



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

OPERATIONS COMMITTEE MEETING

NOTICE OF REGULAR MEETING

DATE: November 17, 2017

TIME: 10:00 a.m.

PLACE: Alameda County Office of Homeland Security and Emergency Services,
Room 1013
4985 Broder Blvd., Dublin, CA 94568

AGENDA

1. Call to Order/Roll Call
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 the October 9, 2015, January 8, 2016, May 20, 2016, November 4, 2016, March 24, 2017, June 2, 2017, and October 13, 2017 Regular Operations Committee Meetings
4. East Bay Regional Communications System Authority (EBRCSA) transition to Phase II, from Frequency Division Multiple Access (FDMA) to Time Division Multiple Access (TDMA)
5. 2018 EBRCSA Calendar Committee and Board Meetings
6. The EBRCSA is seeking nominations for the Board of Directors Chair and Vice Chair to be voted on and take effect at the close of the meeting on December 1, 2017.
7. Agenda Items for Next Meeting
8. 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

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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.

A handwritten signature in black ink that reads "Tom McCarthy". The signature is written in a cursive, slightly slanted style.

Tom McCarthy, Executive Director

November 13, 2017



**East Bay Regional
Communications
System Authority**



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AGENDA ITEM NO. 3.

**AGENDA STATEMENT
OPERATIONS COMMITTEE MEETING
MEETING DATE: November 17, 2017**

TO: Operations Committee
East Bay Regional Communications System Authority (EBRCSA)

FROM: Tom McCarthy, Executive Director
East Bay Regional Communications System Authority

SUBJECT: Approval of Minutes of the October 9, 2015, January 8, 2016, May 20, 2016, November 4, 2016, March 24, 2017, June 2, 2017, and October 13, 2017 Regular Operations Committee Meetings

RECOMMENDATIONS:

Approve the minutes of the October 9, 2015, January 8, 2016, May 20, 2016, November 4, 2016, March 24, 2017, June 2, 2017, and October 13, 2017 Regular Operations Committee Meetings.

SUMMARY/DISCUSSION:

The Operations Committee will consider approval of the minutes of the October 9, 2015, January 8, 2016, May 20, 2016, November 4, 2016, March 24, 2017, June 2, 2017, and October 13, 2017 Regular Operations Committee Meetings.

RECOMMENDED ACTION:

It is recommended that the Committee approve the minutes of the October 9, 2015, January 8, 2016, May 20, 2016, November 4, 2016, March 24, 2017, June 2, 2017, and October 13, 2017 Regular Operations Committee Meetings.



East Bay Regional Communications System Authority



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OPERATIONS COMMITTEE MEETING

REGULAR MEETING

DATE: October 13, 2017

TIME: 9:30 a.m.

PLACE: Alameda County Office of Homeland Security and Emergency Services,
Room 1013
4985 Broder Blvd., Dublin, CA 94568

MINUTES

1. Call to Order/Roll Call: 9:34 a.m.

Committee Members:

G. Ahern, Sheriff, Alameda County Sheriff's Office

C. Nice, Assistant Sheriff, Alameda County Sheriff's Office (Alternate)

M. McQuiston, Albany Police Department

Staff:

T. McCarthy, Executive Director

C. Soto, Secretary

Public:

M. Williams, Assistant Sheriff, Contra Costa County Sheriff's Office

J. Vorhauer, Captain, Contra Costa County Sheriff's Office

G. Poole, Motorola

Chairman Ahern stated that due to a lack of a quorum, items would be reviewed only, with consideration to be taken to the full Board at the Board meeting of October 27, 2017.

2. Public Comment: None.

3. Approval of Minutes of the October 9, 2015, January 8, 2016, May 20, 2016, November 4, 2016, March 24, 2017 and June 2, 2017 Regular Operations Committee Meetings

Due to lack of a quorum, this item was forwarded to the next Operations Committee meeting.

4. Discussion of Lease with East Bay Municipal District for Two EBRCSA Sites

Director McCarthy presented the Staff Report and advised that negotiations had come to a standstill with East Bay Municipal Utility District (EBMUD), regarding the Seneca, Pearl, and Alta Mesa sites. Director McCarthy wanted to go to the full Board for authorization for he and a Boardmember to be allowed to negotiate the leases with EBMUD. This had been ongoing for about 18 months. EBMUD General Manager Alex Coate asked to put discussion of the Seneca site on hold for 12-18 months, as Bishop O'Dowd had shown interest in purchasing the site, and because of government code, EBMUD would have to give first option of the property to certain entities, and those entities did not include JPAs. It would be difficult to find another site in place of Seneca. The Pearl site in San Pablo and Alta Mesa in Moraga would be the two sites to negotiate leases with EBMUD. They were now adding a fourth site, Skyline. EBMUD had to confirm if that was their land.

Chair Ahern asked if all three entities, EBMUD, the Authority and Bishop O'Dowd, were in agreement to put the Seneca site on hold. Was the Committee in agreement with that?

Director McCarthy stated they had not mentioned it to Bishop O'Dowd at this time because they had already purchase their lot of land. EBMUD wanted Bishop O'Dowd to finalize their design plan, and then the Authority would know how close they would be to the Seneca site.

Bm. McQuiston asked if the Seneca site would stay where it was during the 12-18 months period the lease is put on hold.

Director McCarthy stated yes it would stay where it was.

Chair Ahern asked if EBMUD were to sell the property, would Bishop O'Dowd have first option to buy it.

Director McCarthy stated that was why they were waiting the 12-18 months to negotiate the lease. Under the government code, schools would be one of the entities that would get first option to purchase the land.

Bm. McQuiston asked who would be negotiating the lease with the Director McCarthy.

Director McCarthy stated he hoped it would be Bm. Calabrigo as he had been in the discussions with EBMUD.

Bm. C. Nice joined the meeting.

5. Change Order #26 with Motorola Systems, Inc.

Director McCarthy presented the Staff Report and stated with the addition of new consoles and other equipment, the System Upgrade Agreement (SUA) with Motorola needed to be amended to include this additional equipment. This was critical because the consoles needed to have regular updates. The Authority owned all the consoles to keep everything on a common platform. The contract would be increased from \$37,958,781 to \$38,541,685, an increase of \$582,904, spread over the next five years. The next software upgrade will be 7.17, and this was paying ahead for that work.

The Committee agreed that it would recommend this item to the full Board for approval.

6. Discussion of transition to Phase II, from Frequency Division Multiple Access (FDMA) to Time Division Multiple Access (TDMA)

Director McCarthy stated that the original conceptual idea of the System was in need of Phase II. The System was reaching capacity, and going to Time Division Multiple Access (TDMA) would double capacity. This would cost \$7.9 million. The FCC was limiting the number of licenses and bandwidth that was available. The Authority had worked to expand sites, but some sites could not be expanded. TDMA would carry the System throughout the next Phase. This was originally mandated to be done January 2017, but the FCC extended it and not set a new date yet. This needed to be done. This would allow GPS capability, with increased bandwidth.

Chair Ahern asked how it would be paid.

Director McCarthy stated it could be financed. Motorola was offering a 1.7% financing, and he was still discussing this with them. He was asking permission to go more in depth in conversations with Motorola, and come back at the December 1, 2017 full Board meeting with the financial information, and budget change.

Chair Ahern asked if the Authority had the funding.

Director McCarthy stated the Authority had the funding for the TDMA, but they tied into this, replacement of the microwave system to ethernet-based. The System's microwaves were purchased in 2004 and were coming to the end of their life.

Bm. McQuiston asked if the TDMA upgrade had any impact on the subscriber units. Were there costs that they were not seeing, such as upgrading portable radios.

Director McCarthy stated yes. The microwave needed to be upgraded and tying these two together, the breakdown of the sale was if the Authority purchase it by the end of the year, the cost of the TDMA would be \$7,900,000, and would have until March to work on the microwave. The gel cell batteries also needed to be replaced. Contra Costa County was in good shape because they purchased radios that could be upgraded to TDMA. Alameda County did not have the same radio. The Executive Director had been advising everyone for the last couple of years to buy upgradable radios or TDMA radios. Alameda County was looking to buy all the radios for Alameda County agencies, and do a lease-back on the radios. He had not seen that plan yet. That would not be through the Authority. If an agency did not have APEX 6000 radios that were either upgradable or

TDMA ready, they would have to be replaced. Motorola was working with Alameda County. He did not know what the final radio cost would be.

Bm. McQuiston asked when the radios would be needed.

Director McCarthy stated that he knew most agencies had two-year budget cycles, so they needed advance time to anticipate costs. This would be approximately a three-year project, and the System could run dual dynamic where you have TDMA and FDMA operating while going through the transition.

7. Increase NICE Logger Capacity

Director McCarthy stated there was not enough storage space on the logger. They were looking to upgrade to a 12 terabyte storage center which would tie to the System's logger. It had become necessary. In Oakland, they had to maintain all their recordings for four years. That was a lot of recordings. He would set a limit of two years. This would also include training. There is only one person that works with the logger. This would allow six technicians to go to training on working with the logger. The 12 terabytes and the training would cost \$82,645. There were contingency funds to pay for such items.

Chair Ahern stated it was important to have more than one person trained to work on the logger.

Bm. McQuiston stated it was good to have a two-year storage limit policy.

8. Walton Lane Simulcast Site Add-On

Director McCarthy presented the staff report and stated Antioch had a problem on James Donlon Boulevard. There was a shadow with the microwave. When police and fire went to that area, they had to change channels back to their old radio system. For the System to work appropriately, they needed to add a new site. Before Ed Woo of Contra Costa County retired, he put money in his budget to place a shelter there. Motorola cost was \$698,000 for all the equipment needed for a new site. The price on the shelter was \$60,276. There were more details to investigate. Contra Costa has the money to buy and own the shelter, but the Authority would need to purchase the equipment to put in it. This would benefit both Antioch and Pittsburg.

Chair Ahern asked how big of an area was affected.

Director McCarthy stated several miles.

Bm. McQuiston asked why this had become a problem. When the System was being designed, they had designed it with the anticipation of both Counties being covered, and he did not remember there being a problem in that area. It sounded like an oversight.

Director McCarthy stated when the System was being designed, Antioch was not coming on the System. It was not an oversight on Motorola's end. Part of the problem was that Antioch has encrypted their channels. If they did not have encryption, they could do what is called simulcast, where they used a combination of their old system and the new System to fill in the void.

Bm. McQuiston stated Antioch had gone off on their own and done the encryption in violation of what the spirit of the Authority's policies were originally, and now they were faced with spending \$600,000 to accommodate their decision; he disagreed with this in philosophy.

Bm. Nice stated it had been Antioch's decision that could now cost the Authority more money. If they insisted on their own system, then they should pay for it.

Director McCarthy stated he was not asking for this purchase to be approved today, he was advising the Board that he was investigating this because he had not yet confirmed that by simulcasting, it would cover that area adequately. He just wanted to inform the Boardmembers and see how they felt about it.

Chair Ahern stated he did not want to set precedence. They could have further discussion, but he did not know how in favor the Operations Committee was in supporting this type of idea.

Director McCarthy stated he was asking if the Operations Committee wanted him to continue to investigate and find out the costs. He could make a recommendation to the Chief of Antioch and tell him he needed to remove the encryption and try simulcasting for a while.

Bm. McQuiston stated it was important to have a robust System for all the users and they would have to investigate these issues.

Bm. Nice asked if Antioch was doing any investigation into solutions.

Director McCarthy stated they did not have the engineering staff. Motorola and Contra Costa Technology Department was assisting him.

The Operations Committee agreed that Executive Director McCarthy investigate the issue, but there would be a discussion with the full Board.

9. Receive an Update concerning Expansion of Alameda County East Cell to 12 Channels

Director McCarthy stated the work had been completed. He would be seeking the grant reimbursement.

10. Receive an update concerning the Motorola Inter Sub-System Interface ISSI 8000

Director McCarthy stated the ISSI had been delivered and installed. He would be working with BART to optimize it. This was a solution so when first responders went underground, they could still communicate. The ISSI 8000 was a needed redundant system. He would be seeking reimbursement.

