Scope of Reimbursement**

Reimbursement under this policy is strictly limited to utility expenses associated with the operation of EBRCSA equipment.

Exclusions

This policy explicitly excludes reimbursement for the following:

- **Maintenance:** Staff costs for preventative maintenance of physical structures or upkeep of non-radio equipment.
- **Infrastructure & Landscaping:** Road maintenance, access improvements, or general site landscaping.
- **Space & Rent:** Rent for shelter space.
- **Excessive Admin Fees:** Any administrative costs exceeding the established cap.

Reimbursement Rates and Methodology

Reimbursement rates are determined based on the average utility costs of standalone sites and the average requested reimbursement for co-located (shared) sites to account for economies of scale. Established rates are inclusive of any administrative fees.

Established Rates

The following annual reimbursement rates shall apply:

Site Type	Standalone Site Rate	Shared/Co-located Site Rate
Prime Site	\$33,600	\$8,453
Radio Site	\$16,800	\$7,556

Notification and Request Process

To facilitate Authority budgeting, hosting agencies should notify the Executive Director of their intent to seek reimbursement for the upcoming fiscal year.

- **Documentation:** Requests for reimbursement must align with the methodology established in this policy to ensure they do not exceed actual utility costs.
- **Fiscal Year Alignment:** Reimbursements are processed annually to align with the EBRCSA fiscal cycle.

Policy Oversight

The Executive Director is responsible for the administration of this policy, including the verification of site types (Standalone vs. Shared) and the review of submitted costs.



**East Bay Regional
Communications
System Authority**




Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, University of California, Berkeley and California Department of Transportation

AGENDA ITEM NO. 6

**AGENDA STATEMENT
FINANCE COMMITTEE
MEETING DATE: MAY 15, 2026**

TO: Finance Committee

FROM: David Swing, Executive Director 

SUBJECT: Recommend Proposed FY2026/27 Operating and Capital Budget

RECOMMENDATIONS:

Recommend a proposed budget for Fiscal Year 2026/27 to the Board of Directors for adoption.

SUMMARY/DISCUSSION:

The Alameda County Auditor's Office has prepared the proposed EBRCSA FY2026/27 Operating and Capital budget. Staff recommends this budget to the Finance Committee for review and discussion.

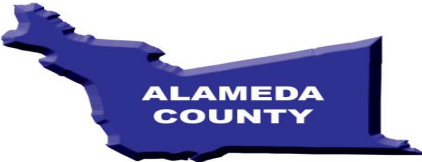
The proposed operating budget for FY26/27 is \$6,604,000. The Executive Director is confident that the proposed budget has sufficient funds to cover normal operating expenses. The proposed budget includes funding for planned capital projects, existing contracts and system maintenance. EBRCSA realized over \$900,000 in interest earnings for this fiscal year and anticipates a similar return for the coming year.

RECOMMENDATION:

It is recommended that the Finance Committee discuss and recommend a FY2026/27 budget to the Board of Directors for adoption.

Attachment:

1. Proposed Fiscal Year 2026/27 Budget and Cash Flow Projection
2. Budget Notes



**East Bay Regional
Communications
System Authority**



Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

BUDGET
FISCAL YEAR 2026-27

<u>Operating revenues</u>	
Operating dues	\$ 8,604,000
Service dues	1,800,000
Total operating revenues	<u>10,404,000</u>
<u>Operating expenses</u>	
Administration	422,000
Audit fees	26,000
Contingency	100,000
Insurance	110,000
Lease	81,000
Legal	33,000
Licenses and permits	10,000
Membership fees	5,000
Maintenance	5,293,000
Security	43,000
Utilities	475,000
Website hosting	6,000
Total operating expenses	<u>6,604,000</u>
Operating income	3,800,000
Interest income	900,000
Capital outlay	(3,646,000)
Debt service	(650,000)
Change in net position	<u>\$ 404,000</u>

Assumption:	Operating payments	11,000 radio count at \$37 per month per radio
		10,000 radio count at \$31 per month per radio
	Service payments	10,000 radio count at \$15 per month per radio

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
EXPENDITURE DETAIL
FISCAL YEAR 2026-2027**

OPERATING EXPENSES	FY23-24 Actuals	FY24-25 Actuals	FY25-26 Budget	FY25-26 Projected	FY26-27 Proposed
Administration					
Executive director	\$ 274,958	\$ 257,270	\$ 270,000	\$ 270,000	\$ 275,000
Administrative assistant	26,263	8,498	20,000	6,000	20,000
Training	-	-	20,000	-	10,000
Planning	-	-	-	-	100,000
Travel	-	-	7,000	-	7,000
Miscellaneous	2,718	6,765	10,000	4,000	10,000
Audit fees	19,305	19,899	26,000	22,000	26,000
Contingency	-	-	100,000	-	100,000
Insurance	83,699	86,952	95,000	86,000	110,000
Lease	71,644	73,792	81,000	76,000	81,000
Legal	76,242	16,326	33,000	13,000	33,000
Licenses and permits	1,752	2,328	10,000	1,000	10,000
Membership fees	9,025	1,809	5,000	4,000	5,000
Maintenance					
Astro maintenance	1,468,243	1,521,344	1,601,000	1,582,000	1,665,000
Astro SUA	1,358,657	1,386,156	1,436,000	1,420,000	1,475,000
MPLS	96,267	99,235	106,000	103,000	110,000
NICE SUA & Maintenance	320,560	283,069	310,000	303,000	330,000
MDR	288,099	298,518	315,000	310,000	330,000
Cirrus Central	-	-	62,000	-	62,000
Software maintenance (SUA II)	163,209	-	-	-	-
HVAC maintenance	12,734	30,186	75,000	33,000	75,000
Generator maintenance	5,813	53,189	50,000	33,000	50,000
ALCO general maintenance	600,000	600,000	600,000	600,000	450,000
COCO general maintenance	495,498	250,124	345,000	118,000	345,000
CSI telecommunications	81,790	115,467	260,000	12,000	-
Telecommunications engineering	-	-	-	-	200,000
Microwave maintenance	63,511	104,323	150,000	163,000	141,000
Miscellaneous	7,467	19,924	40,000	19,000	60,000
Security	38,507	34,282	39,000	34,000	43,000
Utilities	210,581	219,692	293,000	215,000	475,000
Website hosting	3,400	3,400	6,000	3,000	6,000
Total operating expenses	<u>5,779,942</u>	<u>5,492,548</u>	<u>6,365,000</u>	<u>5,430,000</u>	<u>6,604,000</u>
CAPITAL OUTLAY					
Encryption Upgrade	149,600	149,600	-	-	-
Microwave Network Upgrade	96,188	96,188	-	-	-
Walton Lane Simulcast Site	-	-	1,746,000	272,000	1,474,000
TDMA/Microwave Upgrade	1,871,240	1,871,240	1,872,000	1,871,000	1,872,000
DC Power Upgrade	3,030	3,030	45,000	11,000	75,000
Dispatch Consoles	9,759	-	-	-	-
Pearl Radio Shelter	-	-	400,000	305,000	150,000
Fire Station 31 Radio Site	-	-	-	-	75,000
Total capital outlay	<u>2,129,817</u>	<u>2,120,058</u>	<u>4,063,000</u>	<u>2,459,000</u>	<u>3,646,000</u>
DEBT SERVICE					
Principal	553,000	553,000	585,000	585,000	623,000
Interest	93,390	93,390	65,000	65,000	27,000
Total debt service	<u>\$ 646,390</u>	<u>\$ 646,390</u>	<u>\$ 650,000</u>	<u>\$ 650,000</u>	<u>\$ 650,000</u>

1. TDMA Upgrade is the annual payment for the Change Order approved by the Board of Directors

2. DC Power Upgrade is an annual amount to replace the batteries in various locations

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
PROJECTED CASH RESERVE BALANCES
FISCAL YEAR 2026-2027**

	FY25-26 Final Budget	FY25-26 Projected	FY26-27 Budget
Operating Reserve			
Beginning balance	\$ 1,373,000	\$ 1,373,000	\$ 1,357,500
Operating dues	8,266,000	8,629,000	8,604,000
Interest	360,000	936,000	900,000
Operating expenses	(6,365,000)	(5,430,000)	(6,604,000)
Transfer to Capital Reserve	(2,042,750)	(4,150,500)	(2,606,500)
Ending Balance	1,591,250	1,357,500	1,651,000
Debt Service Reserve			
Beginning balance	1,000,000	1,000,000	1,000,000
Service dues	1,512,000	1,746,000	1,800,000
Debt service	(650,000)	(650,000)	(650,000)
Transfer to Capital Reserve	(862,000)	(1,096,000)	(1,150,000)
Ending Balance	1,000,000	1,000,000	1,000,000
Capital Reserve			
Beginning balance	16,511,000	16,511,000	19,298,500
Transfer from other reserves	2,904,750	5,246,500	3,756,500
Capital outlay	(4,063,000)	(2,459,000)	(3,646,000)
Ending Balance	15,352,750	19,298,500	19,409,000
Total Reserve Balance	\$ 17,944,000	\$ 21,656,000	\$ 22,060,000

1. Operating Reserve Balance is equal to 25% of operating expenses
2. Debt Reserve Balance is set to equal \$1,000,000 every fiscal year
3. Capital Reserve Balance is the projected remaining cash after the Operating and Debt Reserve requirements have been met

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
10 YEAR CASH FLOW PROJECTION

Operating Dues Rate (no service dues)	34	37	40	43	46	46	46	46	46	46	46
Operating Dues Rate (service dues)	31	31	46	46	46	46	46	46	46	46	46

	FY 2025-26 Projected	FY 2026-27 Budget	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast	FY 2033-34 Forecast	FY 2034-35 Forecast	FY 2035-36 Forecast
Operating Reserve											
Balance - beginning	1,373,000	1,357,500	1,651,000	1,679,530	1,762,291	1,807,403	1,869,147	1,932,044	1,996,960	2,064,308	2,134,173
Receipts from members	9,565,000	9,504,000	9,069,000	10,894,000	11,324,000	11,324,000	11,324,000	11,324,000	11,324,000	11,324,000	11,324,000
Payments to suppliers	(5,430,000)	(6,604,000)	(6,718,120)	(7,049,166)	(7,229,612)	(7,476,589)	(7,728,175)	(7,987,841)	(8,257,231)	(8,536,692)	(8,825,228)
Transfer to Capital Reserve	(4,150,500)	(2,606,500)	(2,322,350)	(3,762,073)	(4,049,276)	(3,785,667)	(3,532,928)	(3,271,243)	(2,999,421)	(2,717,443)	(2,426,638)
Balance - ending	1,357,500	1,651,000	1,679,530	1,762,291	1,807,403	1,869,147	1,932,044	1,996,960	2,064,308	2,134,173	2,206,307

Debt Service Reserve											
Balance - beginning	1,000,000	1,000,000	1,000,000	-	-	-	-	-	-	-	-
Service dues	1,746,000	1,800,000	-	-	-	-	-	-	-	-	-
Principal	(585,000)	(623,000)	-	-	-	-	-	-	-	-	-
Interest	(65,000)	(27,000)	-	-	-	-	-	-	-	-	-
Transfer to Capital Reserve	(1,096,000)	(1,150,000)	(1,000,000)	-	-	-	-	-	-	-	-
Balance - ending	1,000,000	1,000,000	-	-	-	-	-	-	-	-	-

Capital Reserve											
Balance - beginning	16,511,000	19,298,500	19,409,000	20,744,350	22,519,423	26,493,699	30,219,366	26,977,494	23,473,937	19,686,558	15,617,201
Transfer from other reserves	5,246,500	3,756,500	3,322,350	3,762,073	4,049,276	3,785,667	3,532,928	3,271,243	2,999,421	2,717,443	2,426,638
Capital	(2,459,000)	(3,646,000)	(1,987,000)	(1,987,000)	(75,000)	(60,000)	(6,774,800)	(6,774,800)	(6,786,800)	(6,786,800)	(6,786,800)
Balance - ending	19,298,500	19,409,000	20,744,350	22,519,423	26,493,699	30,219,366	26,977,494	23,473,937	19,686,558	15,617,201	11,257,039

TOTAL RESERVE BALANCE	21,656,000	22,060,000	22,423,880	24,281,714	28,301,102	32,088,513	28,909,538	25,470,897	21,750,866	17,751,374	13,463,346
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SUPPLEMENTARY SCHEDULE FOR PAYMENTS TO SUPPLIERS