11. The EBRCSA will be seeking nominations for the Board of Directors Vice Chair at the October Board of Directors Meeting to fill the vacancy as Vice Chair Tim Anderson is retiring and will no longer be a Board Member as of November 2017

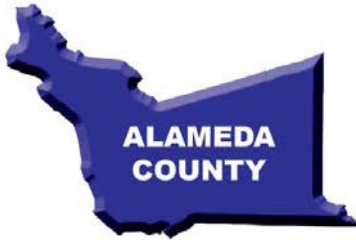
The Authority would be looking for nominations for Chair and Vice Chair at the December 1, 2017 Board meeting. The Chair and Vice Chair could not be from the same County.

12. Agenda Items for Next Meeting – None.

13. Adjournment

With no further business coming before the Operations Committee, the meeting was adjourned at 10:19 a.m.

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East Bay Regional Communications System Authority



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OPERATIONS COMMITTEE MEETING

REGULAR MEETING

DATE: June 2, 2017

TIME: 9:30 a.m.

PLACE: Alameda County Office of Homeland Security and Emergency Services,
Room 1013
4985 Broder Blvd., Dublin, CA 94568

MINUTES

1. **Call to Order/Roll Call:** 9:39 am

Committee Members:

G. Ahern, Sheriff, Alameda County Sheriff's Office

C. Nice, Assistant Sheriff, Alameda County Sheriff's Office (Alternate)

E. Woo, Dir. Department of Information Technology, Contra Costa County (Alternate)

Staff:

T. McCarthy, Executive Director

A. Tyrvanen, Auditor

C. Boyer, Division Chief

C. Soto, Secretary

Public:

G. Poole, Motorola

Wayne Tiley, Telecommunications Manager, Contra Costa County

Chairman Ahern stated that due to a lack of a quorum, items would be reviewed only, with consideration to be taken to the full Board at the Board meeting of June 23, 2017.

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

3. Approval of Minutes of the March 24, 2017, Operations Committee Meeting

Due to lack of a quorum, this item was forwarded to the next Operations Committee meeting.

4. Service Agreement with Motorola Solutions Inc. for System Support

Director McCarthy presented the Staff Report and advised that this was an existing contract for continued support from Motorola. It was important to have a direct link with Motorola, and not have to get a contract or work order approval when technical assistance was needed. It had worked extremely well for past years, and it was recommended to continue this contract for another year. It was for an amount not to exceed \$248,256.84.

The Operations Committee received the informational item, Service Agreement with Motorola Solutions Inc. for System Support in an amount not to exceed \$248,256.84, that would be forwarded to the Finance Committee for recommendation of approval to the full Board.

5. Expansion of Alameda County East Cell to 12 Channels

Director McCarthy presented the staff report and advised this expansion would move the System from 10 to 12 channels, and it would be paid primarily through a State Homeland Security Grant Program (SHSGP) grant. This expansion was necessary as there was increased traffic on the System. The addition of Oakland to the System, meant they brought arrests to Santa Rita Jail, so it increased the volume of traffic on the System in the Tri-Valley area. This expansion would help out in the east. There is \$350,000 in grant funding from a 2016 SHSGP grant for the expansion. The remaining cost of \$5,583.00 is included in the Authority's FY2017/2018 Budget. The total cost of the project is \$355,583.00.

The Operations Committee members in attendance agreed to recommend the item, Expansion of Alameda County East Cell to 12 Channels, a capital expenditure of \$355,583 of capital funds, to the full Board for approval.

6. Purchase of Motorola Inter Sub-System Interface ISSI 8000

Director McCarthy presented the staff report and advised that this purchase would provide redundant equipment that allows for non-BART radio systems to communicate with each other, and their dispatch centers, while underground in BART facilities. The Motorola ISSI 8000 cost is \$349,000.00, of this, a 2016 UASI Grant will provide \$276,881.00 towards the purchase, and the remaining \$72,119.00, be paid out of the EBRCSA Capital Expenditure Budget. The ISSI 8000 is included as a line item in the Fiscal Year 17/18 budget.

The Committee members received the report.

7. Purchase of Licenses necessary for EBRCSA Subscriber Radios

Director McCarthy presented the Staff Report and advised that it was now necessary to have a license for each radio on the System. This would bring the System into compliance regarding licenses. The cost was \$10 per radio and was in the budget under Licenses for the FY17-18 budget.

Chair Ahern asked if the \$10 per radio per license amount was on par with other entities were paying.

Director McCarthy stated yes.

The Committee received the report.

8. Budget Review FY 2017/2018

Aaron Tyrvanen, Authority Auditor presented the staff report and advised that the Fiscal Year 2017/2018 Operating Budget totaled approximately \$3.6 million. Included in the budget were \$6.8 million in total revenues, consisting of \$5 million in operating payments. The operating payments were membership dues that were charged to members, \$25 per radio, per month; currently the Authority was invoicing and had programmed on the System about 17,000 radios. The \$5 million was an increase of about \$900,000 compared to last fiscal year's budget. The reason for the increase was because of the City of Oakland coming on the System and revised radio counts throughout the year, which increased the number of radios on the System. These Operating Revenues actually exceed the Operating Expenses by about \$1.5 million. In addition to the Operating Payments, the Authority also received Service Payments that were actually designed to pay for Debt Service Expenses, for the two bonds for Alameda and Contra Costa Counties. These payments were invoiced to the member at \$15 per radio/per month. They were only invoiced to members that had not prepaid for their debt service. Currently, the Authority invoiced about 7,400 radios at those rates; an increase of \$300,000 compared to last fiscal year, again because of the City of Oakland coming on the System. They did not prepay their debt service, they are actually paying a monthly payment for their debt service and revised rate of accounts for the same. Service payments received from members exceeds Debt Service Expense by about \$550,000. The Authority's Debt Service Expense is static at about \$650,000 per year. Currently, the Authority was invoicing about \$1.2 million for servicing revenues received from members. Lastly in Revenues, Grants secured to purchase capital expenses, for the two channel upgrade in Alameda County East Cell, and the ISSA 8000, total \$630,000.

In the Expense portion of the budget, currently the Authority was budgeting \$3.6 million in Operating Expenses. Of that, \$3 million is in Maintenance. Of that \$3 million, the Authority had contracts with Motorola for Network Maintenance, \$931,000; the Authority is in Year two of a three-year extension in that agreement. There was also a Software Maintenance contract with Motorola, in Year 5 of a 10-ten year agreement, \$832,000. System Management Contract, \$250,000; Communications Support from Alameda and Contra Costa Counties, \$820,000.

Debt Service is \$650,000 per year, currently the Authority has \$5.2 million outstanding; \$3.1 million is owed to Series A bond to Alameda County, and \$2.1 million in principal still owed to Contra Costa County for Series B bond. Final principal payments will be paid in 2027.

Capital Expenditures: ISSA 8000, \$360,000 and Alameda County East Cell Expansion, \$360,000, total \$720,000. With expected cost of \$720,000, \$630,000 in grants will go to pay for those; the additional \$90,000 is going to come from the cash in the Reserves from the Authority. Total Revenues exceed Total Expenses by about \$1.9 million, this will go into the Reserve Fund for the Authority for future capital expenditures and replacement costs. FY17/18 Ending Balance, as projected will be about \$10 million. It will consist of Operating Reserves set aside for future Operating Expenditures of \$1.8 million. A Debt Service Reserve of \$1 million and a Balance Available for Capital or Operating purposes of \$7.2 million.

Chair Ahern stated it seemed the Authority was very comfortable with the finances and the money the Authority had in reserves.

Mr. Tyrvanen responded yes.

The Committee received the report.

9. Discussion of Lease with East Bay Municipal District for Three EBRCSA Sites

Director McCarthy presented the staff report and advised that Bms. Andersen and Haggerty had spoken to East Bay Municipal Utility District (EBMUD) General Manager Alex Coate, and returned with questions for the Authority's attorneys. The bond attorney stated the Authority could provide EBMUD with System radios in return for lease payments if Alameda and Contra Costa Counties agreed to it. He had then spoken to Bm. Andersen and she said if they offered that to EBMUD, the same would have to go for each member of which the Authority used their sites. It was probably better to just pay EBMUD the \$35,000 per month per site. It had become complicated. This item would be discussed with the Finance Committee.

10. Receive an update concerning the RFP regarding the Multi-Year Plan of System Equipment Replacement and Upgrade

Director McCarthy presented the staff report and advised that he spoke to John Glenn, the Chief Purchasing Agent for Alameda County, and asked if he could write specs to get it done. Mr. Glenn stated he just needed to get three bids and go with lowest bidder. This would also help to consider what the technology is going to be in 5, 10 years and so on.

11. Receive an update on Motorola's Intent to Conclude Support of XTL 5000 and XTS 5000 Radios

Director McCarthy explained that these radios would no longer be supported by Motorola after December 2018. They needed to start buying new radios, not repairing these radios. The radios would still be functional, just not supported.

12. Agenda Items for Next Meeting: None.

13. With no further business coming before the Operations Committee, the meeting was adjourned at 10:13 a.m.

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East Bay Regional Communications System Authority



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OPERATIONS COMMITTEE MEETING

REGULAR MEETING

DATE: March 24, 2017

TIME: 9:30 a.m.

PLACE: Alameda County Office of Homeland Security and Emergency Services,
Room 1013
4985 Broder Blvd., Dublin, CA 94568

MINUTES

1. Call to Order/Roll Call: 9:34 A.M.

Committee Members:

G. Ahern, Sheriff, Alameda County Sheriff's Office

M. McQuiston, Police Chief, City of Albany

P. Mulligan, Chief of Inspectors, Contra Costa County DA Office

C. Nice, Assistant Sheriff, Alameda County Sheriff's Office (Alternate)

Staff:

T. McCarthy, Executive Director

C. Soto, Secretary

Public:

E. Woo, Dir. Department of Information Technology, Contra Costa County

Chairman Ahern stated that due to a lack of a quorum, items would be reviewed only, with consideration to be taken to the full Board at the Board meeting of March 24, 2017.

2. Public Comments: None.

3. Approval of Minutes of the May 2, 2016 and November 4, 2016, Operations Committee Meetings

Due to lack of a quorum, this item was forwarded to the next Operations Committee meeting.

4. Discussion on the East Bay Municipal Utility District Lease of the Seneca Site Property

Director McCarthy advised that Boardmembers Haggerty and Andersen had met with Alex Coate, General Manager of East Bay Municipal Utility District (EBMUD), to discuss lease costs of System equipment sites on EBMUD land, but due to a conflict of interest with Meyers Nave having been hired by EBMUD, the discussion would have to be put on hold until all necessary paperwork was completed, regarding the conflict of interest. The Finance Committee asked Director McCarthy to investigate how much it would cost to move the three sites. He would be reviewing that request.

5. Discussion of Renewal/Extension of Motorola Contract

Director McCarthy advised that the Authority had its original Motorola contract with one three-year extension and he was asking for a new three-year extension. There would be no fiscal impact with this request. The renewal was discussed with the Finance Committee and they would be recommending it to the full Board. It allows the Authority to continue to purchase from Motorola. It would be taken to the full Board for recommendation.

6. Discussion of Policy and Procedure of Donor Radios

Director McCarthy explained that issue of donor radios had come up about a month ago. With current software, a smart phone can be turned into a radio. For example, a System issued radio could be hooked into a server through an agency's radio shop, creating a donor phone. Then anyone in that agency can hook up their smart phone to that one System radio, and the Authority could not trace it or charge for it, or know the impact it had on the System. The Authority had been very strict since the beginning, that no one could connect into the System without the Authority's permission. Donor radios are being looked at by Alameda County Fire and San Ramon Valley Fire Departments. It's great for Chiefs in being able to tune in via their smart phones; however, when it is used by employees, it allows them to tap into the System without paying, and anything that goes wrong on that side is not being relayed to the Director.

Chair Ahern stated the Authority could tell if the donor radio was on, but could not tell if a cell phone(s) is hooked up to that radio.

Director McCarthy stated you could look at the donor radio and see how much traffic was going through. That would be the only indicator to tell if it was being used as a donor radio.

Sheriff Ahern asked if there was any present technology to block the radio from being used as a donor radio.

E. Woo stated there was none, at this time.

Director McCarthy stated the immediate stop gap was to put out a policy stating donor radios could not be used to allow broadband technology to bridge into the System.

Chair Ahern asked if a fine could be attached to the policy.

C. Nice stated he believed language could be added to the MOU regarding consequences of using this technology.

Director McCarthy stated the City of Brentwood had just turned on System radios. They then encrypted their radios. The Authority's policies stated users could not encrypt their radios. He sent an email to Brentwood and has not heard back from them. What was needed now was verbiage regarding consequences of violating Authority policies. Another option was to bring wave technology into the System's master site, and requiring licenses be purchased for a fee. This subject would be going to the full Board at the March 24, 2017 meeting.

7. Discussion Concerning the City of Benicia Police Department Joining EBRCSA as a Customer

Executive Director McCarthy reported he was working with the City of Benicia as its system has been failing. They have four loaner radios from the Authority and have used them when their system has gone down. There are two System channels on all their police radios, and 12 radios have been borrowed from OES Solano, for their Fire Department because their system is failing. They created two talk groups they can use when their system crashes. It was similar to what had been to Oakland. Dispatchers have radios at their consoles and have been provided instruction, and in-house training. What was being requested was to bring Benicia on the System for two years. In speaking to the Finance Committee, they stated they were fine with Benicia coming on for two years. Some members of Finance Committee were opposed to Solano County being on the System. They wanted it to remain Alameda and Contra Costa Counties. If Benicia were to come on the System, they want Benicia held to only two years and charged an administrative fee, to force them to go to their own system once it was built.

Chair Ahern asked if the Authority had charged anyone else an administrative fee.

Director McCarthy stated no. Benicia agreed to pay the \$200 that is charged to add a radio to the System, and the \$40 a month for each radio on the System. They would be purchasing their own consoles, microwave, and all equipment necessary to join the System because, if they go another direction, they will use that equipment.

Chair Ahern asked if Solano County was going to build its own system.

Director McCarthy stated the County was in discussions now.

Chair Ahern asked if the System was large enough to include Solano County?

Director McCarthy stated the Authority would have to make some changes to the System. It would be an expansion.

C. Nice asked what was the opposition.

Director McCarthy stated the Finance Committee wanted to keep it a two County radio system. He explained that any costs associated with Benicia, radio shop charges or Motorola costs, would be billed directly to Benicia.

Bm. McQuiston asked why the Finance Committee only wanted to allow Benicia on the System for two years.

Director McCarthy stated the Finance Committee did not want to expand the System. They did not want to add any customers out of Alameda or Contra Costa Counties. Solano County was one of the three original counties being built into the Authority, but at the time they were having internal issues. Now the Chiefs were all aligned.

This item would be moved to the full Board for consideration at its March 24, 2107 meeting.

8. Provide Information concerning a Telephone Call from Bay Area Rapid Transit

Director McCarthy stated he had received a call from Bay Area Rapid Transit (BART). They were going out with an RFP to build their system. He asked BART Director McPartland, as they build their system, to make sure it was interoperable with Santa Clara, San Francisco, Alameda, and Contra Costa Counties' Systems. BART may keep their Harris system; they had redone their underground system, now they were working on their above-ground system. Working with BART might be problematic if changes were not made.

9. Receive and Update on Urban Area Security Area Grant and State Homeland Security Assessment Grant Program Funding

Director McCarthy stated the Authority had not received UASI grant funding this last cycle. There had been three years where Contra Costa County had not continued with its handshake agreement of a 60%-40% split of grant funds. Their contention was that now that the System was built, the Authority should be using monies received from running the System, and not applying for grant dollars. There would be discussions on how to work out that agreement in the future.

10. Receive an Update concerning the RFP regarding the Multi-Year Plan of System Equipment Replacement and Upgrade

Director McCarthy explained the Finance Committee had asked him to go out for an RFP to figure out the cost and timing of upgrading and replacing System equipment over the

next 20 years. He was having difficulty getting a response from Alameda County for assistance in preparing the RFP. He might have to speak to Susan Muranishi.

11. Agenda Items for Next Meeting

Discussion of WAVE technology.

12. Adjournment

With no further business coming before the Committee, the meeting was adjourned at 9:51 a.m.

DRAFT



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

OPERATIONS COMMITTEE MEETING

REGULAR MEETING

DATE: November 4, 2016

TIME: 9:30 A.M.

PLACE: Alameda County Office of Homeland Security
and Emergency Services, Room 1013
4985 Broder Blvd., Dublin, CA 94568

MINUTES

1. Call to Order/Roll Call: 9:40 a.m.

Committee Members:

G. Ahern, Sheriff, Alameda County Sheriff's Office

M. McQuiston, Police Chief, City of Albany

C. Nice, Assistant Sheriff, Alameda County Sheriff's Office (Alternate)

Staff:

T. McCarthy, Executive Director

C. Soto, Secretary

Public:

E. Woo, Dir. Department of Information Technology, Contra Costa County

Chairman Ahern stated that due to a lack of a quorum, items would be reviewed only, with consideration to be taken to the full Board at the Board meeting of December 2, 2016.

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

3. Approval of Minutes of the October 9, 2015, January 8, 2016, and May 20, 2016, Operations Committee Meetings

Due to lack of a quorum, this item was forwarded to the next Operations Committee meeting.

4. Discuss and Provide Direction on the Proposed Lease Agreement with East Bay Municipal Utility District (EBMUD) for East Bay Regional Communications System Authority (EBRCSA) to lease sites at the Seneca, Pearl, and Alta Mesa

Director McCarthy presented the Staff Report and explained that the Authority has three sites on EBMUD property: Seneca, Pearl, and Alta Mesa. Seneca had a revocable lease; EBMUD sold the property, but kept the portion with the Authority's shelter, easements and for access. Carter Reservoir in Moraga on Alta Mesa, had a temporary one-year agreement. EBMUD regularly charges \$50,000/year/site, with a 15% increase every year. After discussion with EBMUD, the agreement was now, with all three sites on the same lease agreement, a cost of \$35,000/year/site, with a 3% increase per year. This will include a 365-day notification if they want to terminate the agreement. There is a five-year automatic renewal, then a second five years, and then a third five-year renewal. This would lock in an agreement for these three sites.

Chair Ahern asked if this item would also be taken to the Finance Committee.

Director McCarthy stated yes, and it would be taken to the Board for approval.

Chairman Ahern recommended the item be taken to the Finance Committee, and then presented to the full Board for consideration.

5. Discuss and provide direction on the request and work order to relocate the Pearl Ridge Antenna, currently on monopoles, to the East Bay Municipal District Tower

Director McCarthy presented the Staff Report and explained they would like to move System equipment from monopoles to towers within security fences at the Pearl Ridge site. It will be moved and aligned. The Director recommends the contract go to Destiny Communications as others cannot perform the work. Neither Alameda County or Contra Costa County radios shops want to complete the work.

Chairman Ahern recommended the item be taken to the Finance Committee, and then presented to the full Board for consideration.

6. Discuss and Provide direction concerning the annual election of a Board Chair and Vice Chair as required by the JPA agreement and Bylaws

Director McCarthy presented the Staff Report and explained that the JPA and Bylaws required an annual election for Board Chair and Vice Chair. Nominations and voting would take place at the next Board Meeting on December 2, 2016.

Chair Ahern asked if any Board member had stated that they wanted to become the Chair.

Director McCarthy stated no.

Chair Ahern stated he would be happy to remain the Chair.

Alternate Nice stated he would recommend to the full Board that they consider nominating Sheriff Ahern to serve as the Chair for this coming year.

Bm. McQuiston stated he hoped to be at the Board meeting to make the nomination for Sheriff Ahern to continue as the Board Chair.

This item would also be discussed at the Finance Committee meeting.

7. Discuss and Provide direction concerning inquiries by Police Agencies in Solano County about joining EBRCSA

Director McCarthy presented the Staff Report and explained that the City of Benicia was interested in joining the System. Eric Upson, Chief of Police of Benicia had spoken to Director McCarthy about its current radio conditions. Director McCarthy provided Chief Upson four EBRCSA radios for testing and had confirmed full coverage within his jurisdiction area, with the existing System's current infrastructure. Chief Upson has asked about coming on the System, and Director McCarthy stated that he was also going to ask the Finance Committee if he could go to the Board about working with Solano County.

Chair Ahern stated they had first discussed building the System for 10 Bay Area Counties in the beginning. Alameda County and Contra Costa County said they would be the pilot Counties to get the System up and running. He believed the System's current infrastructure was strong enough to hold 10 counties.

Ed Woo stated his understanding was at least eight counties could be on the System.

Director McCarthy stated the Chief of Rio Vista had reached out to him. The Chief of Vallejo was currently borrowing radios to check coverage, the Chief of Fairfield would borrow the radios next. The system would not work in Vacaville because of the terrain. They would have to put a site out there. Vacaville and Fairfield were submitting an RFP to build a system, so if Director McCarthy could continue discussions with these two Cities, the money could go towards a tower site for the System instead of a new system for them. Director McCarthy was asking for permission to start talking to Solano County.

Alternate Bm. Nice asked how this would affect the Board membership.

Director McCarthy stated they would not be JPA members, rather a user agencies. It would take going to all 47 member agencies to get the JPA changed, and with the bond documents, it would be quite a task.

Bm. McQuiston stated at some point the JPA might consider whether or not there should be a different pricing structure for consumers as opposed to full members.

Director McCarthy stated he agreed with Bm. McQuiston, and the Authority would have to go through the attorneys to realign everything. He was also still working on an RFP for a Multi-Year Plan of System Equipment Replacement and Upgrade. Once this plan was completed, the Authority could go back and review its pricing structure, have a business plan, and modify the JPA. This would be over the next few years.

Bm. McQuiston asked if it was easier in locations such as Solano County, in regard to infrastructure, because of the terrain and geography – being flatter.

Director McCarthy stated in regard to Benicia, it had a very high hill where there were water tanks, and power. If the System needed to move up there, they would work out a deal.

Chairman Ahern recommended opening up discussions with Solano County, that the item be taken to the Finance Committee, and then presented to the full Board for consideration.

8. Receive an Update on the City of Oakland Police, Oakland Unified School District (OUSD) Police, and Oakland Housing Authority (OHA) Police

Director McCarthy stated Oakland Police and Fire had been on the System and it was working well. Initially, OHA had been using a commercial T1 line instead of a microwave, but one had been built and installed and it was working fine.

9. Receive an Update on the City of Hayward

The City of Hayward had signed with Motorola. They have purchased their equipment. They were moving the police over to the System. Fire is already on the System. Alameda County Radio Shop have been working on radios. They were hoping to have them on the System by April but might be on by late January. He also stated City of Hayward had not paid their bill for two years. The Fire Chief wants credit for \$82,000 and to dissolve the bill because he feels they did a lot of infrastructure work at Garin and Walpert sites. The Director asked for documentation and the Fire Chief had not provided that as of yet.

Bm. Nice asked if Hayward had been using the system.

Director McCarthy stated only for auto aide and mutual aide. They are using the System's infrastructure but using UHF frequencies. They are using consoles provided by and upgraded by, the Authority. There is a contractual agreement with them and the bill is due and they have not paid it. It is a fairness issues.

Hayward has a new City Manager so he will meet with her soon.

10. Receive an Update on Issuance of an RFP regarding the Multi-Year Plan of System Equipment Replacement and Upgrade

Director McCarthy explained that the Finance Committee asked him to issue an RFP on Equipment Replacement and Upgrade. The issue with an RFP was the Authority did not have a website to post a notice or newspaper ad. He wanted a consultant to determine when equipment would need replacements. This plan would be used to bill future costs. It would also assist cities that have two year budgets, they would know the expected costs. It would create a line item replacement cost.