Administration	(280,000)	(422,000)	(438,880)	(456,435)	(474,692)	(493,680)	(513,427)	(533,964)	(555,323)	(577,536)	(600,637)
Audit fees	(22,000)	(26,000)	(27,040)	(28,122)	(29,247)	(30,417)	(31,634)	(32,899)	(34,215)	(35,584)	(37,007)
Contingency	-	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Insurance	(86,000)	(110,000)	(114,400)	(118,976)	(123,735)	(128,684)	(133,831)	(139,184)	(144,751)	(150,541)	(156,563)
Legal	(13,000)	(33,000)	(34,320)	(35,693)	(37,121)	(38,606)	(40,150)	(41,756)	(43,426)	(45,163)	(46,970)
Lease	(76,000)	(81,000)	(84,240)	(87,610)	(91,114)	(94,759)	(98,549)	(102,491)	(106,591)	(110,855)	(115,289)
Licenses and permits	(1,000)	(10,000)	(10,400)	(10,816)	(11,249)	(11,699)	(12,167)	(12,654)	(13,160)	(13,686)	(14,233)
Membership fees	(4,000)	(5,000)	(5,200)	(5,408)	(5,624)	(5,849)	(6,083)	(6,326)	(6,579)	(6,842)	(7,116)
Maintenance											
Astro Maintenance	(1,582,000)	(1,665,000)	(1,677,000)	(1,731,000)	(1,801,000)	(1,855,030)	(1,910,681)	(1,968,001)	(2,027,041)	(2,087,852)	(2,150,488)
Astro SUA	(1,420,000)	(1,475,000)	(1,480,000)	(1,510,000)	(1,550,000)	(1,596,500)	(1,644,395)	(1,693,727)	(1,744,539)	(1,796,875)	(1,850,781)
MPLS	(103,000)	(110,000)	(110,000)	(115,000)	(130,000)	(133,900)	(137,917)	(142,055)	(146,317)	(150,707)	(155,228)
NICE SUA & Maintenance	(303,000)	(330,000)	(330,000)	(355,000)	(380,000)	(391,400)	(403,142)	(415,236)	(427,693)	(440,524)	(453,740)
MDR	(310,000)	(330,000)	(330,000)	(345,000)	(360,000)	(370,800)	(381,924)	(393,382)	(405,183)	(417,338)	(429,858)
Cirrus Central	-	(62,000)	(64,480)	(67,059)	(69,741)	(72,531)	(75,432)	(78,449)	(81,587)	(84,850)	(88,244)
HVAC	(33,000)	(75,000)	(78,000)	(81,120)	(84,365)	(87,740)	(91,250)	(94,900)	(98,696)	(102,644)	(106,750)
Generators	(33,000)	(50,000)	(52,000)	(54,080)	(55,563)	(57,786)	(60,097)	(61,821)	(64,294)	(67,546)	(70,248)
ALCO maintenance	(600,000)	(450,000)	(468,000)	(486,720)	(506,189)	(526,437)	(547,494)	(569,394)	(592,170)	(615,857)	(640,491)
COCO maintenance	(118,000)	(345,000)	(358,800)	(373,152)	(388,078)	(403,601)	(419,745)	(436,535)	(453,996)	(472,156)	(491,042)
CSI telecommunications	(12,000)	-	-	-	-	-	-	-	-	-	-
Telecommunications engineering	-	(200,000)	(208,000)	(216,320)	(224,973)	(233,972)	(243,331)	(253,064)	(263,187)	(273,714)	(284,663)
Microwave maintenance	(163,000)	(141,000)	(140,000)	(240,000)	(150,000)	(160,000)	(166,400)	(173,056)	(179,978)	(187,177)	(194,664)
Miscellaneous	(19,000)	(60,000)	(62,400)	(64,896)	(67,492)	(70,192)	(73,000)	(75,920)	(78,957)	(82,115)	(85,400)
Security	(34,000)	(43,000)	(44,720)	(46,509)	(48,369)	(50,304)	(52,316)	(54,409)	(56,585)	(58,848)	(61,202)
Utilities	(215,000)	(475,000)	(494,000)	(513,760)	(534,310)	(555,682)	(577,909)	(601,025)	(625,066)	(650,069)	(676,072)
Web site hosting	(3,000)	(6,000)	(6,240)	(6,490)	(6,750)	(7,020)	(7,301)	(7,593)	(7,897)	(8,213)	(8,542)
Payments to suppliers	(5,430,000)	(6,604,000)	(6,718,120)	(7,049,166)	(7,229,612)	(7,476,589)	(7,728,175)	(7,987,841)	(8,257,231)	(8,536,692)	(8,825,228)

EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
10 YEAR CAPITAL CASH FLOW PROJECTION

	FY 2025-26 Projected	FY 2026-27 Budget	FY 2027-28 Forecast	FY 2028-29 Forecast	FY 2029-30 Forecast	FY 2030-31 Forecast	FY 2031-32 Forecast	FY 2032-33 Forecast	FY 2033-34 Forecast	FY 2034-35 Forecast	FY 2035-36 Forecast
Capital Reserve											
Balance - beginning	16,511,000	19,298,500	19,409,000	20,744,350	22,519,423	26,493,699	30,219,366	26,977,494	23,473,937	19,686,558	15,617,201
Transfer from other reserves	5,246,500	3,756,500	3,322,350	3,762,073	4,049,276	3,785,667	3,532,928	3,271,243	2,999,421	2,717,443	2,426,638
Capital projects:											
Walton Lane Simulcast Site	(272,000)	(1,474,000)	-	-	-	-	-	-	-	-	-
TDMA/Microwave Upgrade	(1,871,000)	(1,872,000)	(1,872,000)	(1,872,000)	-	-	-	-	-	-	-
DC Power Upgrade	(11,000)	(75,000)	-	-	-	-	-	-	-	-	-
Pearl Radio Shelter	(305,000)	(150,000)	-	-	-	-	-	-	-	-	-
Fire Station 31 Radio Site	-	(75,000)	-	-	-	-	-	-	-	-	-
Repeater Replacement Equipment	-	-	-	-	-	-	(3,000,000)	(3,000,000)	(3,000,000)	(3,000,000)	(3,000,000)
Console Replacement Equipment	-	-	-	-	-	-	(1,800,000)	(1,800,000)	(1,800,000)	(1,800,000)	(1,800,000)
Prime Site Controller Replacement Equipment	-	-	-	-	-	-	(300,000)	(300,000)	(300,000)	(300,000)	(300,000)
Motorola implement Costs for "Platform Migrations County/Other Labor for Motorola "Platform Migrations"	-	-	-	-	-	-	(1,432,800)	(1,432,800)	(1,432,800)	(1,432,800)	(1,432,800)
Shelter Repairs and Improvements	-	-	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)	(10,000)
Generator Replacements	-	-	(40,000)	(40,000)	-	-	(80,000)	(80,000)	(80,000)	(80,000)	(80,000)
Dehydrator Replacements	-	-	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)	(18,000)
Coaxial and WG Replacements Allowment	-	-	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)
Antenna Replacement Allowment	-	-	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)	(3,000)
DC Rectifier Replacements	-	-	(20,000)	(20,000)	(20,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)	(5,000)
Battery Replacements	-	-	-	-	-	-	(12,000)	(12,000)	(24,000)	(24,000)	(24,000)
Allowance for miscellaneous replacements	-	-	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)	(20,000)
Balance - ending	19,298,500	19,409,000	20,744,350	22,519,423	26,493,699	30,219,366	26,977,494	23,473,937	19,686,558	15,617,201	11,257,039



East Bay Regional Communications System Authority



Participating agencies include Alameda and Contra Costa Counties and the following cities and special districts: Alameda, Albany, Antioch, Berkeley, Brentwood, Clayton, Concord, Danville, Dublin, El Cerrito, Emeryville, Fremont, Hayward, Hercules, Lafayette, Livermore, Martinez, Moraga, Newark, Oakley, Pinole, Pittsburg, Pleasant Hill, Pleasanton, Richmond, San Leandro, San Pablo, San Ramon, Union City, Walnut Creek, East Bay Regional Park District, Kensington Police Community Services District, Livermore Amador Valley Transit Authority, Moraga-Orinda Fire District, Rodeo-Hercules Fire District, San Ramon Valley Fire District, Ohlone Community College District, Contra Costa Community College District, Dublin-San Ramon Services District and University of California, Berkeley

HIGHLIGHTS:

REVENUES - \$11.30M

- \$1,166,000 increase in revenues
 - Rates increased from \$34 per radio per month to \$37 per radio per month for members who do not pay service dues
 - Radio counts decreased for members who only pay operating dues from 12,600 to 11,000
 - Radio counts increased for members who pay operating and service dues from 8,400 to 10,000
 - Interest income increased by \$540,000 due to higher rates of return and higher average daily balances in the pool

EXPENSES - \$10.90M

- \$239,000 increase in operating expenses
 - \$95,000 net increase in administration due to planning budget
 - \$57,000 net decrease in Motorola contract expenses
 - \$182,000 increase in utilities for sites not previously paid by EBRCSA
- \$3.65M in capital outlay
 - \$1.87M for the TDMA and Microwave upgrades
 - \$1.48M for Walton Lane simulcast site
 - \$150,000 for Pearl radio shelter
 - \$75,000 for DC power upgrades
 - \$75,000 for Fire Station 31 radio site
- \$650,000 in debt service

CHANGE IN NET POSITION – increase of \$404,000

- Projected savings of \$3.71 million in net position when comparing FY25-26 budget to actual revenues and expenses
- Savings of net position in FY26-27 increases capital reserves by \$111,000

PROJECTED RESERVES

- Operating - \$1.65M
- Debt - \$1.00M
- Capital - \$19.41M
- Total - \$22.06M



**East Bay Regional
Communications
System Authority**




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AGENDA ITEM NO. 7

**AGENDA STATEMENT
FINANCE COMMITTEE MEETING
MEETING DATE: MAY 15, 2026**

TO: Finance Committee

FROM: David Swing, Executive Director 

SUBJECT: Recommend Contract Award to Tryg Inc., Federal Engineering and Micheal Gokey for Engineering Analysis, Frequency Services and Project Management

SUMMARY/DISCUSSION:

During the renewal of the CSI contract the Finance Committee asked staff to evaluate other engineering firms on behalf of EBRCSA. Staff was aware that Solano County had recently conducted a similar assessment of three firms. Staff contacted each of the engineering firms to assess their interest in participating in an assessment of their qualifications. Each of the three firms expressed an interest in participating. The three firms were Banyan Networks, CSI Telecommunications and Federal Engineering.

Senior leadership from the radio shops of Alameda and Contra Costa County and the Executive Director met with each of the three firms and rated their qualifications based on predetermined essential qualifications. Each member of the assessment team rated the firms individually then reported on their ranking. The members of the assessment team were unanimous in their ranking. CSI ranked first, Federal Engineering ranked second and Banyan Networks ranked third.

The assessment team recommends CSI Telecommunications (now Tryg Incorporated) as the primary engineering firm and Federal Engineering as a back-up or secondary firm.

Craig Trygstad is the President and Founder of Tryg Incorporated. Trygstad has more than 40 years in the telecommunications industry and has performed work on behalf of EBRCSA for more than 10 years. Trygstad is supported by a team of other senior engineers. Tryg Inc.'s contract is included for review as Attachment 1. The section of the contract for fixed rate services is incomplete. Tryg Inc intends to provide more information prior to the Finance Committee meeting to more fully articulate his pricing model. Currently, Tryg Inc's pricing for

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fixed rate services is dependent on the number of entities within the EBRCSA service area who use his services.

Federal Engineering (FE) was established in 1983 and provides telecommunications engineering services for cities and counties throughout the United States including more than 40 in California. FE will be used for special projects and when Tryg Inc is not available. FE's hourly rate varies from \$185 to \$291 an hour based on the level of support needed. While based in Virginia, FE has consultants that reside throughout the U.S. FE's contract is included for review as Attachment 2.

Additionally, staff is requesting the recommended approval of a consulting contract for Michael Gokey. Mr. Gokey recently retired from Santa Clara County as their manager of radio services. Gokey has more than 40 years of experience in the telecommunications industry. Prior to working for Santa Clara County, Gokey previously worked for Motorola Solutions Inc. installing and maintaining land mobile radio equipment. Staff intends to use Gokey's subject matter expertise on special projects. Gokey's contract is included for review as Attachment 3.

The proposed contracts have been reviewed by the Authority General Counsel.

FISCAL IMPACT:

There is no new fiscal impact associated with recommending this contract renewal, as sufficient funds have been allocated and included for these professional services within the proposed FY 2026-2027 budget.

Attachments:

1. Tryg Inc Contract
2. Federal Engineering Contract
3. Michael Gokey Contract

Professional Services Agreement
Between the East Bay Regional Communications System Authority and TRYG Incorporated Regarding
Radio Technology and Engineering Consulting Services

This Professional Services Agreement (“**Agreement**”) is made and entered into effective July 1, 2026 (“**Effective Date**”), by and between the East Bay Regional Communications System Authority, a joint exercise of powers authority organized and existing under and by virtue of the laws of the State of California (the “**Authority**”), and Tryg Incorporated, a California Corporation (“**Tryg**”). The Authority and Tryg are sometimes individually referred to herein as “**Party**” and collectively as “**Parties**.”

RECITALS

A. The Authority is a joint exercise of powers authority duly organized and existing under the provisions of Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “**Act**”), formed by the local agencies (the “**Members**”) that are signatories to a Joint Exercise of Powers Agreement dated as of September 11, 2007 (the “**JPA Agreement**”), and has developed a P25 compliant communications system serving Alameda and Contra Costa Counties and individual political jurisdictions therein (the “**Project**”). Tryg includes staff qualified to perform certain telecommunications services to support the Project.

B. On June 30, 2025, the Parties entered into an Agreement for CSI Telecommunications and Tryg’s provision of engineering, project management and consulting services to support the Project, at an hourly rate to be paid by the Authority, during an original term of one year (“**Original Agreement**”).

The last amendment to the Original Agreement was adopted by the Parties in 2025, and that amendment set a new termination date of June 30, 2026 (“**2025 Amendment**”).

C. With the adoption of the 2025 Amendment, the Parties expressed their desire to continue their Agreement and cooperation. The Parties now wish to continue their Agreement and cooperation pursuant to this Agreement beginning on the Effective Date, under the terms and conditions as set forth herein, in order to more accurately designate their respective duties given the passage of time.

NOW, THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

Agreement

1. Recitals.

The foregoing recitals are true and correct and hereby incorporated herein.

2. Term and Termination.

(a) **Termination of Original Agreement; Term of Agreement.** The Original Agreement, as most recently amended by the 2025 Amendment, is hereby terminated and replaced with this Agreement as of the Effective Date. This Agreement commences on the Effective Date and it shall remain in full force and effect until terminated (“**Term**”).

(b) **Termination of Agreement.** This Agreement may be terminated only as follow: (1) by the mutual written Agreement of the Parties; or (2) as a result of a material breach by a Party following written notice of default and opportunity to cure, as provided in Section 2(c); or (3) by either Party for convenience upon 180 days' advance written notice to the other Party.

(c) **Termination for Material Breach; Opportunity to Cure.** Prior to terminating this Agreement for material breach, the non-defaulting Party shall provide the defaulting Party written notice (“**Default Notice**”) specifying the nature of the alleged material breach and, if known to the non-defaulting Party, the means for curing or correcting the material breach in accordance with the terms of this Agreement. The defaulting Party shall have thirty (30) days from the date of receipt of the Default Notice to cure the material breach, or, where a material breach cannot reasonably be cured within said 30-day period, to begin taking steps to cure the breach. If, after 30 days from receipt of the Default Notice, the breach has not been cured, the non-defaulting Party may terminate this Agreement by giving the other Party no less than (7) days prior written notice of the termination, specifying the effective date of the termination; provided, however, that for any material breach that cannot reasonably be cured within 30 days following receipt of a Default Notice, the non-defaulting Party may not terminate this Agreement if, within the 30-day period following receipt of the Default Notice, the defaulting Party has begun taking steps to cure the material breach and continues thereafter to take steps to cure the material breach within a reasonable time. During any period following a Default Notice, the Parties will continue to satisfy all of their obligations under this Agreement until such time as this Agreement is terminated.

3. Access.

Authority shall allow Tryg authorized personnel access to Authority’s radio sites for the purpose of performing the services pursuant to this Agreement.

4. Scope of Work.

(a) **Services.** Under the terms of this Agreement, Tryg will perform the following professional services as directed by EBRCSA, which include but are not limited to the following:

On a time and expenses basis:

1. Radio frequency coordination, permitting, application, selection, and resolution of radio frequency interference reports or complaints against EBRCSA.
2. Radio frequency coordination for application of new frequencies or changes to existing frequencies.
3. Identification and resolution of radio frequency interference.
4. Analysis of frequency and system performance or usage.
5. Provide radio or microwave infrastructure engineering.
6. Preparation and electronic filing of FCC applications.
7. Preparation of other FCC documents and filings as directed by the Executive Director;
8. Radio systems engineering;
9. Oversight of projects pertaining to the EBRCSA system.
10. Support with vendor proposals and projects.
11. Ongoing cost analysis and recommendations.
12. Coverage analysis
13. Radio site development and improvement support

On an annual fixed cost basis:

1. Monitoring of all EBRCSA microwave and land mobile radio frequency licenses
2. Review of other licensee’s microwave Prior Coordination Notices (PCN)

3. Creation and/or filing of radio frequency interference reports on EBRCSA's behalf;
4. Reviews of requests for Letters of Concurrence (LOC).
5. License renewals
6. Administrative changes
7. Filing of Construction Completion Notices
8. Representation at the Region 6 700 MHz and Region 6 800 MHz Frequency Coordination Committees.

(b) **Third-Party Contractors.** Tryg may contract with third-party service providers for the performance of its Services with the prior written consent of Authority's Executive Director in accordance with Section 6(c).

(c) **Failure to Perform.** The failure of Tryg to perform, or Tryg's failure to cause third parties to perform, any Services set forth in this Section 4 as and when required to ensure normal operation of the Project shall constitute a material breach and allow Authority to exercise its remedies pursuant to Section 2.

5. Information Sharing.

The Parties agree to share, and keep confidential to the fullest extent permitted by law, information as necessary to carry out their respective duties as set forth herein.

6. Payment for Services.

(a) **Service Rates.** The Authority shall pay for the Services according to the following hourly rates:

(i) Regular Rate. Two-hundred twenty-five dollars (\$225) per hour (the "**Regular Rate**") for Services performed on a time and expense basis.

(ii) Increases in the Regular Rate. July 1, 2027 and each July 1 thereafter during the Term, Tryg may increase the Regular Rate up to 3%.

(iii) Service performed on a fixed cost basis...[to be determined].

(b) **Materials.** If Tryg purchases materials to perform the Services, Tryg shall invoice Authority for such materials at Tryg's actual cost. Tryg shall pass through to Authority any manufacturer's warranty for such materials.

(c) **Third-Party Services.** If Tryg determines that a third-party service provider is required to perform the Services under this Agreement, Tryg will notify Authority in writing of the need for the third-party service provider, the Services to be performed, and the estimated cost, if known. Authority shall have 30 days to approve or deny, in writing, Tryg's request for third-party service provider performance, and, if Authority provides no written response within that 30-day period, Authority will be deemed to have approved the third-party service provider. If Authority has approved, or is deemed to have approved, a third-party service provider for the performance of any Services, Tryg shall invoice Authority for such third-party services at Tryg's actual cost, and Authority shall reimburse Tryg for those costs, in accordance with Section 6(d).

(d) **Invoices.**

(i) Submission of Invoices and Payment. Tryg shall submit invoices for Services (including third-party services) and any materials provided pursuant to this Agreement to Authority in the manner and form prescribed by Authority no later than sixty (60) days from the end of the month in which the Services

were provided to the Authority. Authority shall remit payment for such Services (including third-party services) and materials to Tryg within 30 days of receipt of an invoice from Tryg. The Authority's obligation to remit payment to Tryg shall survive the termination of this Agreement until such time as Tryg is paid for all Services and third-party services performed, and all materials purchased, during the term of this Agreement.

(ii) **Right to Withhold Payment.** Authority may withhold payment to Tryg when, in the reasonable opinion of Authority expressed in written notice to Tryg, Tryg's performance, in whole or in part, either has not been carried out or the Services or expenses are insufficiently documented in accordance with the requirements of this Agreement. Within 10 days after that written notice is given to Tryg, the Parties' authorized representatives will meet to seek to resolve the issue that resulted in Authority withholding payment to Tryg. If the issue cannot be resolved to the mutual satisfaction of the Parties' authorized representatives, Tryg reserves all of its rights to take any action authorized by law to enforce the terms of this Agreement. Nothing in this Section or elsewhere in this Agreement constitutes a waiver of Tryg's right to recover a withheld payment to which it is entitled under this Agreement.

(e) **Audit Exceptions.** During the term of this Agreement and for three years following its termination Tryg agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by state or federal audit agencies resulting from Tryg's performance under this Agreement. Within 30 days of written demand by Authority, Tryg shall pay Authority the full amount of Authority's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Tryg's failure to perform properly any of its obligations under this Agreement.

7. Indemnification/Hold Harmless.

Each Party shall solely be liable for any and all damages, including attorney's fees, resulting from the actions or omissions arising from its performance of the terms of this Agreement.

(a) **Indemnification.** Each Party (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other Party (the "**Indemnified Party**") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees, (collectively, "**Liabilities**") where the same arises out of, are a consequence of, or are in any way attributable to, in whole or in part, the negligence or willful misconduct of the Indemnifying Party, its officers, officials, agents, employees, volunteers, contractors, or by any individual or agency for which the Indemnifying Party is legally liable, including, but not limited to, officers, agents, employees, volunteers, representatives, council or board members, or contractors of the Indemnifying Party. This indemnification duty shall apply to the Indemnifying Party, for any such liabilities or claims made by any entity, individual, employee, volunteer, or contractor of the Indemnifying Party. For purposes of indemnification set forth in this Agreement, "**Indemnified Party**" means the applicable Party, its officers, officials, agents, employees or volunteers.

(b) **Notice.** The Indemnified Party: 1) shall notify the Indemnifying Party in writing within a reasonable time, but no later than 30 days, after learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Indemnifying Party is prejudiced thereby; 2) shall have the right to participate in such defense or settlement with its own counsel and at its own expense, but the Indemnifying Party shall have control of this defense or settlement; and 3) shall reasonably cooperate with the defense.

(c) **Survival.** The Parties' obligations in this Section 7 shall remain in full force and effect following the termination of the Agreement for any Liabilities that accrue or begin to accrue during the Term.

8. Insurance.

(a) **Required Policies.** Each Party shall secure and maintain throughout the Term, at its sole expense, insurance coverage required under this Section. At its sole discretion, a Party may elect to self-insure for any or all policies of insurance required under this Section. Prior to the Effective Date, each Party shall provide the other Party evidence of insurance coverage or satisfactory statements of self-insurance meeting the requirements specified below:

(i) Commercial General Liability Insurance, with a minimum limit of liability per occurrence of Two Million Dollars (\$2,000,000) for bodily injury and property damage. If Commercial General Liability Insurance or other form of insurance with a general aggregate limit is used, either the general aggregate limit shall apply separately to a project/location or the general aggregate limit shall be twice the required occurrence limit. This insurance shall indicate on the certificate of insurance the following coverages and indicate the policy aggregate limit applying to: premises and operations; broad form contractual; independent consultants and subcontractors; products and completed operations as applicable.

(ii) Automobile Liability Insurance, with a minimum limit of liability per occurrence of One Million Dollars (\$1,000,000) for bodily injury and property damage. This insurance shall cover any automobile for bodily injury and property damage.

(iii) Workers Compensation in at least the minimum statutory limits.

(b) **Policy Requirements.** All insurance shall:

(i) Be endorsed to include the other Party, its elected and appointed directors, officials, officers, employees, volunteers and agents, as additional insureds with respect to this Agreement and its performance. The coverage shall contain no special limitations on the scope of its protection to the above-designated insureds.

(ii) Be primary with respect to any insurance or self-insurance programs of the other Party, their elected and appointed officials, employees, and agents for claims made against the insured Party.

(iii) Be evidenced, prior to commencement of services, by properly executed policy endorsements in addition to a certificate of insurance; or, alternatively if a Party is self-insuring, by a letter or other evidence of coverage issued by that Party's risk manager, or designee.

(c) **Changes to Insurance.** No changes in insurance carriers may be made without 30 days advance written notice to the other Party. A Party shall provide the other Party written confirmation of any policy renewal and any renewal certificate of insurance, or other evidence of coverage, within 30 days after the renewal date.

9. Notice.

All notices shall be in writing and shall be served by any of the following means: (a) by personal delivery during usual business hours at the principal office of the Party; or (b) by depositing the same in the United States mail, postage prepaid, and addressed to the Party at its principal office; or (c) by deposit with an overnight carrier for next business day delivery to the Party at its principal office, with all delivery charges prepaid. The Parties' principal offices for purposes of this Agreement are as follows:

To Tryg:
Tryg Inc.
Attn: Craig Trygstad
1511 Elgio Lane
Davis, CA 95618

To Authority:
East Bay Regional Communications System Authority
Attn: Executive Director
4985 Broder Blvd.
Dublin, CA 94568

Service of notice pursuant to this Section shall be deemed complete on the day of service by personal delivery, or on the second day following the postmark date if deposited in the United States mail, or on the next business day following the date the notice is deposited with an overnight carrier for next business day delivery. A Party may change its principal office address by delivering written notice to the other Party in the manner required by this Section at least five (5) days before the change in address becomes effective. A courtesy copy of any notice may be given by email, but an emailed courtesy copy of a notice does not substitute for service of the notice in accordance with this Section.

10. Governing Law and Venue.

This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Venue in any proceeding or action among the Parties arising out of this Agreement shall be in Contra Costa County, California and Federal Courts in the Northern District of California.

11. Amendment.

This Agreement may only be modified or amended by a subsequent written Agreement signed by the Parties.

12. Entire Agreement.

This Agreement represents the entire and integrated Agreement between the Parties as to the subject matter referenced herein.

13. Severability.

No provision of this Agreement shall be interpreted to require any unlawful action by any Party. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such a section or clause is an essential element of the Agreement, the Parties shall promptly endeavor to negotiate a replacement that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

14. Execution in Counterpart.

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least

one such counterpart, each counterpart shall be deemed an original, and, when taken together with all other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties. This Agreement may be executed on behalf of a Party by affixing either a manual signature, or a digital signature that satisfies the requirements of Government Code section 16.5 and Title 2, California Code of Regulations, sections 22000 through 22005.

15. Compliance with Laws.

In performing any services required under this Agreement, the Parties shall observe and comply with all applicable Federal, State and local laws and regulations, including but not limited to, licensing, employment, and purchasing practices and wages, hours, and conditions of employment, including nondiscrimination.

16. Inspection.

Tryg's performance, and records pertaining to this Agreement are subject to monitoring, inspection, review and audit by authorized representatives of the Authority.

17. Records.

During the term of this Agreement and for three years following its termination, each Party must keep and make available for inspection and copying by authorized representatives of the other Party, the State of California, and the United States Government, regular business records and such additional records pertaining to this Agreement.

18. Further Specifications for Operating Procedures.

Detailed specifications of operating procedures and budgets required by this Agreement, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by the Authority's authorized representative or Tryg's authorized representative, provided that any such written clarification shall not conflict with this Agreement. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Agreement. If any written clarification prepared pursuant to this Section conflicts with a provision of this Agreement, the conflicting provision of this Agreement shall govern.

19. Copyrights and Rights in Data.

Tryg will not publish or transfer any materials produced or resulting from activities supported by this Agreement without the express written consent of Authority's Executive Director. If any material is subject to copyright, Authority reserves the right to copyright, and Tryg agrees not to copyright such material. If the material is copyrighted, Authority reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

20. No Waiver.

The failure of any Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, and said provision shall nevertheless be and remain in full force and effect.

21. No Partnership.

The relationship between the Parties shall not be that of partners, agents, joint venturers, a joint powers authority, or joint enterprise of any kind, and nothing contained in this Agreement shall be deemed to

constitute a partnership or agency Agreement between them for any purposes, including, but not limited to federal income tax purposes. The Parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

22. No Employee Relationship.

(a) No relationship of employer and employee is created by this Agreement. Neither Party is an agent of the other Party in any capacity whatsoever, and neither Party's employees are employees of the other Party.

(b) Each Party and its respective officers, officials, agents, employees, volunteers, contractors, or any individual or agency for which the Party is legally liable shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, eligibility to enroll in the as an employee of the other Party, entitlement to any contribution to be paid by the other Party for employer contributions and/or employee contributions for benefits, or any other employee benefits of the other Party of any kind.

(c) Each Party and its respective officers, officials, agents, employees, volunteers, contractors, or any individual or agency for which the Party is legally liable shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or pensions or annuities that are imposed by any governmental entity in connection with labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents, or employees and each Party agrees to indemnify and hold the other Party harmless from any and all liability which they may incur because of their failure to pay such accounts.

(d) In carrying out its obligations under this Agreement, each Party shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to that Party's officers, agents and/or employees; and each Party agrees that its officers, agents, and/or employees will not be considered independent contractors of the other Party and shall not be treated or considered in any way as officers, agents, and/or employees of the other Party.

(e) The requirements of this Section shall survive the termination of this Agreement.

23. No Third-Party Beneficiary.

This Agreement is only for the benefit of the Parties as public entities and shall not be construed as or deemed to operate as an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

24. Authority to Enter into Agreement.

Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective Party.

[Signatures on following page]

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first written above.

TRYG INCORPORATED

Craig Trygstad, President

ATTEST:

**EAST BAY REGIONAL
COMMUNICATIONS SYSTEM
AUTHORITY**

Authority Secretary

Board of Directors Chair

APPROVED AS TO FORM:

Richard D. Pio Roda Authority Counsel

5595750.1

BASIC SERVICE AGREEMENT

This BASIC SERVICE AGREEMENT (this "Agreement") is made this ____ day of 2026 by and between Federal Engineering, Inc., a Maryland corporation, having offices at 1800 Alexander Bell Drive, Suite P-120, Reston, VA 20191, (hereinafter called "**FE**") and the East Bay Regional Communications System Authority (EBRCSA) a Joint Powers Authority (JPA), having offices at 4985 Broder Boulevard, Dublin, California 94568 (hereinafter called the "**Client**").