11. Agenda Items for Next Meeting

Director McCarthy stated he would present the proposed 2017 meeting calendar at the December 2, 2016 Board meeting.

12. Adjournment

With no further business coming before the Committee, the meeting was adjourned at 10:06 a.m.

DRAFT



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

OPERATIONS COMMITTEE MEETING

REGULAR MEETING

DATE: May 20, 2016

TIME: 9:30 a.m.

PLACE: Alameda County Office of Homeland Security
and Emergency Services, Room 1013
4985 Broder Blvd., Dublin, CA 94568

MINUTES

1. Call to Order/Roll Call: 10:01 a.m.

Committee Members:

G. Ahern, Sheriff, Alameda County Sheriff's Office

Staff:

T. McCarthy, Executive Director

A. Tyrvanen, Auditor

C. Soto, Secretary

Public:

E. Woo, Dir. Department of Information Technology, Contra Costa County

G. Poole, Motorola

Chairman Ahern stated that due to a lack of a quorum, items would be reviewed only, with consideration to be taken to the full Board at the Board meeting of June 3, 2016.

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

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 the October 9, 2015 and the January 8, 2016 Operations Committee Meetings

Due to lack of a quorum, this item was forwarded to the next Operations Committee meeting.

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

4. Three-Year Agreement Renewal with Motorola for Monitoring, Intrusion Detection, Technical Support, Preventive Maintenance and Infrastructure Response for Master Site

Director McCarthy presented the Staff Report and explained the Authority had an agreement with Motorola since the System began, for constant monitoring and oversight. It was critical as they reviewed and monitored the master site and all dispatch centers. It could detect a problem before anyone else and makes the appropriate notifications so that either a Motorola or a County technician could begin the repair process. The renewal of the three year agreement covers the monitoring, intrusion detection, technical support, preventative maintenance and infrastructure response for the master site. Because the radio system is IT-based, proper protocols needed to be in place to ensure the System was monitored 24 hours a day, 365 days a year. The original contract had three sites for which the Authority was charged, and three sites which were under warranty. The new calculations included the addition of the three sites, adding 28 dispatch consoles in Oakland, two in Piedmont, six in Antioch, and three at the Oakland Housing Authority. The three year contract had an annual rate of \$930,272, for a total of \$2,790,817. The previous agreement was \$2,164,786 and had been based on only charging for a certain number of sites. The initial year charge was for the Alameda County East cell, Contra Costa County West cell, and the Alameda County North West cell. The Alameda County South West cell, Contra Costa County Central cell and the Contra Costa County East cell were all under warranty the first year. The cost of the contract had increased over the years. The first year was \$494,862, and had increased to \$840,000 due to the addition of the three sites being added. It increased to \$864,000 the following year due to the addition of consoles and other factors. There was a cost increase by Motorola, a CPI of approx. 3.1, and a base increase of 5% each year. They also add an additional 2% based on the increase of System equipment. This was a line item in the Maintenance budget, and there was sufficient funds budgeted. The budget for the next fiscal year included a 4% increase from what was anticipated, about a \$45,000-\$50,000 net increase on the Maintenance expense budget for next year.

This is an informational item for the Operations Committee. The Finance Committee will make a recommendation to the full Board.

5. Renewal of Annual Services Agreement with Motorola for a System Manager

Director McCarthy presented the Staff Report and explained that last year the Authority had two contracts with Motorola, one for \$120,000 for a full time technician, and one for \$75,000 for a project manager that would be available to the Authority on a part time basis. Throughout the year, the Director had noted the use of this personnel, in addition to supplemental personnel due to the amount of work on the System, including another technician as the Authority was bringing on Oakland. It has been determined, through discussions with Motorola, the Authority will be in need of even more assistance. There will now be two technicians and the system manager half-time. The previous two contracts would now be combined into one, for \$248,258 for FY 16/17. It is an increase of \$53,258. Oakland has no technicians trained in operating the System, so the Authority will be spending a lot of time in Oakland this first year. Their dispatchers have also said they will need assistance. Assistance can range from looking at an issue, making some small adjustments, to sitting down with Oakland personnel and showing them how to identify or triage an issue so they call the right person. They will not be working on the System until they are trained and certified. There needed to be a contract in place for specialized technology assistance and training to keep the System up and running.

Chair Ahern asked if with the new consoles at the Oakland Housing Authority, Piedmont, Antioch, and Oakland Police, would this be enough people to cover those areas.

Director McCarthy replied yes, and with the Counties' technicians, it would be sufficient.

This is an informational item for the Operations Committee. The Finance Committee will make a recommendation to the full Board.

6. Discuss and Provide Direction on the Proposed FY16/17 EBRCOA Operating Budget

Director McCarthy stated that Auditor Aaron Tyrvanen would provide an overview of this item.

Mr. Tyrvanen stated in regard to the proposed budget for Fiscal Year 16/17, the total budget included \$4,300,000 of revenue, and estimates of \$4,900,000 for operating and service payments. They anticipated Oakland coming on in Fiscal Year 16/17, bringing on 1,800 radios; this would include increases to both operating and service payments. Anticipated grant revenues were \$686,000 from both the 2015 SHSGP and 2015 UASI. The \$300,000 SHSGP will pay for the Northwest Cell and the 2015 UASI \$386,000 will pay for the two consoles at San Ramon Valley Fire and the three Brentwood consoles. Brentwood was paying for the fourth console. Total expenses were budgeted at \$4,272,000; \$2,900,000 for maintenance, including the previously discussed service agreement with Motorola for \$930,000, for one year of the three year extension. It also includes \$826,000 for the Motorola maintenance service upgrade No. 2, in addition to the Motorola maintenance for the system manager and system technicians of at \$250,000. Other maintenance consisted of marken mechanical for HVAC, California Generator, and the maintenance contracts with Alameda and Contra Costa Counties. These two maintenance contracts are consistent with last year's budgeted amount, \$820,000. Debt service payments are \$650,000; in addition to \$200,000 in capital expenditure for NICE logger system to provide additional redundancy for recording all radio transmissions. The Operating budget consists of \$3,400,000, including \$629,000 in additional reserves, debt service budget is \$650,000, consisting of \$269,000 in reserves, and a capital budget of \$200,000, \$486,000 in reserves; a total in reserves of \$1,385,400.

Director McCarthy discussed the recently adopted operating reserve policy and explained that the policy stated, the amount of the operating reserve in any fiscal year shall be equivalent to 50 percent of the Authority's operating budget. The operating budget this year was \$3,400,000, so they needed \$1,700,000 in the reserve.

Mr. Tyrvanen stated there was \$1,000,000 in the capital reserve, and almost \$4,000,000 in the operating reserve.

This is an informational item for the Operations Committee. The Finance Committee will make a recommendation to the full Board.

7. Discussion on East Bay Municipal Utility District (EBMUD) Lease of the Seneca Site Property

Director McCarthy reported that EBMUD was going to sell its Seneca site to the Catholic Church. In 2014, EBMUD surveyed the site and determined 54 homes could be built on the land, and associated a set cost per home site. He had met with EBMUD to discuss the Authority's need for four parcels to ensure sufficient easement access to the System; the value of which was now being negotiated. It might be hundreds of thousands of dollars for that land, as EBMUD rents their land for telecommunication shelters to Sprint, Verizon, T-Mobile, Nextel, etc., for approximately \$38,000-\$50,000 a year. EBMUD wants to work with the

Authority but also wants to make money. He had asked for a dollar figure but has not yet received an answer. He was currently seeking others to assist him with negotiating with EBMUD. He planned on receiving assistance from the Authority's attorney. EBMUD wants to move forward.

Chair Ahern stated that had been an area of bad connectivity for Oakland and Alameda County Sheriff's Office.

Director McCarthy stated he would request assistance from the Finance Committee in negotiating with EBMUD. He would also take a look at alternate sites, although he believed Seneca was the best in the fan pattern that was put out by the microwave that would get down the hill.

Chair Ahern stated, if necessary, they could build a site at Knowland Park and get a patch for 98th Avenue and the Eastmont Mall.

Director McCarthy stated they would have to put in more antennas to fill in space. The best bet was to get EBMUD's site. There was also a site in Richmond called Pearl, that the City of Richmond was moving from, for which he would also be negotiating. EBMUD had agreed, regardless of agreement, to incorporate Seneca, Pearl and an easement on Skyline in a 25-year lease.

Chair Ahern stated the two locations he would recommend as alternate sites were Knowland Park and the Eastmont Mall.

8. Receive an Update on the City of Oakland Police

Director McCarthy stated he met with Oakland, along with representatives from Motorola, and Oakland had agreed to move onto the System, Oakland Fire on June 27, and Oakland Police on June 29, 2016. Oakland wanted all work completed by June 10, 2016. Motorola was working on grounding. On March 15, 2016, he had gone with Motorola to the Oakland City Council to get \$3,800,000 approved for over 900 radios. The next day, the order for radios was put in. Motorola has been installing 15 car radios and 2 fire apparatus, a day. That was a huge undertaking. Oakland had to come on the System numerous times in the last couple of months. When they received their portable radios, they were programmed so when you hit the home key, it automatically took them to the future System channels. If their present system crashes, everyone knows to hit the home key and continue working.

Chair Ahern asked if there had been any connectivity problems with Oakland, and did Motorola know how important this is to the Authority Board?

Director McCarthy stated Motorola had stepped up. Throughout the 7.5.1 upgrade and this, he was pleased.

Chair Ahern asked if there were trainers for Oakland dispatch consoles.

Director McCarthy stated dispatcher training had been completed, and now they were going to do a train-the-trainer as a refresher so they would have trainers on the floor when the transition cutover is done.

9. Receive an Update on Oakland Unified School District (OUSD) Police

Director McCarthy reported OUSD Police is dispatched and run on the Oakland Police channels. He met with the OUSD Police Chief and he had assigned a Sargent to work with him. He was taking them an agreement next week. They would be under the Oakland system and code channels but they would be paying for their radios. They were trying to determine how many radios to bring on. Their Chief believed they only needed hand held radios, and did not need car radios. The officers had a different opinion. They would be working that out.

10. Receive an Update on Oakland Housing Authority (OHA) Police

Director McCarthy reported all three consoles had been installed at the OHA. They had attended training with OPD as they worked very closely together. Their system was waiting for OPD to come on. OHA works from 6 a.m. to 2 a.m., from 2 a.m. to 6 p.m., they have a call taker service for which they pay to answer their calls. All 911 calls go to OPD and then get routed to OHA, but Oakland also responds to all 911 calls to the OHA. He has spoken to the Chief and the dispatch manager. They would also be cutover on June 29, 2016. All equipment is in place and radios have been programmed by Alameda County. They are figuring out their logging system.

11. Receive an Update on Issuance of an RFP regarding the Multi-Year Plan of System Equipment Replacement and Upgrade

Director McCarthy reported the Finance Committee had recommended issuing an RFP to establish the cost of upgrades, and costs over the next, 5, 10, 15, 20 years. There had not been a business model when the Authority had established its operating fees. City Managers and Mayors wanted to see the business model, and know on what it is based. He would be speaking to both Alameda and Contra Costa Counties to see if they could assist in writing an RFP, to hire a firm to help build a model to determine any cost increase. Many cities now have a two-year budget and they need to know in advance what costs will be. There was the thought that when Oakland comes on the rates would change; if you change rates without any facts, the rates would be raised prematurely.

12. Agenda Items for Next Meeting

The minutes from the October 9, 2015 and the January 8, 2016 Operating Committee meetings would be put on the next Operating Committee meeting.

13. Adjournment:

With no further business coming before the Committee, the meeting was adjourned at 10:30 a.m.



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

OPERATIONS COMMITTEE MEETING

REGULAR MEETING

DATE: January 8, 2016

TIME: 9:30 a.m.

PLACE: Alameda County Office of Homeland Security and Emergency Services
Room 1013
4985 Broder Blvd., Dublin, CA 94568

MINUTES

1. Call to Order/Roll Call: 9:43 a.m.

Boardmembers:

G. Ahern, Sheriff, Alameda County Sheriff's Office

E. Woo, Dir. Department of Information Technology, Contra Costa County

T. McCarthy, Executive Director

C. Soto, Secretary

Chairman Ahern stated that due to a lack of a quorum, items would be reviewed only, with consideration to be taken to the full Board at the Board meeting of January 15, 2016.