The period of performance of this Agreement (the "Term"), for the purpose of issuing Task Orders hereunder, is from July 1, 2026, to June 30, 2029 (the "End Date"). The Term of this Agreement may only be extended by mutual agreement by both parties in writing.

Subject to the provisions of this Agreement, **FE** shall, in accordance with Task Orders issued hereunder and approved by the **Client** and **FE**, perform tasks in the general area of telecommunications, information technology, and management consulting services.

1. STATEMENT OF WORK:

1.1 **FE** will complete the initial work as described in its Proposal "Federal Engineering-East Bay RCSA CA PRO LMR OTS 20260112.pdf", which is attached and made part of this agreement.

1.2 The **Client** or **FE** may, from time to time during the Term of this Agreement, issue written Task Orders detailing the services to be delivered under this Agreement by specifying: (a) the statement of work to be performed; (b) security requirements, if any; (c) the ceiling price or other fee amount, including all charges, expenses, and travel authorizations, if any; and (d) any other applicable instructions. To be valid and deemed to be a Task Order to be performed under this Agreement, approved Task Orders must be executed by both parties and, thereupon, shall be incorporated into this Agreement by reference.

1.3 Except as expressly set forth in the terms of a Task Order signed by both Client and **FE**, in the event a conflict exists between the terms of a Task Order and the terms of this Agreement, the terms of this Agreement shall control.

2. CLIENT OBLIGATIONS: Nothing herein shall be construed as an obligation of the **Client** to issue, or to **FE** to consent to, any Task Orders hereunder and the limit of the **Client's** and **FE's** duties shall extend only to Task Orders as may be approved by **Client** and **FE** in accordance with this Agreement. All Task Orders are subject to review and acceptance by **FE**; acceptance of which shall be provided by **FE** returning a copy of the fully signed Task Order to **Client**.

3. COMPENSATION:

3.1. For any fixed-price Task Orders, **FE** will submit invoices to **Client** in accordance with the agreed-upon milestone schedule showing the tasks that have been completed.

3.2. For any time and materials Task Orders, **FE** will submit invoices to **Client** monthly in accordance with **FE's** then-current Rates and Terms indicated, a copy of which is set for and incorporated into this Agreement as Schedule A.

3.3. Unless stated otherwise in any Task Order, payment of all invoices shall be due within thirty (30) days of the invoice date. Late balances are subject to a finance charge of 1.5 percent per month or fraction thereof. Any and all taxes, except Federal income taxes, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, will be in addition to the invoiced amounts and shall be paid by the Client.

4. INDEPENDENT CONTRACTOR: **FE** shall be deemed at all times to be an independent contractor of the **Client** and shall not be deemed to be an employee, joint venturer, or other nature of partner of the **Client**. Neither **FE** nor its personnel shall at any time, or for any purpose, be considered employees or agents of the **Client**. The **Client** is hereby contracting with **FE** for the services described in the approved Task Order(s). **FE** is not required to perform the services during a fixed hourly or daily time, and if the services are performed at the **Client's** premises, then **FE's** time spent at the premises is to be at the discretion of **FE**, subject to the **Client's** normal business hours and security requirements. **FE** hereby confirms to the **Client** that the **Client** will not be required to furnish or provide any training to **FE** to enable **FE** to perform the services required hereunder. The services shall be performed by **FE**, and the **Client** shall not be required to hire, supervise or pay any assistants to help **FE** perform the services under this Agreement. The management of the work, including but not limited to the order or sequence in which it is performed, shall be under the control of **FE**, subject to compliance with any approved Task Order(s). Except to the extent that **FE's** work must be performed on or with the **Client's** computer or the **Client's** software, all materials used in providing the services shall be provided by **FE**. **FE** shall have and maintain insurance coverages in the normal course of **FE's** business and, in addition thereto, **FE** shall procure any specialized insurance that is specifically called for in writing and expressly set forth in an approved Task Order to this Agreement. The **Client** understands and agrees that as an independent contractor, **FE** does not have any authority to sign contracts, notes, or obligations to make purchases, or to acquire or dispose of any property for or on behalf of the **Client**.

5. WARRANTY: **FE** hereby warrants to the **Client** that **FE** is not under any obligation, contract, or agreement, nor has **FE** previously executed, any agreement with any third party that would, in any manner, prevent **FE** from giving, and the **Client** from receiving, the full benefit of **FE's** services as contemplated by this Agreement. **FE** makes no other warranties, whether written, oral, or implied, including without limitation warranty of fitness for purpose or merchantability. In no event shall **FE** be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has

been disclosed to **FE** in advance or could have been reasonably foreseen by **FE**, and in the event this limitation of damages is held unenforceable, then the parties agree that by reason of the difficulty in foreseeing possible damages, all liability to **Client** shall be limited to One Hundred dollars (\$100.00) as liquidated damages and not as a penalty.

6. PROPRIETARY INFORMATION:

6.1. Both parties hereby agree that at all times both during the term of this Agreement and for a period of three (3) years after the End Date, that each party will hold inviolate and keep secret all knowledge, information, data, trade secrets, inventions, and customer lists that have been clearly marked "PROPRIETARY" or "CONFIDENTIAL" by the other party. Each party under the terms of this Agreement, will not disclose such information to any competitor, or other individual, corporation, or firm except when authorized to do so by the other party, in writing. Nothing herein shall be construed as to preclude either party from engaging in any occupation or endeavor that will not directly or indirectly involve the proprietary information of the other party.

6.2. Each party's obligations with respect to handling and using proprietary information of the other party as set forth in Section 6.1, above, are not applicable to: (a) Information that at the time of disclosure is or was either known to the party or disclosed in then-existing literature or patents or is or was in any other way in the public domain; (b) Information that after disclosure becomes known to the party by independent discovery or by casual observation or analysis of information provided by a third party; (c) Information that after disclosure becomes known to the party from a source other than the other party without breach of any obligation by the disclosing party; (d) Information that is or has been furnished by the disclosing party to the Government with "unlimited" rights, (e) Information that is disclosable and not subject to an exemption from disclosure under the California Public Records Act (Cal. Govt. Code Secs. 7922.000 *et seq.*) and (f) Information available in the public domain.

7. RELEASE OF INFORMATION:

7.1 **FE** shall not make any public release of information in any medium concerning this Agreement without the prior review and approval of the **Client**.

7.2. Requests for review of any information and/or materials proposed for public release, in any medium whatsoever, shall be submitted in writing to an authorized representative of the **Client** for approval, which review and approval shall not be unreasonably withheld or delayed.

8. TERMINATION FOR CONVENIENCE: This Agreement may be terminated by either party at any time, and for any reason, by giving written notice of such termination to the other party. Should the **Client** terminate this Agreement while work is in progress, **FE** shall, upon receipt of the notice of termination, stop all work as quickly as practical. The **Client** shall be responsible for all undisputed service fees, labor costs and expenses incurred by **FE** through the date that **FE** reasonably is able to terminate such work, as well as any **Client** approved demobilization costs.

9. ASSIGNMENT: Neither party shall assign or transfer this Agreement without the written consent of the other party.

10. GOVERNING LAW: This Agreement shall be interpreted, governed by, and construed in accordance with, and the rights of the parties shall be determined under, the laws of the State of California. The **Client** hereby agrees to pay all legal, court, and collection fees including, without limitation, attorneys' and expert witness fees, incurred by **FE** should the **Client** breach any term, condition or obligation created by this Agreement or for **FE** to collect any overdue invoices and other fees, costs, and expenses rendered to, for, and/or on behalf of the **Client**. The **Client** agrees that the venue for any and all disputes arising under and/or with respect to this Agreement shall be in the courts of Alameda County, California, and the **Client** hereby consents to the jurisdiction of said courts and waives any defense of *forum non-conveniens* with respect to said courts.

11. COMPLIANCE WITH APPLICABLE LAWS: Both parties agree to comply with all applicable laws, statutes, and orders of the United States Government and any political subdivisions thereof now in effect or hereafter enacted, and the same shall be deemed to be incorporated by reference. **FE** shall be held harmless by the **Client** for violation of any governmental procurement regulation to which it may be subject but to which specific written reference is not made in this Agreement.

12. SET OFF: The **Client** acknowledges and further agrees that **FE** shall have the right to set off, against any amounts which may become due and payable to the **Client**, any amount which the **Client** may owe to **FE**, whether arising under this Agreement or otherwise.

13. Not applicable.

14. NON-SOLICITATION: The **Client** hereby agrees that for the term of this Agreement, and for a period of one (1) year thereafter, the **Client** shall not directly or indirectly, orally, in writing, or by other method of communication, solicit any employee, agent, or consultant of **FE**, nor encourage any employee, agent, or consultant of **FE**, to terminate such employee's, agent's, or consultant's work, business, or other professional relationship with **FE**. The **Client** further agrees that for the term of this Agreement, and for a period of one (1) year after the End Date, should the **Client** hire or engage any employee, agent, or consultant of **FE** to provide services to, for, and/or on behalf of the **Client**, whether directly or indirectly, then the **Client** shall pay to **FE** a finder's fee equal to seventy percent (70%) of each such employee's, agent's, and/or consultant's first-year total compensation package.

15. COOPERATIVE PROCUREMENT: This Agreement may be extended to other public agencies and political subdivisions including, but not limited to, Federal, state, county, and local entities, to permit those public entities to purchase in accordance with the pricing, terms, and conditions set forth in this Agreement. Notwithstanding the foregoing in this Section 15, each purchasing public entity will deal directly with **FE** with regard to the statement of work, order placement, delivery, invoicing, and payment

applicable to such public entity. The **Client** does not accept any responsibility or involvement in the purchase orders or contracts issued by other public entities.

16. **WAIVER:** The failure of **FE** to insist on strict performance of any of the terms and conditions hereof shall not constitute a waiver of any other provision of this Agreement.

17. **FORCE MAJEURE:** **FE** shall not be responsible for **FE's** failure to fulfill its obligations under this Agreement due to causes that are beyond **FE's** reasonable control, including, without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, pandemics, riots, wars, terrorist acts, travel restrictions, or any other causes, directly or indirectly beyond **FE's** reasonable control, so long as **FE** is using its best efforts to remedy such failure or delays.

18. **CONSTRUCTION:** Paragraph numbers and headings used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement. If any term or condition of this Agreement is in conflict with local, state, or federal law and becomes null and void, the remainder of the Agreement shall survive and remain in effect. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not thereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law. This Agreement shall be construed as having been negotiated between the parties and not drafted by a particular party.

19. **NO THIRD-PARTY BENEFICIARIES:** Notwithstanding anything in this Agreement to the contrary, this Agreement benefits solely the parties to this Agreement and their respective permitted successors and assigns, if any, and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. **ENTIRE AGREEMENT:** This Agreement supersedes all previous agreements, understandings, representations, warranties, and other statements, both oral and in writing, and contains all the terms and conditions of the transactions contemplated by this Agreement. All modifications to this Agreement must be reduced to writing as amendments and duly executed by both parties hereto.

21. **EFFECTIVE DATE:** This Agreement shall become effective when executed by both parties and shall be binding upon the parties hereto, their successors, and permitted assigns.

Signature Page Follows

FEDERAL ENGINEERING, INC.

CLIENT

By: _____
Signature

By: _____
Signature

Print Name

Print Name

Title

Title

Date

Date

Schedule A

GSA MAS Schedule 70
Contract Number: GS-35F-0159Y
Federal Engineering Rates

Labor Category	GSA Price w/IFF
Project Executive	\$291.94
Senior Program Manager	\$228.55
Project Manager	\$175.22
Senior Technology/Operations Specialist	\$252.54
Subject Matter Expert III	\$211.79
Senior Subject Matter Expert II	\$180.88
Subject Matter Expert I	\$154.28
Senior Network Analyst	\$185.31

TERMS AND CONDITIONS

1. GSA rates do not include state or local taxes.
2. Travel and meals on a per diem basis, will be invoiced at actual cost.
3. Hours expended for travel in support of any time and materials task orders are billable hours.
4. Invoices will be rendered monthly. All invoices are due and payable 30 days from issuance. Late balances are subject to a finance charge of 1.5 percent per month (or fraction thereof).

This document is proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc.



January 12, 2026

Mr. David Swing
Executive Director
East Bay Regional Communications System Authority
4985 Broder Boulevard
Dublin, CA 94568

RE: Proposal for On-Call Technical Services

Dear Mr. Swing:

Federal Engineering, Inc. (**FE**) is pleased to submit this proposal to the East Bay Regional Communications System Authority (EBRCSA) to provide on-call technical services, review current communications systems, and offer subject matter expertise. **FE** is well qualified to provide the requested services to meet the EBRCSA needs.

- **FE** brings extensive experience consulting on thousands of public safety radio communications projects nationwide. With more than 70 projects in California, we will bring our in-depth understanding of state, regional, and municipal regulations, policies, and operating environments to EBRCSA.
- Our experienced team has extensive hands-on public safety radio consulting expertise in critical public safety operations, communications, technology, and the use of industry standards and best practices.
- Two members of our proposed team are based in California and have worked on multiple public safety radio projects across the state.
- Objective analysis and vendor neutrality are the company's core values. **FE** is truly an independent, trusted advisor to our clients.
- **FE** has been chosen by more organizations than any other public safety communications consulting firm because we meet users' needs and minimize project risk.

FE can proceed with this effort immediately under our General Services Administration (GSA) Master Award Schedule #GS-35F-0159Y.

By my signature below, I authorize the submission of this proposal and bind **FE** to its terms and conditions for 60 days from the submittal date. If you have any questions or need further information, please contact Brad Barber by phone at 850-377-7707 or via email at bbarber@fedeng.com. **FE** looks forward to working with EBRCSA on this project and is fully committed to commencing services immediately upon receipt of a purchase order.

Sincerely,

Ronald F. Bosco
President and Chief Executive Officer
Federal Engineering, Inc.

This is Federal Engineering



- Delivers industry-recognized independent consulting services for public safety solutions, communication technologies, and operational processes.
- Applies innovative and cost-effective approaches to enhance efficiencies and keep critical infrastructures reliable and sustainable.
- Provides full lifecycle of consulting services—public safety consulting is our only business.
- Promotes a collaborative approach as a proven trusted advisor, striving to retain lifelong partnerships with every client.

43 Years in Business

50 Subject Matter Experts

500 Clients

3,500+ Public Safety Consulting Projects

1,200 Combined Years of Staff Experience

\$ Billions System Projects/Procurements

Zero Failed Projects

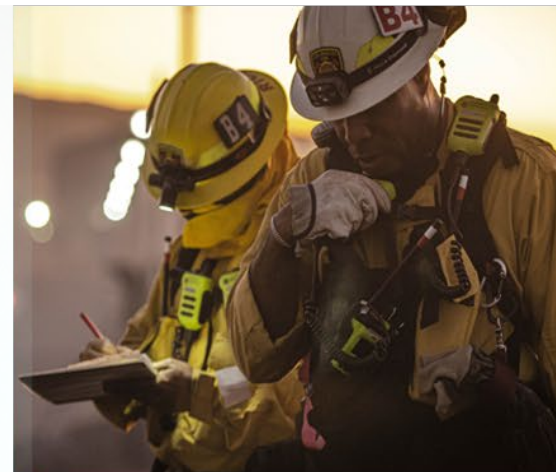


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Proprietary Notice

This proposal, its contents, and appendices are proprietary to Federal Engineering, Inc. and shall not be disclosed to third parties without prior written permission from Federal Engineering, Inc. Should this proprietary notice conflict with any government procurement regulations, policies, or practices, the government procurement regulations shall take precedence.

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1 Company Qualifications

Federal Engineering (*FE*) is the leading independent consulting firm in technology solutions, communication systems, and operational processes for public safety organizations. *FE* has an unmatched international reputation for providing high-quality system analysis, requirements definition, operational assessments, conceptual designs, procurement support, project management, and implementation oversight for a wide variety of projects. *FE* is widely recognized for applying innovative and cost-effective technologies to keep critical processes and infrastructures reliable and sustainable.

FE provides our clients with a full lifecycle of consulting services. As a trusted advisor, *FE* promotes a collaborative approach and strives to maintain lifelong partnerships with every client.

- **Extensive public safety consulting experience:** *FE* has been selected by more than 500 clients across Canada and the United States for multiple projects. Our clients range in population from 5,000 to over 40 million. We have served in multiple provinces and in every state, completing over 3,500 consulting projects across North America.
- **Unparalleled subject matter expertise:** *FE* offers a team of 50 highly qualified, senior-level consultants and subject matter experts, located across the United States, with a combined total of 1,200 years of hands-on experience. Our staff has extensive law enforcement, fire services, and emergency communications experience; we understand what you do and why you do it.
- **Independence commitment:** *FE* is committed to total independence, free from the influence of hardware vendors, software suppliers, system integrators, or managed service providers. Objective independence and vendor neutrality are core values of the company. *FE* is truly an independent, trusted advisor to our clients.
- **Best practices and industry standards:** *FE* consultants are actively involved in industry working groups and national standards organizations and apply the knowledge gained from that involvement to deliver best practices and standards-based solutions in every project.
- **Delivering best-value solutions:** Solid economic recommendations are critical to moving a public safety technology project forward. We have developed the tools, skillsets, and methodologies necessary to deliver actionable, affordable solutions that most effectively meet the needs of public safety agencies at the lowest risk.
- **Continuous improvements:** *FE* continually refines its methodologies for delivering high-quality services to its clients. Following each project, *FE* conducts internal debriefings and structured client feedback reviews to assess performance, capture lessons learned, and implement process improvements.

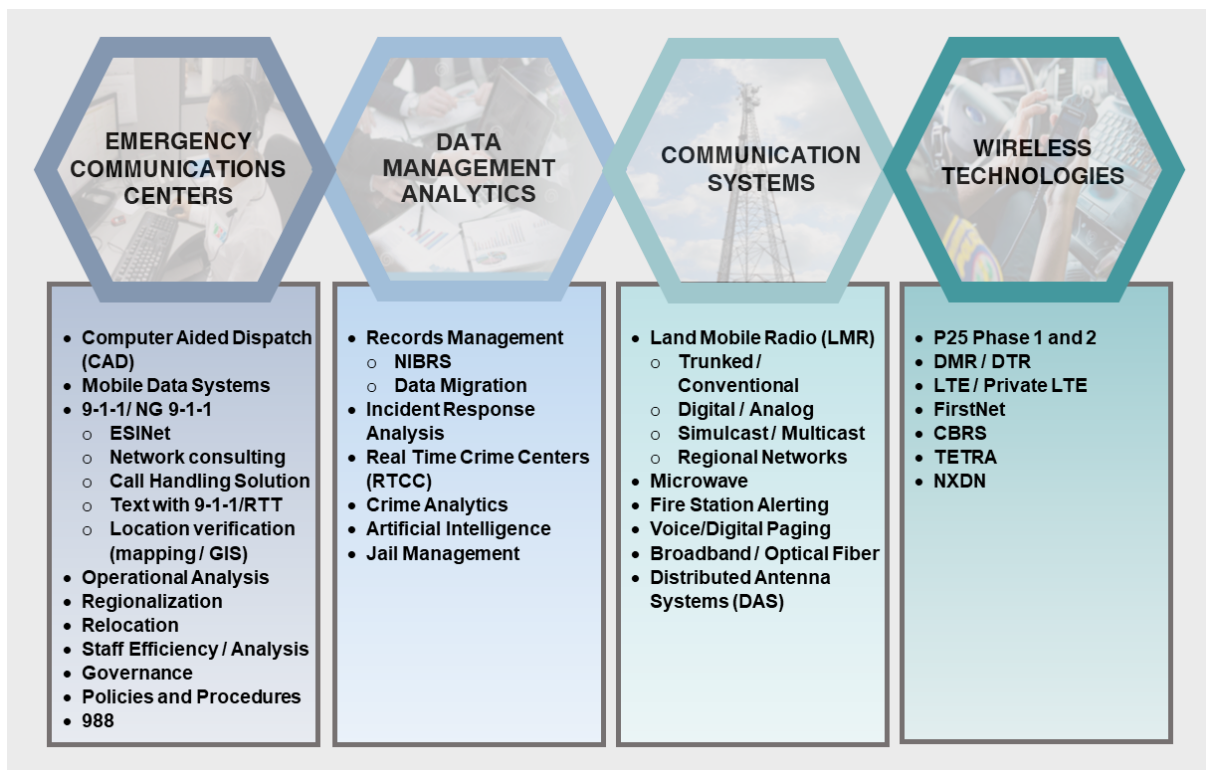
1.1 Company Overview

Founded in 1983, **FE** is a privately owned, independent consulting firm. Private ownership provides distinct advantages—outside investors or venture capital firms do not influence corporate decisions. **FE’s** founder, Ronald F. Bosco, an engineer and former first responder, continues to guide and lead the firm. As President and Chief Executive Officer (CEO), Mr. Bosco and Executive Vice President and Chief Operating Officer (COO) John E. Murray are personally invested in the success of each project and the satisfaction of every client. Both principals make themselves available to our clients and our internal teams to review and discuss project objectives, tasks, deliverables, or other subjects that may arise. Our consistency in ownership, leadership, and vision results in continued project success and unparalleled client satisfaction, as demonstrated by many of our earliest clients who remain **FE** clients today.

CONSULTING SERVICES
STRATEGIC PLANNING
PROJECT MANAGEMENT
NEEDS ASSESSMENTS
GAP ANALYSES
CONCEPTUAL DESIGNS
STAFFING / TRAINING ASSESSMENTS
SPECIFICATIONS / RFP DEVELOPMENT
PROCUREMENT / CONTRACT NEGOTIATIONS
IMPLEMENTATION MANAGEMENT
INTEROPERABILITY ASSESSMENTS
CYBERSECURITY
CONTINUITY OF OPERATIONS
IV&V REVIEW / ANALYSIS / TESTING
GOVERNANCE / LEGISLATIVE SUPPORT
FUNDING / BUDGET / GRANT ANALYSES
EXPERT WITNESS / LITIGATION SUPPORT
SPECTRUM MANAGEMENT / ANALYSES
COVERAGE MODELING

Areas of Expertise

Public safety communication and technology solutions are highly technical and complex, with numerous and potentially costly issues that can arise during the specification, procurement, contract negotiations, and implementation phases of a project. **FE** has an excellent reputation in public safety solutions and communication consulting, with a successful history of completing projects on time and within budget while consistently exceeding client commitments



National and Local Experience

FE brings unparalleled subject matter knowledge to this project. Our diverse project experience sets *FE* apart from our competition; no other public safety consulting firm delivers our breadth and depth of relevant project experience to EBRCSA.

As a national firm, *FE* brings the experiences of numerous municipal and county governments to this project. To support a geographically dispersed client base, *FE*, headquartered in Fairfax County, Virginia, has regional offices in California, Arizona, Florida, New Jersey, New York, Connecticut, Pennsylvania, and Maryland. Additionally, *FE* has consultants located in 18 U.S. states. Our distributed workforce delivers efficient and responsive support to our clients.

FE has a considerable history of providing consulting services in California. With more than 40 clients across the state, we have an in-depth understanding of the legislation, policies, and operating environments that may impact this project. The following is a partial list of our California clients.

CALIFORNIA		
<ul style="list-style-type: none"> • Berkeley, City of • California, State of • Contra Costa County • Del Norte County • El Dorado Hills, City of • Hayward, City of • Heartland Communications • Hollister, City of • Kern County • LA-RICS, Los Angeles • Lakeside Fire Protection District • Lompoc, City of • Los Angeles, City of • Los Angeles Department of Water and Power • Los Angeles Unified School District 	<ul style="list-style-type: none"> • Marin County • Marin Emergency Radio Authority • Merced County • Meta (Facebook) • Mono County • Monterey County • North County Joint Powers Authority • Oakland, City of • Piedmont, City of • Redwood Empire Dispatch Communications Authority (REDCOM) • San Diego, City & County • San Francisco Airport • San Francisco, City and County 	<ul style="list-style-type: none"> • San Francisco Airport • San Francisco Bay Area Regional Interoperable Communications System (BayRICS) • San Mateo County • Santa Barbara County • Santa Clara, City of • Santa Cruz County • Santa Monica, City of • Simi Valley, City of • Tuolumne Band of Me-Wuk Indians • Ventura, City of • Yuba, City of • Yuba County

1.2 Public Safety Communications and Technology Expertise

Land Mobile Radio Communications

Public safety radio system upgrade plans and designs are based upon user needs and impacted by environmental factors and regulatory requirements. Our team brings valuable insight gained from radio deployments and emergency response operations across the U.S. Because we have implemented numerous systems, our analyses and recommendations are practical and minimize risks. Our team has extensive experience conducting assessments, analyzing market trends and vendor roadmaps, evaluating industry best practices, and assessing the technical, operational, and budgetary impact of radio communication delivery scenarios. *FE* consultants have analyzed virtually every type of radio technology and configuration structure utilized by state, county, and local governmental entities. As a result, we understand the complexities that will be involved in

facilitating and supporting a properly functioning communications solution. We provide technical advice and guide each client through the process of determining the right approach for their unique situation. Our team’s technical radio communication knowledge base includes the following:

Land Mobile Radio Systems	Land Mobile Radio Technologies
<ul style="list-style-type: none"> • Trunked • Conventional • Simulcast • Multicast • Analog • Digital • Hybrid • Interoperability overlays • Dispatch consoles • Logging recorders • Communications sites and towers • Emergency/standby power systems • Wide area warning • Distributed Antenna Systems (DAS) • Bi-directional amplifiers (BDA) • Alerting (Personnel & Station) • External system interfaces 	<ul style="list-style-type: none"> • APCO TIA Project 25 (P25) Phase 1 and Phase 2 <ul style="list-style-type: none"> ○ Inter Radio Frequency (RF) Subsystem Interface (ISSI) ○ Console Subsystem Interface (CSSI) ○ Digital Fixed Station Interface (DFSI) • Digital Mobile Radio (DMR) <ul style="list-style-type: none"> ○ Applications Interface (AIS) • Next Generation Digital Narrowband (NXDN) • Terrestrial Trunked Radio (TETRA) • Legacy Analog FM • Analog/Digital One-Way Paging • Telemetry • Supervisory Control and Data Acquisition (SCADA) • Radio over IP (RoIP) • Encryption






Frequency Bands	Broadband/Advanced Wireless Technologies/Transport	Manufacturers’ Systems and Equipment Evaluated and/or Procured from FE’s Specifications	
<ul style="list-style-type: none"> • Low band • VHF • UHF • 700/800 MHz • 900 MHz • 2.4, 4.9, 5.8 GHz • 6/12/18 GHZ (Microwave) • CBRS • Other licensed and unlicensed bands 	<ul style="list-style-type: none"> • LTE/FirstNet • Private LTE (PLTE) • PTT over Broadband • Cellular and Wi-Fi • WiMAX • Wi-Fi • LORAWAN • LTE Cat M • NB-IoT • Microwave • Optical fiber • Leased transport • MPLS 	<ul style="list-style-type: none"> • ATT • Aviat • Avtec • BK Technologies • Catalyst • Codan • EF Johnson • ESChat • Icom • JPS • JVC/Kenwood • L3Harris • Lumen 	<ul style="list-style-type: none"> • MNI • Motorola • Nokia • Omnitronics • Raven • T-Mobile • Tait • Tango Tango • Technisonic • Verizon • Zello • Zetron

Public Safety Answering Point (PSAP) Technology and Operations







FE has extensive expertise and hands-on experience working with public safety agencies to improve technology use and operational processes of dispatch centers, PSAPs, and Emergency Communication Centers. *FE* understands the unique needs of multi-service and multi-agency emergency response and the challenges inherent in exploring alternative public safety technology and service response models. *FE* has worked with numerous jurisdictions to conduct a wide range of communication center technology upgrade and replacement projects, including 9-1-1/NG911, call handling systems (CHS), CAD, records management, mobile data and field reporting, and real-time crime centers. Our involvement encompasses understanding clients' strategic objectives, functional requirements, business processes and procedures, staffing requirements, recruitment, training, and retention, as well as technology support capabilities and state and local policies and legislation.