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

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. Review and Recommend an adjustment to the Maintenance Budget for Contra Costa County Department of Information Technology

Director McCarthy presented the Staff Report and advised that there was a need for an additional \$250,000 in the Maintenance budget for Contra Costa County Department of Information Technology as there had been much work completed. The Service Agreement with Contra Costa County needed to be increased by \$250,000, taking it from \$650,000 to \$900,000.

Chairman Ahern recommended the item be taken to the Finance Committee, and then presented to the full Board for consideration.

4. Receive an update on the Contra Costa SHSGP Purchase and Installation of the 3 Channel expansion in the East Cell

Director McCarthy stated the expansion had been completed and was working well. There were no busy signals coming out of the area because there was adequate capacity. This expansion would carry the system into the future as the Authority brings on CalTrans and Contra Costa County Fire begins dispatching AMR. They would continue to monitor the system for any busy signals.

5. Receive an update on East Bay Municipal Utility District (EBMUD) sale of the Seneca Site Property

Director McCarthy stated EBMUD was selling its Seneca Site to Bishop O'Dowd and was having its surveyors outline the amount of space necessary for the easements for the shelter. EBRCSA would need to discuss a plan with EBMUD in the future; such as providing them radio service for allowing EBRCSA to keep its easements.

6. Receive an update on the City of Oakland

a. Installation of Dispatch Consoles and transition to EBRCSA

Director McCarthy stated EBRCSA was ready to go forward, Oakland was not. EBRCSA equipment was installed and ready to go with the January 15, 2016, cutover date. Oakland has had to delay that to March 21, 2016, as they are having problems due to having Harris radios in their patrol cars and they are not integrating as they thought. They had money to buy new car radios but they used it for an IT project. A Harris engineer will arrive next week to hopefully assist them.

7. Receive an update on the City of Piedmont

a. Installation of Dispatch Consoles and transition of City of Piedmont to EBRCSA

Director McCarthy stated Piedmont received its console training this week. They would be cutting over in a week or week and a half.

8. Receive and update on Urban Area Security Area 2015 Grant and State Homeland Security Assessment Grant Program Funding

Director McCarthy stated he had the signed page for the grant and he would now be working with environmental preservation items.

9. Agenda Items for Next Meeting

Director McCarthy stated the agenda would be formulated as items arose.

10. Adjournment

With no further business coming before the Committee, the meeting was adjourned at 9:48 a.m.



**East Bay Regional
Communications
System Authority**



OPERATIONS COMMITTEE MEETING

DATE: October 9, 2015

TIME: 9:30 a.m.
PLACE: Alameda County Office of Homeland Security
and Emergency Services, Room 1013
4985 Broder Blvd., Dublin, CA 94568

MINUTES

1. Call to Order/Roll Call: 9:40 a.m.

Board members:

E. Woo, Dir. Department of Information Technology, Contra Costa County
T. Anderson, Police Chief East Bay Regional Parks District
C. Nice, Assistant Sheriff Alameda County
M. McQuiston, Police Chief City of Albany
B. Priebe, Police Chief Town of Moraga

T. McCarthy, Executive Director
A. Tyrvanen
C. Soto, Secretary

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

3. Review and Recommend a Change Order with Motorola Solutions, Inc. to Purchase Dispatch Consoles for the City of Brentwood

Director McCarthy presented the staff report and advised that the City of Brentwood had requested the purchase of four dispatch consoles, three to be funded by EBRCSA, and the fourth by Brentwood. The Director would purchase all four, with Brentwood reimbursing the Authority for one of them. There was \$360,000 in grant money from UASI that was scheduled for Oakland, but since Oakland was ahead of schedule, that money could be used for Brentwood to make the purchase in 2016. The four consoles would be paid under one contract. EBRCSA was not paying for the microwave. Bm. Nice asked was there any recourse if EBRCSA funded and purchased all four consoles and Brentwood decided not to reimburse EBRCSA for the fourth. Director McCarthy explained the terms would be written in the contract with the City of Brentwood.

On motion of Bm. Nice, seconded by Bm. McQuiston and by unanimous vote, the Operations Committee directed the item, Recommend a Change Order with Motorola Solutions, Inc. to

Purchase Dispatch Consoles for the City of Brentwood, be forwarded to the full Board for consideration.

4. Review and Recommend How to Proceed with the Request from the City of Antioch to Reimburse Them for Six (6) Dispatch Consoles

Director McCarthy presented the staff report and advised that the City of Antioch had purchased six consoles and would be on board the system in November. They were asking for reimbursement of the consoles, \$439,617, from EBRCSA. Antioch was one of the original members of EBRCSA, and still had \$49,000 as a deposit with the Authority, but due to financial constraints, were not able to join. They were given approval by their City Council to replace their dispatch center, buy consoles, and re-do their microwave. They were not asking for microwave or any increase. There was no written policy as to the purchase of consoles, but because they had an original operating agreement, which states EBRCSA would provide consoles for member agencies, the Authority's attorney agreed it was part of the original agreement and should reimburse the City. The reimbursement for the six consoles would come out of the Reserve and Replacement funds. Bm. Nice asked how much money would Antioch have paid, had they come on board as originally planned. The Director stated it was a fiscal emergency declared by the City which had not allowed them to continue its membership with EBRCSA. It was asked if they had purchased portable radios that would have generated the maintenance fees. The Director McCarthy answered no. Antioch had paid their original membership fee. There would be an adjustment to their current radio count. They would be paying their debt service and their monthly operating fees. It will be added into the Capital Reserve and Replacement Fund. They would be billed from now, forward.

On motion of Bm. Nice, seconded by Bm. Priebe and by unanimous vote, the Operations Committee directed the item, Recommend to Proceed with the Request from the City of Antioch to Reimburse the City for Six (6) Dispatch Consoles, be forwarded to the full Board for consideration.

5. Review and Recommend a Change Order with Motorola Solutions, Inc. to Purchase Three (3) Consoles for the Oakland Housing Authority Police

Director McCarthy presented the Staff Report and advised that Oakland Housing Authority (OHA) was requesting the purchase of three consoles at the cost of \$256,000. The OHA uses the City of Oakland's back hall equipment to do all its dispatching. The City of Oakland failed to inform them that they would be joining EBRCSA, so now the OHA felt the need to join. The OHA is funded by the State and federal government, so it did not have money for consoles. This will allow the OHA to be totally separate from the City of Oakland, managing its own dispatch center. OHA did not have an operating agreement with EBRCSA at this point, but this would fall into providing all member agencies with consoles. OHA would pay all other costs, including paying its debt service upfront, as its Board had already approved this payment. This would also allow OHA to have the connectivity they needed with Oakland and the Alameda County Sheriff's Office.

On motion of Bm. McQuiston, seconded by Bm. Nice and by unanimous vote, the Operations Committee directed the item, Recommend a Change Order with Motorola Solutions, Inc. to Purchase Three (3) Consoles for the Oakland Housing Authority Police, be forwarded to the full Board for consideration.

6. Review and Recommend a Change Order with Motorola Solutions, Inc. to Purchase 2 (Two) Consoles for San Ramon Valley Fire, So That They Can Dispatch for San Ramon Police

Director McCarthy presented the staff report and advised that the City of San Ramon Police Department was asking for the purchase of two consoles to have San Ramon Valley Fire Department (SRVFD) dispatch for them. San Ramon Police Department is a paying member of EBRCSA but had never purchased consoles. These two consoles would be in the SRVFD dispatch center, and serve San Ramon Police. Discussion occurred regarding this unique request and situation, and again, the need for a policy for console purchases. Director McCarthy agreed this was a unique situation, but by purchasing the consoles for San Ramon, this allowed uniform maintenance of all EBRCSA consoles and maintained the integrity of the system. It was also understood that this was one agency increasing its number of consoles, and contracting out to another agency for profit. It was a benefit to have the dispatch of San Ramon Fire and Police in the same location. The cost was \$166,571.78. This included an addition to the maintenance agreement and on-going support. Director McCarthy would research whether or not there was grant funding available for this purchase.

On motion of Bm. Nice, seconded by Bm. Priebe and by majority vote (Bm. McQuiston voting no), the Operations Committee directed the item, Recommend a Change Order with Motorola Solutions, Inc. to Purchase Two (2) Consoles for San Ramon Valley Fire, So That They Can Dispatch for San Ramon Police, be forwarded to the full Board for consideration.

7. Review and Recommend a Change Order with Motorola Solutions, Inc. to Purchase and Install the Equipment Necessary to Add Two (2) Channels to the North West Cell, Glenn Dyer Jail, Skyline, UC Berkeley, and Seneca

Director McCarthy presented the staff report and advised that Director McCammon had been working on this project before he passed away. It involved adding two channels to ensure there would be enough capacity with Oakland coming on board the system. UASI grant funding would be used. This would bring the North West Cell of Oakland to its maximum number of channels. Total cost would be \$387,568, fully grant funded. There was \$243,947 in grant funding to begin the project, with the rest coming from a UASI or SHSGP match. Nothing would come out of the operating budget or reserves. In January Director would return to request to expand in east Alameda County, also through grant funding.

On motion of Bm. Nice, seconded by Bm. McQuiston and by unanimous vote, the Operations Committee directed the item, Recommend a Change Order with Motorola Solutions, Inc. to and Install the Equipment Necessary to Add 2 (Two) Channels to the North West Cell, Glenn Dyer Jail, Skyline, UC Berkeley, and Seneca, be forwarded to the full Board for consideration.

8. Receive and Recommend Approval of a 3 (Three) Year Agreement with Aviat for Maintenance, Technical Support, and Repair Services of the EBRCSA Microwave System

Director McCarthy presented the Staff Report and advised that this was a renewal of a warranty EBRCSA had with Aviat, for the next three years. Aviat provides all the system's microwave service, including the technical service of an engineer. Aviat's fiscal year was September to September, and it was at a cost of \$180,958 per year. It was absolutely necessary. It would come out of the maintenance budget. The original equipment was purchased under the Harris name, which is now Aviat.

On motion of Bm. Nice, seconded by Bm. McQuiston and by unanimous vote, the Operations Committee directed the item, Recommend Approval of a Three (3) Year Agreement with Aviat for Maintenance, Technical Support, and Repair Services of the EBRCSA Microwave System, be forwarded to the full Board for consideration.

9. Receive and recommend the following Policies for EBRCSA:

- 1) Policy for Annual Billing of the Services Provided by EBRCSA;**
- 2) Policy for the Purchase of Dispatch Consoles for Use with the EBRCSA;**
- 3) Policy concerning Operating and Capital Reserves for EBRCSA;**
- 4) Policy to ensure that EBRCSA maintains adequate funds for the annual cost of operations.**

1) Policy for Annual Billing of the Services Provided by EBRCSA

Director McCarthy presented the Staff Report and advised that the bill from EBRCSA for member agencies would go to the City Clerk or clerk of the agency, during the last week of June, and would be due by September 1. If the payment was late, there would be an additional 10% late fee. The purpose of billing and receiving payments at a specific time would allow EBRCSA to know the amount of money it would have in its operating budget.

On motion of Bm. Nice, seconded by Bm. Woo, and by unanimous vote, the Operations Committee directed the Policy for Annual Billing of the Services Provided by EBRCSA, be forwarded to the full Board for consideration.

2) Policy for the Purchase of Dispatch Consoles for Use with the EBRCSA

Director McCarthy presented the Staff Report and advised that with this policy, effective October 23, 2015, EBRCSA would no longer accept any requests for consoles. EBRCSA would have purchased or upgraded every member. Any new member would have to fund the purchase and installation costs of the consoles. Any member that wished to increase its number of consoles, would have to fund the purchase. EBRCSA would continue to purchase, manage the installation of and maintain the consoles, but the member agency would fund the purchase. The consoles would then remain the property of EBRCSA in order to protect the Authority's infrastructure. Bm. Priebe asked Director McCarthy if Legal was in agreement with this policy. Director McCarthy stated yes, the Authority had met its obligation with every member having its specified consoles, but would send the attorney the actual policy for review. If a member objected to this policy, it could appeal the policy and take it back to the full Board for discussion. Director McCarthy also explained he had done his due diligence in reaching out to potential member agencies to inform them of this potential policy.