1.3 Project Experience

The chart on the following pages includes several examples of our public safety radio communications consulting experience.

PUBLIC SAFETY RADIO COMMUNICATIONS CONSULTING PROJECTS									
CLIENT	PROJECT DESCRIPTION	Needs Assessment	Site Surveys	Coverage Analysis	Technical Specifications	Procurement Support	Vendor Proposal Evaluation	Contract Negotiations	Implementation Support
	<ul style="list-style-type: none"> Digital Microwave Backhaul 	<ul style="list-style-type: none"> VHF/UHF Project 25 	✓	✓	✓	✓	✓	✓	✓
Marin County, CA	Radio Communications Consulting	Dates: 2015-2022							
	<ul style="list-style-type: none"> 700 MHz P25 Motorola SmartZone 	<ul style="list-style-type: none"> Trunked UHF 	✓	✓	✓	✓	✓	✓	✓
San Francisco, City/County, CA	800 MHz Public Safety Radio Replacement	Dates: 2014-2021							
	<ul style="list-style-type: none"> 700 / 800 MHz P25 Phase 2 	<ul style="list-style-type: none"> Motorola SmartZone P25 	✓	✓	✓	✓	✓	✓	✓
San Diego County, CA	Radio Communications Study	Dates: 2010-2020							
	<ul style="list-style-type: none"> P25 Interoperability 	<ul style="list-style-type: none"> 700/800 MHz Regional communications 	✓	✓	✓	✓	✓	✓	✓
City of San Diego, CA	Public Safety Communication Consulting Services	Dates: 2010-ongoing (multiple contracts)							
	<ul style="list-style-type: none"> On-call technical support Document and system reviews Coverage analysis Digital microwave link analysis and path studies 	<ul style="list-style-type: none"> Strategic plan for P25 migration Interference investigations and recommendations Regional communications FCC regulatory support Specialized technical services 	✓	✓	✓	✓	✓		

East Bay Regional Communications Systems Authority, California
On-Call Technical Services

PUBLIC SAFETY RADIO COMMUNICATIONS CONSULTING PROJECTS									
CLIENT	PROJECT DESCRIPTION	Needs Assessment	Site Surveys	Coverage Analysis	Technical Specifications	Procurement Support	Vendor Proposal Evaluation	Contract Negotiations	Implementation Support
	<ul style="list-style-type: none"> 800 MHz Trunked Simulcast 	<ul style="list-style-type: none"> P25 Motorola 	✓	✓	✓	✓	✓	✓	✓
Lee County, FL	P25 Radio Communications Consulting	Dates: 2017- ongoing							
	<ul style="list-style-type: none"> 700 / 800 MHz P25 Simulcast Motorola Smartnet/ SmartZone 	<ul style="list-style-type: none"> Digital / analog VHF/UHF Fiber optic/microwave 	✓	✓	✓	✓	✓	✓	✓
Florida, State of	SLERS-2 Radio Upgrade: Business Case, Procurement, Implementation	Dates: 2020-ongoing							
	<ul style="list-style-type: none"> L3Harris APCO P25 	<ul style="list-style-type: none"> 700/800 MHz 	✓		✓	✓	✓		✓
Santa Barbara County, CA	Public Safety Radio System Consulting	Dates: 2017-2024							
	<ul style="list-style-type: none"> 800 MHz VHF/UHF 	<ul style="list-style-type: none"> Motorola/Alcatel Microwave 	✓		✓	✓	✓		✓
Monroe County, NY	Radio Communications Consulting Services	Dates: 2023-ongoing							
	<ul style="list-style-type: none"> P25 Phase 2 7/800 MHz Trunked radio system VHF analog simplex UHF P25 digital repeated 	<ul style="list-style-type: none"> State and federal interoperable system Digital paging Analog paging 	✓	✓	✓	✓	✓	✓	✓
	<ul style="list-style-type: none"> 700/800 MHz P25 	<ul style="list-style-type: none"> Analog/digital Trunked 	✓	✓	✓	✓	✓	✓	✓

2 On-call Technical Services

2.1 Project Understanding

EBRCSA is a Joint Powers Authority (JPA) responsible for owning and operating a P25-compliant communications system for public agencies within Alameda and Contra Costa Counties. The P25 system supports over 40 member agencies, including 30 cities, two counties, six special districts, the University of California at Berkeley, the Dublin-San Ramon Services District, and the California Department of Transportation. EBRCSA needs subject matter expertise, on an ongoing basis, to evaluate system maintenance and upgrades, review and make recommendations to improve system resiliency and reliability, and act as EBRCSA's trusted advisor for all radio communications-related matters.

This statement of work (SOW) provides a framework for *FE* to respond to ad-hoc, short-term assignments to EBRCSA. Through this SOW, the EBRCSA is provided with the mechanism to direct *FE* consulting efforts in an orderly fashion while maintaining control and visibility.

2.2 Scope of Services

Tasks may be initiated by email or written correspondence between *FE* and EBRCSA's Project Manager or their designee. *FE* can perform on-call technical consulting services that include, but are not limited to, the following:

- Providing technical assistance to EBRCSA and its stakeholders
- Conducting system capacity analysis or improvement studies
- Conducting site and radio system inspections and analyses, including:
 - Request and review client-provided system documentation, including FCC licenses, radio shop records, site information, equipment and subscriber inventories, and other related documents
 - Conduct onsite inspections of existing equipment and document the status of radio infrastructure equipment, software revision status, backhaul network infrastructure, site facilities, and any site or system-related deficiencies
- Evaluating system maintenance plans and processes
- Analyzing system lifecycle support plans
- Serving as technical advisors to EBRCSA management and radio systems users
- Offering informal advice or conducting technical research
- Assisting in administrative issues such as FCC license modifications and renewals
- Analyzing radio operations and system/technology utilization and developing improvement recommendations
- Conducting special presentations on select subjects
- Performing independent coverage analysis of existing or proposed sites, including simulcast-related time delay interference
- Providing support in areas such as operations, engineering, or administration for public safety radio services

- Assisting with the procurement processes, including the following:
 - Documenting system requirements
 - Generating RFPs
 - Responding to vendor questions
 - Attending vendor presentations
 - Reviewing vendor proposals
 - Supporting negotiations
- Conducting preliminary and detailed design reviews/evaluations
- Providing implementation support, including program management and inspection services
- Performing equipment and system acceptance plan reviews and evaluations, including the following:
 - Staging plan reviews
 - Staging tests—attend onsite and document
 - Site acceptance plan reviews
 - Site acceptance—attend onsite and document
 - RF coverage acceptance plan review
 - RF coverage tests—attend onsite and document
 - Functional acceptance plan review
 - Functional tests—attend onsite and document
 - Final acceptance plan review
 - Final acceptance tests—attend onsite and document
 - Cutover plan review
 - Cutover coordination—attend onsite and document
- Performing other tasks as directed by EBRCSA.

Milestones and deliverables may consist of any of the following:

- *FE* may conduct program review meetings or technical seminars
- *FE* may conduct needs assessment interviews with stakeholders
- *FE* may observe operations and conduct site visits to assess and inventory equipment
- *FE* may generate written responses for system design and acceptance test plan reviews and evaluations
- *FE* may generate written documentation on attending and witnessing staging and in-field tests for acceptance
- *FE* may generate program plans using Microsoft Project and other software
- *FE* may generate brief memoranda, reports, or white papers on findings
- *FE* may participate in meetings to support findings or to discuss assignments

2.3 Project Schedule

This support agreement will begin upon execution of this proposal and remain active throughout the contract period of performance.

3 Personnel Qualifications

In contracting with *FE*, EBRCSA will partner with a consulting firm with an extensive team of highly qualified, experienced consultants and subject matter experts, a team with a combined total of 1,200 years of hands-on experience. *FE* does not assign entry-level consultants. In our professional experience, the challenges faced by public safety agencies are usually complex; they require the senior-level expertise of consultants who have hands-on experience working in similar environments and with relevant solutions. *FE* consultants are actively involved in industry working groups, professional conferences, and national standards organizations, and apply their knowledge to implement best practices in every project.

FE has 50 highly qualified, experienced project managers, consultants, technologists, technicians, and subject matter experts who bring a thorough understanding of the challenges faced by agencies with limited resources. Our team is experienced in managing project tasks, deliverables, and risks, and will complete this project on schedule and within budget. *FE* consultants work as a cohesive team to facilitate strategic, tactical, and operational improvements with meaningful metrics to gauge success.

FE proposes subject matter experts with extensive qualifications to deliver technical communications consulting services required by EBRCSA. The team's strength comes from hands-on experience working in public safety environments; we know the issues, challenges, and risks agencies face in public safety communications and understand the challenges from a user's perspective. *FE* team members have relevant project and career experience in the following roles:

- Directors of communication centers, dispatch centers, and emergency operation centers
- Managers of NG9-1-1, 9-1-1, CAD, RMS, mobile data, and telephony systems
- Communication center call takers and dispatchers
- Fire, EMS, and law enforcement first responders
- Radio system managers and technicians
- IT systems technologists
- Project managers selected for their ability to lead stakeholders to a consensus
- Local and state government public safety communications officials

3.1 Project Team

Every *FE* client receives company ownership oversight (provided at no cost), a designated project manager, and a team of consultants to provide support in response to client requests. The personnel proposed for this project have previously assisted numerous clients with similar requirements. Our subject matter experts have worked together for years and will guide the EBRCSA in providing guidance that is customized for your unique environment.

Each project team member brings more than 25 years of public safety service and consulting experience to this project. Many *FE* consultants are certified Project Management Professionals (PMP), certified Change Management professionals, and certified Emergency Number Professionals (ENP), including staff assigned to this project.

Senior Program Manager

Dave Mortimer, MBA, PMP, ENP

Mr. David Mortimer, MBA, PMP, ENP, who is based in California, has 18 years of project management experience and is adept at managing projects from goal setting to planning and completion. He is an expert in processes and best practices of project management and is skilled at proactively managing changes in project scope, identifying potential problems, and devising contingency plans. Mr. Mortimer is proficient at managing multiple risks and applies excellent communication skills to develop client and partner relationships.

Senior Technology/Operations Specialist

Luis Camarillo

Mr. Luis Camarillo is a Certified Telecommunications Engineer with over 20 years of hands-on experience in land mobile radio, backhaul networks, cellular communications, and information technology. He has extensive experience with site surveys, requirements discovery, product lifecycle evaluation, maintenance contract analysis, conceptual design, and cost estimates. Mr. Camarillo has worked with dozens of clients on various types of citywide, countywide, and statewide voice and data systems. He develops specifications for radio and backhaul system RFPs, evaluates vendor proposals, and provides implementation support, including detailed design review, installation inspections, coverage testing, and system acceptance.

Subject Matter Expert III

Julian Duran

Mr. Duran has over 12 years of experience in RF coverage design of public safety mission-critical land mobile radio networks, GIS and voice/data traffic analysis, and system design of large-scale wireless networks. For the first five years of his career, Mr. Duran worked with Motorola's Central Coverage Design Team and was tasked with coverage prediction and optimization for multiple pre-sale and post-sale projects ranging from small DMR systems to countywide P25 systems.

Subject Matter Expert III

Terry Forehand

Mr. Terry Forehand has over 25 years in designing, implementing, managing, and maintaining land mobile communications systems for the United States Army, local government, and private enterprises. His experience includes conventional and trunking P25 systems, broadband systems, and microwave networks. Mr. Forehand's technical experience with these systems includes procurement, contract negotiations, implementation oversight, independent system verification, final documentation reviews, and oversight of warranty and post-warranty services.

Subject Matter Expert II

Mark Maes, MBA

Mr. Mark Maes, who is based in California, has over 15 years of experience in the wireless telecommunications and public safety communications industry. He has supported the implementation of a new P25 radio system in Kern County, California. Another recent project was working with the Salt River Project (SRP), where he was responsible for project management and business development with wireless carriers for cell site co-location properties. In his early career, Mr. Maes was employed by Sprint as a Senior Manager and Lead Negotiator for public safety radio communications rebanding along the United States, Canadian, and Mexican borders.

Executive Leadership and Oversight

Ronald F. Bosco, President/CEO
John E. Murray, Executive VP/COO
Rajit Jhaver, Associate Vice President

Rajit Jhaver will serve as the project executive. He will regularly review project progress reports and make appropriate adjustments throughout the project lifecycle so that tasks and deliverables are completed on time, within budget, and to the client’s satisfaction. Mr. Jhaver will work closely with the **FE** senior program manager and is responsible for the overall success of the project.

In addition, **FE** Executive Vice President and COO, Mr. John E. Murray, will provide independent review and quality assurance of deliverables through executive management oversight. As President and CEO, Mr. Ronald F. Bosco participates in project reviews and the quality assurance process. The services of Mr. Murray and Mr. Bosco are provided at no charge to the EBRCSA.

3.2 Resumes

Resumes for the proposed primary project team are provided on the following pages. **FE** also has a deep bench of additional resources that can be utilized as needed for this project.

David Mortimer, MBA, PMP, ENP

Senior Program Manager



David Mortimer has 18 years of project management experience and is adept at managing projects from goal setting to planning and completion. He is an expert in processes and best practices of project management and is skilled at proactively managing changes in project scope, identifying potential problems, and devising contingency plans. David is proficient at managing multiple risks and applies excellent communication skills to develop client and partner relationships.

During his tenure with Harris Corporation, David directed all phases of customer engagements, from initiation through completion, including day-to-day operational aspects of projects. He managed budget, schedule, quality, and technical performance of assigned projects, defining project scope, objectives, and deliverables that supported project goals. In addition, he introduced new technology, managed project teams, and communicated project expectations to team members and partners. He also reviewed design drawings and acted as liaison between design engineers and clients.