On motion of Bm. Anderson, seconded by Bm. Priebe and by unanimous vote (Bms. Anderson, McQuiston, Nice, Priebe and Woo voting yes), the Operations Committee directed the Policy for the Purchase of Dispatch Consoles for Use with the EBRCSA, be forwarded to the full Board for consideration.

3) Policy Concerning Operating and Capital Reserves for EBRCSA

Director McCarthy presented the staff report and advised that the system was made up of components that had a life cycle. Through the Auditor's Office, there was a policy for replacement but in order to ensure there were adequate funds to replace it, EBRCSA would determine a replacement schedule and associated costs. The Finance Committee

had asked that the Authority set aside half of its annual operating budget to replace the system. EBRCSA's annual operating budget was \$3.4 M per year. That meant \$1.7 M would be placed in an Operating Capital Reserves separate from the \$1 M put aside for debt service.

On motion of Bm. Anderson, seconded by Bm. Nice and by unanimous vote, the Operations Committee directed the Policy Concerning Operating and Capital Reserves for EBRCSA, be forwarded to the full Board for consideration.

4) Policy to Ensure that EBRCSA Maintains Adequate Funds for the Annual Cost of Operations

Director McCarthy presented the staff report and advised that this policy would allocate any operating payment revenues in excess of annual operating expenses to the Authority's Capital Reserve fund. It would state the Authority would not exceed annual revenues collected and created prudent financial policies. In order to use this fund, it required the recommendation of the Finance Committee and the approval of the full Board.

On motion of Bm. Anderson, seconded by Bm. _____ - and by unanimous vote, the Operations Committee directed the Policy to Ensure that EBRCSA Maintains Adequate Funds for the Annual Cost of Operations, be forwarded to the full Board for consideration.

9. Receive an Update on the Cities of Oakland and Piedmont

a. Board Positions – N/A.

b. Installation of Equipment and Project Schedule

Director McCarthy advised there had been delays in Oakland, but equipment was now being installed at Edgewater, with consoles scheduled to be installed in November. Piedmont had done all its electrical upgrades, cabling from the microwave, and the HVAC would be upgraded later this month. Piedmont should be up and running by second week of December.

10. Request the Finance Committee Appoint a Subcommittee to Make a Recommendation on Executive Director's Contract for 2016

Director McCarthy stated the Finance Committee would need to review his contract in January; he was not sure if there would be a subcommittee or not.

11. Agenda Items for Next Meeting

Bm. Anderson stated that member Chiefs need to get a subcommittee together to ask how they would now "talk" to each other through the system

12. Adjournment

With no further business coming before the Committee, the meeting was adjourned at 10:56 a.m.



**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 NO. 4

**AGENDA STATEMENT
OPERATIONS COMMITTEE
MEETING DATE: November 17, 2017**

TO: Operations Committee
East Bay Regional Communications System Authority (EBRCSA)

FROM: Tom McCarthy, Executive Director
East Bay Regional Communications System Authority

SUBJECT: Request Direction concerning Transition to Phase II Transition from Frequency Division Multiple Access (FDMA) to Time Division Multiple Access (TDMA)

RECOMMENDATIONS:

Request Committee discuss and make a recommendation to the Board of Directors concerning transition to Phase II which will transition East Bay Regional Communications System Authority (EBRCSA) from Frequency Division Multiple Access (FDMA) to Time Division Multiple Access (TDMA). In addition, the Phase II transition would incorporate upgrade of the current Microwave system to Ethernet and replacement of the current DC power supplies.

SUMMARY/DISCUSSION:

The design of the EBRCSA network/system was verified through an independent engineering contractor, AECOM, that in December 2009, submitted an extensive review of the system design based on what was known at the time. Several variables were unknown, as they did not have sufficient data from some agencies that were unable, or unwilling, to commit to joining EBRCSA initially when the design was being drafted. The report used the Association of Public Safety Communications Officials (APCO) standard known as Project 25 or commonly referred to as P25. The EBRCSA system serves approximately 18,500 users in Alameda and Contra Costa Counties and, if necessary, 2,500 mutual aid responders from adjoining counties.

The Federal government's guidelines attempt to anticipate the changes in technology and works to maintain adequate FCC licenses for the channels utilized by all agencies with P25 radios. The changes in technology, available equipment, and growth in Public Safety creates a constantly changing environment in Public Safety Radio. The AECOM report published in 2009, anticipated EBRCSA implementing a system which would have a Phase I and Phase II. The initial Phase I consisted of a communications system which would be Frequency Division Multiple Access (FDMA). FDMA allows one radio to operate on a single 12.5 MHz. FDMA has served EBRCSA well, however, the system is monitored 24/7/365 and we are now having what we refer to as "busies" on the system. This is where a Public Safety Person must be put into queue to transmit on the system. The user does not even sense they are in queue because this is often a millisecond wait. The network monitoring is now indicating loads that AECOM had assumed would have been achieved once EBRCSA had migrated to TDMA.

We are seeing an increase in these reported busies. We recently had a fire in the City of Oakland at Edwards Ave. and HWY 580 and although the fire was in Oakland, the system had busies at the Doolan Site in Livermore. The reason for this is that although the incident was in Oakland, a Public Safety Person, possibly at Santa Rita with their radio tuned to the Oakland Channel, brought the Doolan site into the incident. In about an hour we had 100 busies on the Doolan site. The users did not notice any degradation to their communications, however, this is an example of why we need to migrate to Phase II Time Division Multiple Access (TDMA). TDMA allows 2 (two) Public Safety Personnel to operate on the 12.5 MHz at the same time, thus doubling our bandwidth.

In 2009, AECOM assumed that by the time subscribers reached their current number, the network would have already migrated to Phase II TDMA and would have sufficient spectrum available from the doubled network capacity offered by TDMA over FDMA. The credit for enabling the FDMA network to outperform the initial plan can be attributed to the Radio Department for each County and the Technical Advisory Committee (TAC) for the effective job of establishing subscriber radio programming templates that optimize frequency and channel usage. In addition, the credit must also include EBRCSA's Board of Directors and Operations and Finance Committees that have carefully directed the investment of available funds to the areas that have been extended and optimized the FDMA network.

Since turning on the EBRCSA system in 2013, EBRCSA's governing body, management and technology partners have successfully stayed ahead of obstacles that could have challenged end-user satisfaction, perceptions, and safety. The constant maintenance, upgrades, expansions of the infrastructure and the timing of end users programming parameters have successfully kept the network performance and user satisfaction high. However, at this time, there is evidence that AECOM's recommended TDMA upgrade should be planned for, immediately.

Motorola has prepared a system upgrade proposal for the TDMA upgrade. The timing of the upgrade is important as the total project will take approximately 18 (eighteen) months to complete.

Motorola has provided the System Upgrade Pricing Summary:

5.1 EQUIPMENT AND SERVICES PRICING

TDMA Upgrade:	\$13,316,404
- Equipment	
- Software	
- Licenses	
TDMA Discount	\$2,663,281
TDMA System Integration Services	\$1,185,191
TDMA Upgrade Total	\$11,838,314
Special Discount:	
DDM Promo for TDMA purchase by 12/15/17	\$3,938,314
Project Total (after Special Discount)	\$7,900,000
Estimated 9.25% Tax on Equipment (HW Only)	\$8,363

Note: TDMA Pricing valid through 2017, increases to \$9.5M if purchased in 2018, by July 31st. TDMA Upgrade \$7,900,000

Motorola has noted that the TDMA pricing is valid through 2017, and will increase to \$9.5M if purchased in 2018, by July 31st.

FISCAL IMPACT:

Motorola has offered two lease options to assist with the financing of the upgrades.

The first is a 5-year lease at 1.71%, with a lease rate of 0.210744 with the lease payment of \$1,664,897.21. The first payment will be due one year after the contract is executed.

The second is a 7-year lease at 1.85%, with a lease rate of 0.153622 with a lease payment of \$2,002,069.93. The first payment will be due one year after the contract is executed.

The Fiscal Impact will require work to provide detailed information concerning any increase to users which might be necessary to ensure adequate reserves to make necessary lease payments.

RECOMMENDED ACTION:

It is recommended that the Committee provide its recommendation to the Finance Committee as to whether or not we should move to Phase II TDMA and recommend they set the price increase for subscribers. It is also requested that the Committee recommend to the Board of Directors as to whether we should enter into a contract with Motorola Solutions, Inc. to implement the transition to Phase II.

Attachments:

“A” –EBRCSA TDMA System Upgrade

PROPOSAL
EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY

EBRCSA TDMA UPGRADE



MOTOROLA SOLUTIONS

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The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary information of Motorola Solutions, Inc. ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola. MOTOROLA, MOTO, MOTOROLA SOLUTIONS, and the Stylized M Logo are the trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2017 Motorola Solutions, Inc. All rights reserved.





October 31, 2017

Tom McCarthy
East Bay Regional Communications System Authority,
4985 Broder Blvd.
Dublin, California 94568

RE: EBRCSA TDMA Upgrade

Dear Mr. McCarthy,

Motorola Solutions, Inc. ("Motorola") appreciates the opportunity to provide the East Bay Regional Communications System Authority quality communications equipment and services. Motorola's project team has taken great care to propose a solution to address your needs and provide exceptional value.

In response to EBRCSA's request, Motorola has prepared this proposal to implement a Phase 2 TDMA Upgrade on the current system. Motorola has also prepared lease proposal for EBRCSA to finance this project over 5 or 7 year periods at exceptionally low interest rates.

This proposal is subject to the terms and conditions of the existing Communications System Agreement (CSA) between EBRCSA and Motorola, dated July 07, 2009, extended on July 6, 2012, and extended again on July 6, 2017 through July 6, 2020. Under Section 3.4 of the existing contract, EBRCSA may purchase additional goods and services from the CSA. Motorola's proposal is based on the assumption that EBRCSA will use this right under Section 3.4 of the CSA for the proposed transaction. Therefore, as in the past, EBRCSA may accept the proposal by executing a Change Order to the current CSA.

Any questions EBRCSA has regarding this proposal can be directed to Gordon Poole, Senior Account Manager at (408) 306-5622, (gordon.poole@motorolasolutions.com).

Our goal is to provide EBRCSA with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,
Travis Boettcher
Vice President - West Government Sales

MOTOROLA SOLUTIONS, INC.





SECTION 1

SOLUTION OVERVIEW

Motorola is pleased to provide a proposal to East Bay Regional Communications System Authority for **Phase 2 TDMA and Dynamic Dual Mode Upgrade** of their system. With this upgrade, all the existing EBRCSA FDMA voice channels will be upgraded to support both FDMA and Project 25 Phase 2 TDMA calls. This upgrade will allow all existing EBRCSA voice channels to support either FDMA or TDMA users.

In order to facilitate EBRCSA to budget for this upgrade project, Motorola has designed a special lease-purchase program for periods of 5 and 7 years. This would be the most cost effective, economical way for EBRCSA to finance, because the interest payments from the government entity are exempt from Motorola's federal income tax liability. Motorola shares this benefit by offering exceptionally low interest rates to EBRCSA.

Considering the importance of EBRCSA's network operations continuity, Motorola will develop a multi-phase deployment plan to upgrade the existing network. The goal is to help EBRCSA to avoid the performance challenges of large scale network changes by taking smaller, controlled steps.

SECTION 2

TDMA UPGRADE

EBRCSA has expressed an interest in adding TDMA functionality to their system, and hence Motorola has prepared a proposal to execute this upgrade and has highlighted the main benefits for EBRCSA.