Areas of Expertise	Project Experience
<ul style="list-style-type: none"> • Project management • Complex systems management and implementation • Engineering • Process improvement • Procurement and contract negotiations • Risk management • Strategic planning 	<p>State/Regional Experience</p> <ul style="list-style-type: none"> • Wisconsin Statewide radio implementation support • Nevada public radio system LMR implementation support • Puget Sound Emergency Radio Network (PSERN), WA PSERN network review services • Lower Colorado River Authority, TX 700 MHz licensing services <p>City/County Experience</p> <ul style="list-style-type: none"> • San Mateo County, CA Microwave, LMR project Management, consulting, and public safety infrastructure upgrade • Marin County, CA Emergency Radio Authority (MERA) implementation Support • Tillamook County, OR Procurement support • Harrison County, MS LMR consulting • Mesa, AZ coverage study • Yuma, AZ Spectrum interference study • Twin Falls, ID Coverage study • Washoe County, NV Implementation support <p>Additional Experience</p> <ul style="list-style-type: none"> • Harris Corporation Project Manager • Siemens Mobility Senior Technical Project Manager
<p>Education and Training</p> <ul style="list-style-type: none"> • MBA, Syracuse University • B.S., Electrical Engineering, Brigham Young University • Project Management Professional (PMP) • Advanced Master's Certificate in Project Management 	
<p>Professional Organizations</p> <ul style="list-style-type: none"> • Project Management Institute • APCO • NENA • IEEE 	

Luis Camarillo

Senior Technology/Operations Specialist



Mr. Luis Camarillo is a Certified Telecommunications Engineer with over 20 years of hands-on experience in cellular communications, information technology, land mobile radio, and backhaul networks. He has extensive experience with documentation review, site surveys, requirements discovery, product lifecycle evaluation, coverage analysis, capacity studies, and budgetary cost estimates. Mr. Camarillo has worked with dozens of clients on various types of citywide, countywide, and statewide voice and data systems. He develops functional specifications for radio and backhaul system RFPs and evaluates vendor proposals with a focus on design, compliance, and pricing. Mr. Camarillo engages heavily in implementation support including detailed design review, factory testing, installation inspections, coverage testing, and system acceptance.

Areas of Expertise

- Long term evolution
- Public safety mobile radio
- Wireless communications
- RF propagation analysis
- VoIP disaster recovery
- Traffic engineering theory
- Electronic circuit analysis
- Engineering management
- Information technology
- Network management

Education and Training

- M.S., Telecom and Information Engineering, Southern Methodist University
- B.S., Telecom Engineering Technology, Texas A&M University

Professional Organizations

- Institute of Electrical and Electronics Engineers
- International Association for Radio, Telecommunications and Electromagnetics

Project Experience

State/Regional Experience

- California Bay Area regional interoperable communications system P25 radio engineering interoperability program
- Lakeside Fire Protection District, CA Radio specifications support

City/County Experience

- Kern County, CA Public safety microwave system specifications, procurement, and implementation
- San Mateo County, CA Microwave/LMR project management, SME, and infrastructure upgrade
- Del Norte, CA Interoperability communications assessment and plan
- El Dorado Hills, CA Fire Department communications system assessment and design
- Lompoc, CA Radio on-call technical support
- Merced County, CA Interoperability communications study, procurement and implementation support
- Mono County, CA LMR consulting
- City of San Diego, CA radio communications system assessment, design, procurement, and implementation
- San Diego County, CA PSPI and PSPI task order 28: San Diego County mutual aid zones
- Santa Barbara County, CA LMR implementation support add-on and public safety radio system replacement
- Santa Cruz County, CA LMR, microwave consulting, and LMR procurement
- City and County of San Francisco, CA Public safety radio replacement
- Simi Valley, CA LMR RFP development, contract negotiations, and procurement support
- City of Ventura, CA Radio consulting



Julian Duran

Subject Matter Expert III



Mr. Duran has over 12 years of experience in RF coverage design of public safety mission-critical land mobile radio networks, GIS and voice/data traffic analysis, and system design of large-scale wireless networks. Prior to joining **FE**, he worked for Motorola Solutions for eleven years in pre- and post-sales engineering for state, local, and federal markets. For the first five years of his career, Mr. Duran worked with Motorola's Central Coverage Design Team and was tasked with coverage prediction and optimization for multiple pre-sale and post-sale projects ranging from small DMR systems to countywide P25 systems. He has extensive experience with best practices that follow TIA TSB-88 standards for public safety radio coverage design and optimization, RF propagation prediction software tools, frequency reuse studies, and microwave best practice guidelines.

Areas of Expertise

- P25 systems
- DMR systems
- LMR
- Wireless networks
- RF propagation prediction software tools, RF link budget, RF propagation models, and frequency reuse studies
- Data and Voice traffic/capacity studies
- Aviat Microwave
- GIS analysis
- Frequency licensing application studies for FCC and regional Planning Committees filing procedures
- Coverage Acceptance Testing Planning
- TCP/IP networks, routing and switching protocols
- TIA TSB-88 standards for public safety radio coverage end to end design and optimization
- EDX Signal Pro

Education and Training

- M.S., Electrical and Computer Engineering, University of Illinois at Chicago
- Major in Communications, Antennas and RF Propagation
- B.S. Electrical and Electronics Engineering, Polytechnic University of Puerto Rico

Project Experience

City/County Experience

- Kern County, CA LMR upgrade implementation support
- Santa Barbara County, CA Implementation support
- Santa Cruz County, CA LMR procurement (Z Consulting)
- Marin Emergency Radio Authority (MERA), Marin, CA Implementation support
- City of Simi Valley, CA Radio system contract negotiations support
- Santa Fe County, NM Implementation support and RECC radio system conceptual design support
- Union County, NM LMR consultant
- Deming, NM Radio system alternatives analysis
- Salt Lake City, UT Government radio system consulting services
- Twin Falls, ID Coverage study
- City of Mesa, AZ Contour study
- Yuma, AZ Spectrum interference study
- Lancaster County, VA Implementation support
- Town of Winthrop, ME Radio upgrade
- Richland, WA VHF system replacement
- Ottawa, ON P25 radio network consulting

Additional Experience

- Motorola Solutions, Chicago, IL Post Sales Systems Engineer Federal Market
- Motorola Solutions, Solutions, Chicago, IL Post Sales System Engineer TSS
- Motorola Solutions, Solutions, Chicago, IL Pre-Sales Engineer TSS
- Motorola Solutions, Solutions, Chicago, IL RF Coverage Systems Engineer



Terry Forehand

Subject Matter Expert III



Mr. Forehand has over 25 years in designing, implementing, managing, and maintaining land mobile communications systems for the United States Army, local government, and private enterprises. His experience includes conventional and trunking P25 systems, broadband systems, and microwave networks. As Senior Consultant, Mr. Forehand's project management and technical lead experience with these systems includes procurement, contract negotiations, implementation oversight, independent system verification, final documentation reviews, and oversight of warranty and post-warranty services.

Mr. Forehand previously served as system manager responsible for the maintenance and operation of the Nassau County, Florida, public safety P25 system. Additional previous experience includes serving as service coordinator for a leading land mobile radio manufacturer's authorized warranty service and repair shop, where he was responsible for managing daily operations of the service facility that provided service 24 hours a day, seven days a week for public safety and public enterprises.

Areas of Expertise	Project Experience
<ul style="list-style-type: none"> Public safety and private wireless networks Voice and data communications network implementation and acceptance testing Radio system exercise development and execution Radio system budgetary analysis Contract negotiation Project management Oversight of mobile radio and mobile data terminal installations 	<p><i>State/Regional Experience</i></p> <ul style="list-style-type: none"> Gainesville, FL regional utilities 800 MHz radio system consulting State of Utah LMR implementation consulting <p><i>City/County Experience</i></p> <ul style="list-style-type: none"> Avon, CT public safety radio consulting and police headquarters radio tower project Collier County, FL radio system analysis and infrastructure replacement Gainesville, FL radio system enhancement study Nassau County, FL public safety radio procurement, implementation and maintenance Levy County, FL public safety communications consulting Camden County, GA P25 PSMR needs assessment Dawson County, GA radio system upgrade Monroe County, NY LMR integration consulting and radio communications consulting Yadkin County, NC PSMR implementation support and tower inspection services Town of Collierville, TN communications consulting technical support Dinwiddie County, VA radio consulting King and Queen County, VA P25 radio communications system procurement and implementation support Lancaster County, VA implementation support Middlesex County, VA PSMR procurement and implementation support Northumberland County, VA radio system assessment and alternatives analysis report
Education and Training	
<ul style="list-style-type: none"> Radio Repeater Course, U.S. Army Satellite Communications Systems Terminal Maintainer Course, U.S. Army ASTRO 25 Radio System Management, Motorola CENTRACOM Gold Elite Certificate of Achievement, Motorola SmartZone Overview Certificate of Achievement, Motorola ASTRO 25 Integrated V&D Certificate of Completion, Motorola 	
Professional Organizations	
<ul style="list-style-type: none"> Association of Public Safety Communications Officials (APCO) 	

Mark Maes

Subject Matter Expert II



Mr. Mark Maes has over 15 years of experience in the wireless telecommunications industry. His most recent experience was working with the Salt River Project (SRP) where he was responsible for project management and business development with wireless carriers for cell site co-location properties. Prior to joining the SRP, Mr. Maes was employed by Sprint as a Senior Manager and Lead Negotiator for public safety radio communications rebanding along the United States, Canadian, and Mexican borders.

Areas of Expertise

- Site Leasing
- Zoning
- Customer Relationship Management
- Project/Program Management
- Technical Contract Negotiations
- Purchasing/Procurement
- Outsourced Vendor Management
- Forecasting/Budgeting
- Analyzing Technical Data
- Expediting

Education and Training

- MBA – Business, Project Management, Keller Graduate School of Management
- Bachelor of Science, Business Operations, Devry University Phoenix
- Real Estate Sales Agent, Arizona School of Real Estate
- Project Management Professional (PMP)

Professional Organizations

- Project Management Institute

Project Experience

City/County Experience

- Kern County, CA LMR Upgrade Implementation

Additional Experience

- Salt River Project, Senior Wireless Site Development Program Manager. Responsible for project management and business development with wireless carriers for cell site co-location opportunities
- Sprint, Senior Spectrum Manager. Negotiated multi-billion dollar to relocate several hundred 800 MHz licensees to different band. Reviewed extensive technical statements of work
- Nextel™ Communications, Area Site Development Manager. Cell Site Construction and Modifications

Rajit Jhaver

Project Executive



Mr. Jhaver is responsible for providing consulting services for public safety mission-critical voice communications to state and local government customers. His 25 years of experience include designing and implementing communications systems for a major radio vendor as well as independent consultant. His roles include assessing current communications infrastructure and local needs, developing system requirements, and providing design alternatives, including cost-benefit analyses for each. Mr. Jhaver has in-depth experience in APCO P25 interoperability standards and design, as well as all phases of land mobile radio systems engineering. He is also able to analyze costs/benefits, complete economic analyses for systems, and provide strategic planning for radio administrators.

Areas of Expertise	Project Experience
<ul style="list-style-type: none"> Public safety mission-critical voice networks Public safety voice and data communications Network design and Implementation Site assessment 	<p>City/County Experience</p> <ul style="list-style-type: none"> San Mateo County, CA Microwave and LMR project management and SME consulting and public safety infrastructure upgrade El Dorado Hills, CA Fire Department communications system assessment and design Kern County, CA Public safety radio and microwave system specifications and implementation, and additional procurement services Santa Cruz, CA LMR, microwave consulting and procurement (Z Consulting) Lompoc, CA Radio on-call technical support (Z Consulting) Marin County, CA Wireless communications consulting services, FCC conventional licensing support, and emergency radio authority (MERA) implementation support Merced County, CA Interoperability communications study consulting services, procurement, and implementation support City of San Diego, CA LMR coverage analysis; PSPI; PSPI task order 28 San Diego County, CA Mutual aid zones and public safety radio communications consulting City and County of San Francisco, CA P25 radio replacement project and public safety radio replacement Santa Barbara, CA Public safety radio replacement and LMR implementation support add-on; public safety radio system replacement phases 3 and 4; and public safety radio system replacement project Simi Valley, CA Procurement support, LMR RFP development and contract negotiations City of Ventura, CA Radio consulting, procurement and support Lakeside Fire Protection District, CA PSMR consulting
<p>Education and Training</p> <ul style="list-style-type: none"> M.B.A., Strategy, Finance and Economics with Honors, University of Chicago B.S., Computer Engineering, University of Toronto, Ontario 	
<p>Professional Organizations</p> <ul style="list-style-type: none"> PTIG Board of Directors 2023-2025 	

4 Cost of Services

4.1 Time & Material for On-Call Technical Support

FE will provide on-call technical support on a time-and-materials basis. This proposal authorizes a maximum expenditure of \$182,000, which includes labor, travel, and other direct costs.

FE can proceed with this effort immediately upon EBRCSA's issuance of a Purchase Order to *FE*, referencing our General Services Administration (GSA) Master Award Schedule #GS-35F-0159Y as the contract vehicle, under Special Item Number 54151S Information Technology Professional Services. Upon receiving a request to undertake a task assignment, *FE* will respond to EBRCSA's project manager or designee via email with a statement of work which includes the tasks to be performed, consultants involved, schedule, deliverables, and costs. Upon receipt and written acceptance of the estimated cost and a Notice to Proceed, *FE* will commence the assignment.

Monthly invoices will detail who worked on the tasks, the number of hours charged, and provide details regarding travel and other direct costs.

FE will notify EBRCSA if additional funding is required to complete the approved tasks. *FE* will also notify EBRCSA upon reaching 80% of the cost maximum. The authorized funding will be increased by a written modification to the contract duly executed by both the EBRCSA and *FE*.

4.2 Hourly Rates

FE will provide the proposed services in accordance with the rate schedule below.

**GSA MAS Schedule 70
 Contract Number: GS-35F-0159Y
 Federal Engineering Rates**

Labor Category	GSA Price w/IFF
Project Executive	\$291.94
Senior Program Manager	\$228.55
Project Manager	\$175.22
Senior Technology/Operations Specialist	\$252.54
Subject Matter Expert III	\$211.79
Senior Subject Matter Expert II	\$180.88
Subject Matter Expert I	\$154.28
Senior Network Analyst	\$185.31

4.3 Basis of our Proposal

1. *FE* will be directed by the EBRCSA Project Manager or designee according to the assignments to be performed. The scheduling of *FE* resources will be mutually agreed upon based on the needs of the EBRCSA and the availability of the specific *FE* consultants.
2. *FE* will provide draft and final deliverables electronically to the East Bay Regional Communications Authority located in Dublin, California.
3. This proposal assumes that the EBRCSA project manager will schedule meetings, provide meeting facilities, notify attendees, and arrange for on-site visits.
4. *FE's* ability to fulfill this task depends, in part, on the willingness and ability of the EBRCSA, EBRCSA participants, equipment vendors, service providers, third parties, and others to provide information in a timely manner, and upon the accuracy of the information as supplied. The accuracy of input data, whether provided in electronic or hard copy form, and the recommendations, actions, system designs, and license filings resulting therefrom cannot, therefore, be warranted by *FE* nor can *FE* warrant the performance, suitability, or reliability of said systems. *FE* accepts no responsibility or liability to any third party in respect to any information or related work product delivered by *FE*; and the EBRCSA shall indemnify *FE* for any legal expenses, claim, suit, or judgment by a third party. This information is subjective in certain respects and, thus, susceptible to multiple interpretations and may need periodic revisions based on actual experience and subsequent developments.
5. *FE* is prepared to begin this project immediately upon execution of the contract. This proposal is based upon a start date on or before July 1, 2026, and assumes an initial one-year schedule. Delays to the project schedule due to actions or lack of actions on the part of the EBRCSA, EBRCSA participants, third parties, and others including, but not limited to vendor protests, protracted contract negotiations, vendor delays that impact the program schedule and/or costs to the EBRCSA will be brought to the attention of the EBRCSA project manager in a timely manner and the schedule and cost impacts will be reduced to writing via a mutually agreed upon contract amendment.
6. *FE* reserves the right to assign/reassign work efforts and associated costs across tasks and between our professional staff members in order to meet our contractual obligations to the EBRCSA.
7. *FE* makes all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two weeks in advance of commitments. Therefore, if the EBRCSA cancels services less than one week in advance (other than for Force Majeure or breach by *FE*), the EBRCSA will be liable for all non-refundable expenses incurred by us on your behalf, and daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event the EBRCSA cancels within two weeks of scheduled commitments.

**AGREEMENT FOR SERVICES BETWEEN THE
EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY
AND MICHAEL GOKEY**

This AGREEMENT is made and entered into this **XX day of XXXX, 2026**, by and between the EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY, a joint powers agency (“AUTHORITY” or “EBRCSA”), and Michael Gokey, an individual (“Consultant”)

RECITALS

The following recitals are a substantive portion of this Agreement:

1. The AUTHORITY’s main purposes are to enhance and improve communications, data sharing and other technological systems, tools and processes for protection of the public and public safety and to facilitate related local and regional cooperative efforts; and
2. The work conducted by the AUTHORITY in fulfilling this purpose is highly technical and in order to perform the underlying work needed to accomplish the AUTHORITY’s goal, the AUTHORITY must retain consultants who have specific knowledge and experience related to public safety technology, federal and state public safety grant programs, government budgeting processes, data sharing, radio communications, system interoperability and existing local and regional interoperability projects.

NOW, THEREFORE, the purpose of this AGREEMENT is to retain CONSULTANT for the AUTHORITY to perform those services specified herein **THE PARTIES HEREBY AGREE AS FOLLOWS:**

SECTION 1. SCOPE OF SERVICES.

The CONSULTANT shall perform those services specified in detail in EXHIBIT A, entitled “SCOPE OF SERVICES,” which is attached hereto and incorporated herein.

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from June 1, 2026 to June 30, 2028 subject to the provisions of Section 9 of this AGREEMENT.

SECTION 3. COMPENSATION.

The compensation to be paid to CONSULTANT, including both payment for professional services and reimbursable expenses, if any, shall not exceed Fifty Thousand Dollars (\$50,000) per fiscal year. The rate and schedule of payment is set out in EXHIBIT B, entitled “COMPENSATION.” which is attached hereto and incorporated herein.

SECTION 4. METHOD OF PAYMENT.

Each month, CONSULTANT shall furnish to the AUTHORITY a detailed statement of the work performed for compensation during the preceding month. The statement shall also include a detailed record of the month's actual reimbursable expenditures, if permitted.

SECTION 5. INDEPENDENT CONTRACTOR.

It is agreed that the CONSULTANT, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the AUTHORITY. As an independent contractor, the CONSULTANT shall obtain no rights to retirement benefits or any other benefits that may accrue to the AUTHORITY's employees, contractors, and the AUTHORITY's individual member entities, and the CONSULTANT hereby expressly waives any claim it may have to any rights.

SECTION 6. ASSIGNABILITY.

The parties agree that the expertise and experience of the CONSULTANT are material considerations for this AGREEMENT. The CONSULTANT shall not assign or transfer any interest in this AGREEMENT nor the performance of any of the CONSULTANT's obligations, without the prior written consent of the AUTHORITY. Any attempt by the CONSULTANT to so assign this AGREEMENT or any rights, duties or obligations arising shall be void.

SECTION 7. INDEMNIFICATION.

CONSULTANT shall, to the fullest extent allowed by law, with respect to all services performed in connection with this AGREEMENT indemnify, defend, and hold harmless the AUTHORITY and its officers, official agents, employees and volunteers from any liability, claims, actions, causes of action or demands against them including any injury to or death of any person or damage to property or other liability of any nature, that arise out of, pertain to, or relate to the performance of this AGREEMENT by CONSULTANT or CONSULTANT's employees, officers, officials, agents or independent contractors. These costs and expenses shall include reasonable attorneys' fees of counsel of AUTHORITY's choice, expert witness fees and all other costs of litigation. The only exception to this indemnification is the sole negligence of the AUTHORITY.

SECTION 8. NONDISCRIMINATION.

CONSULTANT shall not discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this AGREEMENT.

SECTION 9. TERMINATION.

A. AUTHORITY may terminate this AGREEMENT at any time without cause upon 10 days written notice to CONSULTANT. CONSULTANT may terminate this AGREEMENT at any time without cause upon 30 days written notice to AUTHORITY.

- B. If CONSULTANT fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, AUTHORITY may terminate this AGREEMENT immediately upon written notice.
- C. AUTHORITY's Executive Director is empowered to terminate this AGREEMENT on behalf of AUTHORITY.
- D. In the event of termination, CONSULTANT shall deliver to AUTHORITY copies of all reports, documents, and other work performed by CONSULTANT under this AGREEMENT, and upon receipt thereof, AUTHORITY shall pay CONSULTANT for services performed and reimbursable expenses incurred to the date of termination.
- E. In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this AGREEMENT the AUTHORITY fails to appropriate money for the purpose of funding this AGREEMENT, this AGREEMENT shall terminate, without penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.

SECTION 10. GOVERNING LAW.

The AUTHORITY and the CONSULTANT agree that the law governing this AGREEMENT shall be that of the State of California and venue shall be with the Alameda County Superior Court.

SECTION 11. COMPLIANCE WITH LAWS.

CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

SECTION 12. CONFIDENTIAL INFORMATION.

All data, documents, discussions or other information developed or received by or for the CONSULTANT in performance of this AGREEMENT are confidential and not to be disclosed to any person except as authorized by the AUTHORITY or as required by law or for performance of the services.

SECTION 13. OWNERSHIP OF MATERIALS.

All reports, documents, electronic equivalents or other materials developed or discovered by the CONSULTANT to perform the services required shall be and remain the property of the AUTHORITY without restriction or limitation upon their use.

SECTION 14. WAIVER.

The CONSULTANT agrees that waiver by the AUTHORITY of any breach or violation of any term or condition of this AGREEMENT shall not be deemed to be a waiver of any other term or condition or a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by the AUTHORITY of the performance of any work or services by the CONSULTANT shall not be deemed to be a waiver of any term or condition of this AGREEMENT.

SECTION 15. THE CONSULTANT'S BOOKS AND RECORDS.

- A. The CONSULTANT shall maintain all documents and records that demonstrate performance under this AGREEMENT for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.
- B. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to the AUTHORITY, at any time during regular business hours, upon written request by the Executive Director, the AUTHORITY's Treasurer or the AUTHORITY's Auditor or a designated representative of any of these. Copies of documents shall be provided to the AUTHORITY for inspection at the AUTHORITY's address indicated for receipt of notices unless an alternative location is mutually agreed upon.

SECTION 16. CONFLICT OF INTEREST.

CONSULTANT shall avoid all conflicts of interest or appearance of conflict of interest in performance of this AGREEMENT. If requested to do so by the Executive Director, CONSULTANT shall file an Assuming Office Disclosure Statement of Economic Interests (Form 700). If filing has been requested, the statement shall be filed within thirty (30) days of the date of this AGREEMENT, and annually by the first of April and upon termination of this AGREEMENT.

SECTION 17. NOTICES.

All notices, invoices, bills and other communications required to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid, addressed to the respective parties as follows:

To the AUTHORITY: David Swing, Executive Director
EAST BAY REGIONAL COMMUNICATIONS
SYSTEM AUTHORITY
4985 Broder Blvd
Dublin, CA 94568
925-803-7802 Phone

To the CONSULTANT: Michael Gokey
1548 Meadowlark Dr.
Fairfield, CA. 94533
707-673-6143

SECTION 18. QUALIFICATIONS/STANDARD OF CARE.

All of the Services shall be performed by CONSULTANT or under CONSULTANT's supervision. CONSULTANT represents that they possess the professional and technical skills necessary to perform the Professional Services required by this AGREEMENT and that they have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees

and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services. All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 19. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including Exhibits A - C, represents the entire understanding of the parties as to those matters. No prior oral or written understanding shall be of any force or effect with respect to those matters. This AGREEMENT may only be modified by a written agreement signed by both parties.

IN WITNESS THEREOF, these parties have executed this Agreement on the day and year shown above.

APPROVED AS TO FORM:

EAST BAY REGIONAL
COMMUNICATIONS SYSTEM
AUTHORITY

By: _____
Richard D. Pio Roda
EBRCSA General Counsel

By: _____
David Swing
Executive Director

“CONSULTANT”, Michael Gokey

By: _____
Michael Gokey

Date: _____

EXHIBIT A
SCOPE OF SERVICES

The CONSULTANT shall provide to the AUTHORITY the services necessary to.

SECTION 1. GENERAL.

- A. The performance of all services by the CONSULTANT shall be to the satisfaction of the AUTHORITY, as determined or recommended by the Executive Director.
- B. The CONSULTANT shall coordinate all services with the AUTHORITY staff and contractors of AUTHORITY, as necessary.

SECTION 2. BASIC SERVICES.

As directed by AUTHORITY's Executive Director, CONSULTANT will provide professional services, including but not limited to:

- 2.1 Contractor shall provide technical support to the EBRCSA on an hourly basis as listed below:
 - A. Assist the Executive Director with EBRCSA end-to-end system equipment life cycle planning, implementation, potential system expansion, and cut over to upgraded technologies.
 - B. Assist the Executive Director with future EBRCSA system enhancements for network security and AES256 voice encryption and subscriber/fleet map management.
 - C. Assist the Executive Director with development of process to procurement services and hardware necessary to support the daily functions of EBRCSA.
 - D. Assist the Executive Director with the technical aspects for the management of contracts for services and materials that support EBRCSA.
 - E. Assist the Executive Director with EBRCSA capacity planning, dispatch center equipment migrations, interfaces with other technologies, and voice logging.
 - F. Assist the Executive Director with ERRCS/BDA systems, or other systems that may potentially utilize the EBRCSA operated radio frequencies or infrastructure.
 - G. Assist the Executive Director with the interoperability of local, state, and federal 911 public safety land mobile radio communications.
 - H. Provide additional technical services as requested by the Executive Director.

EXHIBIT B

COMPENSATION

All consultation services shall be compensated on an hourly basis at the rate of Two-Hundred-Fifty Dollars (\$250) per hour. Travel time to and from Bay Area meetings or work locations will be compensated at half rate (\$125/hr.).

Services will be provided via remote worker status and in-person meetings if needed.

The maximum amount of compensation to be paid to CONSULTANT under this AGREEMENT, including both payment for professional services and any reimbursable expenses incurred shall not exceed Fifty Thousand Dollars (**\$50,000**) per year. Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to AUTHORITY.

EXHIBIT C
INSURANCE REQUIREMENTS

CONSULTANT, at CONSULTANT's sole cost and expense for the full term of this Agreement or any renewal, must obtain and maintain at least all of the following minimum insurance requirements prior to commencing any work or receiving payments therefor under this Agreement. All policies shall be written in accordance with the laws of the State of California and providing coverage for any employees of CONSULTANT:

A. Automobile Policy

CONSULTANT shall also obtain, and keep in force during the term hereof, a policy of motor vehicle public liability insurance which shall afford not less than the following amounts of coverage: bodily injury liability \$15,000 each person, \$30,000 each occurrence; property damage liability, \$5,000 each occurrence. Total automobile liability coverage shall be not less than \$100,000.

B. Comprehensive General Liability Policy

In the event that this Agreement is for a not to exceed sum of \$50,000 per year or more than CONSULTANT shall maintain comprehensive general liability as follows:

Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. The policies are to contain, or be endorsed to contain, the following provisions:

- a. The EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, CONSULTANT; products and completed operations of CONSULTANT; premises owned, leased or used by CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to AUTHORITY, its officers, employees, agents and contractors.
- b. CONSULTANT's insurance coverage shall be primary insurance as respects AUTHORITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by AUTHORITY, its officers, employees, agents or contractors shall be excess of CONSULTANT's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies by CONSULTANT shall not affect coverage provided AUTHORITY, its officers, employees, agents, or contractors.

C. Workers' Compensation and Employers' Liability Policy

- a. This policy shall provide coverage for Workers' Compensation (Coverage A).
- b. This policy shall also provide coverage for \$1,000,000 Employers' Liability (Coverage B).

D. If, however, the CONSULTANT does not have any employees and does not wish to cover himself/herself for WORKERS' COMPENSATION, the CONSULTANT must sign the following statement in order to execute the Agreement.

E. I, as CONSULTANT, do not have, nor intend to have for the full term of this Agreement, any employees. Furthermore, I do not wish to obtain or be covered under any WORKERS' COMPENSATION insurance coverage and, therefore, am signing this statement in lieu of providing the above required Workers' Compensation and Employers' Liability Policy.

Signature:

Michael Gokey