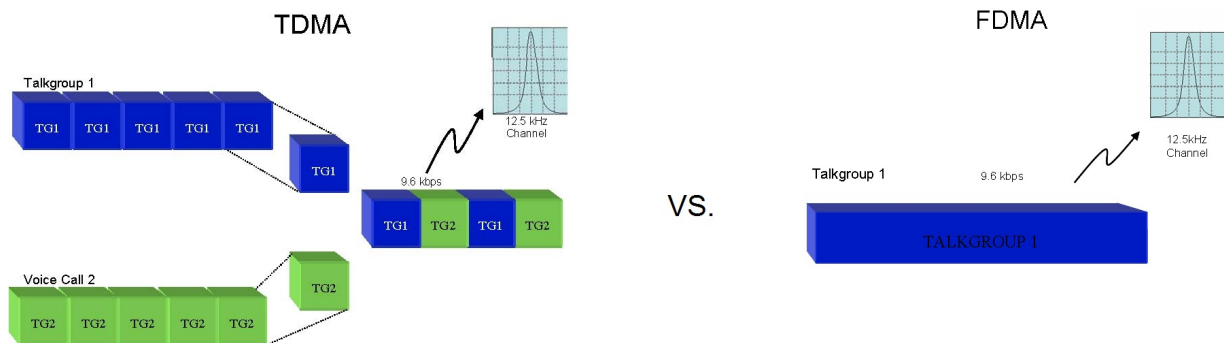
2.1 TDMA BENEFITS

By deploying TDMA in the network, EBRCSA will gain the following benefits:

- **CAPACITY** – Double the capacity of the existing channels without adding hardware or frequencies
- **VOICE AND DATA** – Extended capacity to support voice and mission critical data access, additional data applications like GPS location, collaboration and sharing
- **FLEXIBILITY** – Implement when suitable and operate seamlessly with a mixed fleet of FDMA and TDMA devices
- **READINESS** – Prepare for the unexpected and be ready for communication upticks during high traffic volume situations
- **INTEROPERABILITY** – Prepare for increased inter-agency and regional interoperability coordination with more efficient use of channels and spectrum

2.1.1 TDMA Channel Efficiency

This proposed solution provides both FDMA and TDMA infrastructure capability allowing EBRCSA to increase the current Radio Frequency channels in each of the simulcast cells without the need for additional radio hardware and frequencies. The addition of P25 TDMA operation provides 2:1 TDMA channel efficiency to double the voice path capacity in the same RF bandwidth allocation, as compared to a P25 FDMA channel. This enhanced capacity allows the system to support additional features and functionality like Data and location services while improving the EBRCSA system Grade of Service (GoS), leading to fewer busied calls and faster callbacks during busy situations.



2.1.2 Dynamic Dual Mode

This proposal also includes software enhancements beyond Project 25–defined capability, specifically with the Dynamic Dual Mode (DDM) feature. DDM greatly improves ease of use and system operation for systems with mixed P25 FDMA and P25 TDMA resources. The benefit of DDM to EBRCSA is when subscribers migrate to TDMA, the system will automatically manage both FDMA and TDMA users maximizing the system’s capacity.

////////////////////////////////////

To see the greatest capacity improvement EBRCSA will want to migrate users on an agency by agency approach to get primary voice operations on TDMA. For example if one radio monitoring the dispatch channel is only FDMA capable, the voice calls will use FDMA. With the DDM feature, talkgroups can be configured for TDMA, FDMA or Both. Once configured, the System administrators do not need to pre-assign base stations as P25 TDMA or P25 FDMA; the system automatically assigns the appropriate station mode based on the needs of the user. EBRCSA has been configured so each existing voice channel will support both FDMA and TDMA subscribers. Dispatch operators can automatically coordinate between P25 TDMA radio users and P25 FDMA radio users, with no need to track or patch users together.

2.1.2.1 Dynamic Channel Assignment

Dynamic Channel Assignment provides efficient system operation by dynamically switching between P25 FDMA mode and P25 TDMA mode for a given station based on the needs for the call assigned to the station. Any station can potentially be configured as FDMA only, TDMA only or Dynamic (FDMA/TDMA). Dynamic Channel Assignment can be configured on as many channels as needed on the ASTRO 25 system for EBRCSA.

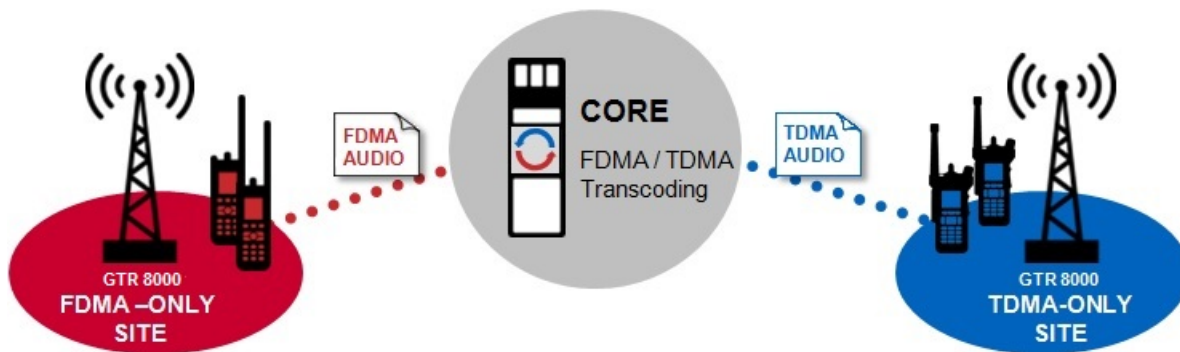
2.1.2.2 Dynamic Talkgroup Assignment

Dynamic Talkgroup Assignment provides seamless communication for systems with mixed FDMA and TDMA fleets of radio users by automatically assigning talkgroups as FDMA or TDMA modes depending on the capabilities of the affiliated subscribers. When a Dynamic Talkgroup has both FDMA users and TDMA users affiliated with the system, and FDMA channel resources are available, the talkgroup call proceeds in FDMA mode without requiring any user intervention. Should only TDMA users be affiliated on the system, the call takes place in TDMA mode. Dynamic Talkgroup Assignment can be enabled for any or all administrator-configured talkgroups.

2.1.3 Dynamic Transcoding

Dynamic transcoder is an application at the Zone Core which converts call audio between TDMA and FDMA to enable communication between TDMA radios and FDMA radios. The main benefits from this functionality are:

- More efficient support of a mixed fleet of FDMA and TDMA radios
- Preferring TDMA, each site will choose its call type based on its site resources and radio population.
- Automatically deliver the call on FDMA when TDMA resources are not available.



2.2 TDMA UPGRADE COMPONENTS

In order to enable TDMA functionality in the East Bay Regional Communication System (EBRCS), the following components in the network must be upgraded:

Master Site

- Enable/Configure Phase 2 TDMA functionality
- Enable/Configure Dynamic Transcoding Functionality
- Extend the Archiving Interface Server capacity to 120 Channels
- Extend the Inform licenses on the existing NICE Logger to 120 Channels

RF Sites

Motorola has identified all channels that will be upgraded to TDMA and below is a table summarizing the list per county:

Cell	Number of Sites	Number of Channels/Cell	Total Channels to be upgraded to TDMA
CCCO West	5	10	45
CCCO Central	8	12	88
CCCO East	3	10	27
Marsh ASR	1	5	4
CCCO Total	17		164
ALCO NW	4	18	68
ALCO SW	7	12	77
ALCO East	4	12	44
Crane ASR	1	6	5
ALCO Total	16		194
System Total	33		358

Note: The Control Channel is not included in the TDMA upgrade channel count

Dynamic Dual Mode feature will also be enabled on each of the upgraded channels.

Some of the sites require the addition of a multicoupler to enable the Receive diversity feature. Motorola has included additional multicouplers at the following sites:

- CCCO Kregor
- CCCO Highland
- ALCO Warm Springs
- ALCO Skyline

SECTION 3

EQUIPMENT LIST

Below is the Equipment List for the EBRCS TDMA Upgrade project.

Location	Equipment	Qty	Part Number	Description
Master	Master	1	SQM01SUM0273	MASTER SITE CONFIGURATION
Master	Master	1	CA02629AC	ADD: EXPAND 7.17 M CORE
Master	Master	1	CA02920AB	ADD: DYNAMIC TRANSCODER M3
Master	Master	12	UA00222AA	ADD: TRANSCODED SIMULTANEOUS CALLS (QTY 5)
Master	Master	1	UA00158AA	ADD: PHASE 2 TDMA TRKG OP ZONE LIC
Master	Master	33	UA00159AA	ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC
Master	Master	33	UA00160AA	ADD: PHASE 2 DYNAMIC TG ASGNMT SITE LIC
COCO W	COCO W	45	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
COCO W	COCO W	45	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
COCO C	COCO C	88	UA00161AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
COCO C	COCO C	88	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
COCO E	COCO E	27	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
COCO E	COCO E	27	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
ALCO E	ALCO E	44	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
ALCO E	ALCO E	44	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
ALCOSW	ALCOSW	77	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
ALCOSW	ALCOSW	77	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
ALCONW	ALCONW	68	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
ALCONW	ALCONW	68	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
MCDF	MCDF	4	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
MCDF	MCDF	4	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
Crane	Crane	5	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
Crane	Crane	5	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
COCO W	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
COCO W	GTR8000	50	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
COCO W	GTR8000	50	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
COCO W	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
COCO W	GTR8000	10	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
COCO C	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
COCO C	GTR8000	96	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
COCO C	GTR8000	96	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
COCO C	GCM8000	1	T7140	G-SERIES SOFTWARE UPGRADE
COCO C	GCM8000	12	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
COCO C	KREGOR	1	T7614	G-SERIES HARDWARE UPGRADES

Location	Equipment	Qty	Part Number	Description
COCO C	KREGOR	1	CA01916AA	ADD: 7/800 MHZ DUAL RX KIT 7-24 BRS
COCO C	KREGOR	1	T7614	G-SERIES HARDWARE UPGRADES
COCO C	KREGOR	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
COCO C	HIGHLAND	1	T7614	G-SERIES HARDWARE UPGRADES
COCO C	HIGHLAND	1	CA01916AA	ADD: 7/800 MHZ DUAL RX KIT 7-24 BRS
COCO C	HIGHLAND	1	T7614	G-SERIES HARDWARE UPGRADES
COCO C	HIGHLAND	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
COCO E	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
COCO E	GTR8000	30	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
COCO E	GTR8000	30	CA01966AA	G-SERIES SOFTWARE UPGRADE
COCO E	GCM8000	1	T7140	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
COCO E	GCM8000	10	CA01910AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
COCO E	KREGOR	1	T7614	G-SERIES SOFTWARE UPGRADE
COCO E	KREGOR	1	CA01916AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
COCO E	KREGOR	1	T7614	G-SERIES HARDWARE UPGRADES
COCO E	KREGOR	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
ALCO E	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCO E	GTR8000	48	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
ALCO E	GTR8000	48	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
ALCO E	GCM8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCO E	GCM8000	12	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
ALCOSW	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCOSW	GTR8000	84	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
ALCOSW	GTR8000	84	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
ALCOSW	GCM8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCOSW	GCM8000	12	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
ALCOSW	WRM SPRNGS	1	T7614	G-SERIES HARDWARE UPGRADES
ALCOSW	WRM SPRNGS	1	CA01916AA	ADD: 7/800 MHZ DUAL RX KIT 7-24 BRS
ALCOSW	WRM SPRNGS	1	T7614	G-SERIES HARDWARE UPGRADES
ALCOSW	WRM SPRNGS	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
ALCONW	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCONW	GTR8000	72	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
ALCONW	GTR8000	72	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
ALCONW	GCM8000	1	T7140	G-SERIES SOFTWARE UPGRADE
ALCONW	GCM8000	18	CA01910AA	ADD: CM P25 FDMA TO P25 TDMA SW UP
ALCONW	SKYLINE	1	T7614	G-SERIES HARDWARE UPGRADES
ALCONW	SKYLINE	1	CA01916AA	ADD: 7/800 MHZ DUAL RX KIT 7-24 BRS
ALCONW	SKYLINE	1	T7614	G-SERIES HARDWARE UPGRADES

Location	Equipment	Qty	Part Number	Description
ALCONW	SKYLINE	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
ALCONW	SKYLINE	1	T7614	G-SERIES HARDWARE UPGRADES
ALCONW	SKYLINE	1	CA01923AA	ADD: 7/800 MHZ DUAL RX KIT EXP RMC
CRANE	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
CRANE	GTR8000	6	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
CRANE	GTR8000	6	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
MCDF	GTR8000	1	T7140	G-SERIES SOFTWARE UPGRADE
MCDF	GTR8000	5	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
MCDF	GTR8000	5	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
Master	AIS	1	TT2833	COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE)
Master	AIS	1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
Master	AIS	1	T7885	MCAFFEE WINDOWS AV CLIENT
Master	AIS	1	B1933	MOTOROLA VOICE PROCESSOR MODULE
Master	AIS	1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
Master	AIS	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
Master	AIS	1	CA00182AB	ADD: AES ALGORITHM
Master	AIS	1	CA00245AA	ADD: ADP ALGORITHM
Master	AIS	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
Master	AIS	2	DS2POST4UKIT	4U 2 POST CONVERSION KIT
Master	AIS	1	DS12086719	CHATSWORTH 19W INCH ADJUSTABLE TIE-DOWN TOWER BRACKET-BLACK
Master	AIS	1	DDN9748	19 INCH BLACK SHELF
Master	AIS	1	DDN7532	SNMP MANAGEMENT APPLICATION
Master	LOG_REC	1	TT2669	120 SIMUL CALL MCC 7500 IP RECORDER
Master	LOG_REC	1	DDN2147	SPARES TO SUPPORT MCC 7500 IP LOGGER DL360 G9 SERVER
Master	LOG_REC	1	DDN2093	17IN LCD DRAWER WITH KEYBOARD AND MOUSE, KVM 8 PORTS, CABLES
Master	LOG_REC	6	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS

SECTION 4

IMPLEMENTATION PLAN

4.1 STATEMENT OF WORK

Motorola will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	EBRCSA
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Assign a Project Manager as a single point of contact.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Assign resources.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule project kickoff meeting.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Record and distribute project status meeting minutes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Maintain responsibility for third-party services contracted by Motorola Solutions.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Complete assigned project tasks according to the project schedule.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Submit project milestone completion documents.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Upon completion of tasks, approve project milestone completion documents.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct all project work Monday thru Friday, 8:00 a.m. to 5:00 p.m.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		
Introduce team, review roles, and decision authority.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Present project scope and objectives.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review SOW responsibilities and project schedule.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Schedule Design Review.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Present the system design and operational requirements for the solution.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Validate that customer sites can accommodate proposed equipment.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Present installation plan.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present configuration and details of sites required by system design.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide approvals required to add equipment to proposed existing sites.	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Tasks	Motorola Solutions	EBRCSA
Review safety, security, and site access procedures.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Present equipment layout plans and system design drawings.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide backhaul performance specifications and demarcation points.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide heat load and power requirements for new equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide information on existing system interfaces.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide frequency and radio information for each site.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Present preliminary cutover plan and methods to document final cutover process.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide adequate electrical power in proper phase and voltage at sites.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.	<input type="checkbox"/>	<input checked="" type="checkbox"/>





Tasks	Motorola Solutions	EBRCSA
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola's Standards and Guidelines for Communication Sites (R56)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide obstruction-free area for the cable run between the demarcation point and system equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios etc.).	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Supply interior building cable trays, raceways, conduits, and wire supports.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Sites meet physical requirements for equipment installation.		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment .	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Pack and ship solution equipment to the identified, or site locations.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Receive solution equipment.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Inventory solution equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coordinate receipt of and inventory solution equipment with designated contact.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	<input checked="" type="checkbox"/>	<input type="checkbox"/>





Tasks	Motorola Solutions	EBRCSA
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Connect installed equipment to the provided ground system.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Label equipment, racks, and cables.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Note any required changes to the installation for inclusion in the "as-built" system documentation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Equipment installed.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Verify communication interfaces between devices for proper operation.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Witness the functional testing.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Document all issues that arise during the acceptance tests.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola determines that corrective action has been taken.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Resolve any minor task failures before Final System Acceptance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Document the results of the acceptance tests and present for review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Review and approve final acceptance test results.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Document all issues that arise during the acceptance tests.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Document the results of the acceptance tests and present to the Customer for review.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Completion of functional testing and approval by Customer.		
Coverage Testing (TDMA Upgrade project, informational only)		
Determine the required number of test vehicles for simultaneous testing of multiple service areas.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Perform informational coverage testing according to the Coverage Acceptance Test Plan (CATP), Submit test reports within the agreed period.	<input checked="" type="checkbox"/>	<input type="checkbox"/>





Tasks	Motorola Solutions	EBRCSA
Document all issues that arise during the coverage testing.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Submit final test reports, according to the agreed period.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide the required number of test vehicles, drivers, and resources to witness the coverage testing.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Review the informational test results.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Completion of coverage testing and approval by Customer.		
Cutover		
Finalize Cutover Plan.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Notify the personnel affected by the cutover of the date and time planned for cutover.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Provide ongoing communication with users regarding the project and schedule.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Cut over users and ensure that user radios are operating on system.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Motorola to provide services during warranty year(s) to align with the proposed services.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Deliverable: Service information delivered and approved by Customer.		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. The documentation will include the following:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
• Site Block Diagrams.		
• Site Floor Plans (where applicable).		
• Site Equipment Rack Configurations (where applicable).		
• ATP Test Checklists.		
• Functional Acceptance Test Plan Test Sheets and Results.		





Tasks	Motorola Solutions	EBRCSA
• Equipment Inventory List.		
• Maintenance Manuals (where applicable).		
• Technical Service Manuals (where applicable).		
Drawings will be delivered in Adobe PDF format.		
Receive and approve documentation.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Execute Final Project Acceptance.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Deliverable: All required documents are provided and approved. Final Project Acceptance.		



4.2 ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal for EBRCSA TDMA Upgrade related to the design of the solution as well as to the project implementation:

General

- All existing sites or equipment locations will have sufficient space available for the system described. Relocation or removal and/or reinstallation of any equipment to accommodate the installations are not covered and will be quoted separately.
- All existing sites or equipment locations will have adequate electrical power and site grounding suitable to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of EBRCSA.
- Any tower stress analysis or tower upgrade requirements are the responsibility of EBRCSA.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment, are the responsibility of EBRCSA.
- Work is performed during normal business hours on non-holidays, Monday–Friday, 8am–5pm.

TDMA Upgrade

- TDMA feature will be enabled for all channels except the control channel per RF site (2 CH are the minimum required).
- It has been assumed that EBRCSA already has the sufficient number of antenna installed to enable the Rx diversity functionality.
- Motorola will reuse the existing transmit antenna subsystem assuming there are no issues with the existing antenna subsystem.
- Relocation or removal and/or reinstallation of any equipment to accommodate the installations are not covered and will be quoted separately.
- This proposal does not include any work effort for the fleet of existing subscriber radios on the system.
- This proposal does not include any subscribers. EBRCSA member agencies will need TDMA enabled subscribers in order to utilize the TDMA feature.
- The existing network transport capacity will have sufficient bandwidth for the features and solutions described in this document.
- Coverage Prediction and CATP are for informational purposes only.
- It is assumed that the current backhaul network will be capable of supporting the increased traffic generated due to the TDMA upgrade.



4.3 PROJECT SCHEDULE

The EBRCS TDMA upgrade project would require a carefully developed deployment plan, keeping in mind the importance of continuous operations of the current network. By taking smaller and controlled upgrade steps through a multi-phase deployment plan, EBRCSA and Motorola will avoid any potential network operations challenges .

The estimated time for completion of the entire upgrade project is approximately 12 months from the date of Contract signature. A more detailed project schedule version will be prepared by the Motorola's assigned Project Manager during the Detailed Design Review, and then reviewed and approved by EBRCSA.





4.4 ACCEPTANCE TEST PLAN

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment and/or software in order to verify that the solution operates according to its design. This plan will validate that EBRCSA's solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities. A detailed FATP will be developed and finalized during the Design Review.

4.4.1 Coverage Validation

As part of the TDMA upgrade proposal, Motorola is including services to perform baseline coverage measurements of the EBRCSA's system before the upgrade to TDMA. The purpose of the baseline coverage is to validate to EBRCSA and its end users that the coverage footprint has not changed as a result of implementing TDMA. These baseline measurements are planned to be along the major highways and roadways in both counties. The results of the before and after baseline measurements will provide information only, and does not provide a coverage guarantee.

The same process will be used both before and after the TDMA implementation, providing current Portable on Street coverage by sampling the outbound BER (Bit Error rate) information. Motorola will use VoyagerSM to record the outbound signals in one (1) vehicle, which will take sample data every ¼ mile. The process will require that one channel be reserved for the outbound test in each simulcast cell.

This plan assumes EBRCSA will supply one (1) vehicle and one (1) driver. The test will occur along an agreed upon route in the two Counties to take both the before and after coverage measurements.

During the coverage validation, Voyager generates computer files that include the Reference Tile Levels for each sampled tile. A copy of this raw data will be provided to EBRCSA as part of the baseline measurements coverage validation report. Motorola will submit to EBRCSA a brief report of the coverage validation results (before and after coverage measurements and how they compare).





4.5 WARRANTY AND MAINTENANCE SERVICES

As part of this upgrade project, Motorola will include its standard warranty as set forth in the existing contract. Concerning the TDMA upgrade, in addition to the standard warranty, Motorola will provide the same Technical Support, Dispatch Service and Standard On-Site Support it provides today for the existing FDMA system. At the end of the Warranty Period, the new TDMA equipment and software will be added to the existing service agreement at no additional charge.





SECTION 5

PRICING

Please see the pricing table included below.

5.1 EQUIPMENT AND SERVICES PRICING

Description	Price (USD)
TDMA Upgrade:	
- Equipment	\$13,316,404
- Software	
- Licenses	
TDMA Discount	-\$2,663,281
TDMA System Integration Services	\$1,185,191
TDMA Upgrade Total	\$11,838,314
Special Discount:	
DDM Promo for TDMA purchase by 12/15/17	-\$3,938,314
Project Total (after Special Discount)	\$7,900,000
Estimated 9.25% Tax on Equipment (HW Only)	\$8,363

Note: TDMA Pricing valid through 2017, increases to \$9.5M if purchased in 2018, by July 31st.

5.2 LEASE-PURCHASE TERMS

Motorola has prepared a special lease-purchase program for EBRC SA for periods of 5 and 7 years at exceptionally low interest rates. The terms of this lease-purchase proposal are described on the following page.

Note: The calculations of the lease-purchase options are based on values before sales tax.

Date: September 25, 2017

Financing proposal for: East Bay Regional Communications System Authority ("EBRCSA")

Motorola Customer Financing recognizes that each opportunity presents unique issues and characteristics. Therefore, our approach involves understanding our customer's operational goals and financial objectives. **Should you feel another financing structure is required, Motorola Customer Financing would welcome the opportunity to work with you.**

Transaction Type: Municipal Lease-Purchase Agreement / Tax Exempt Financing
Lessor: Motorola Solutions, Inc. (or its Assignee)
Lessee: **East Bay Regional Communications System Authority ("EBRCSA")**
Equipment: As per the Motorola Solutions equipment proposal.
Title, Insurance, & Maintenance: Title to the equipment will vest with the Lessee, and the Lessee will be responsible to insure & maintain the equipment as outlined in the lease contract.
Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	<u>Option One</u>	<u>Option Two</u>	<u>Option Three</u>	<u>Option Four</u>
Estimated Order Date:	2017	2017	2018	2018
Balance to Finance:	\$7,900,000.00	\$7,900,000.00	\$9,500,000.00	\$9,500,000.00
Lease Term:	Five Years	Seven Years	Five Years	Seven Years
Payment Frequency:	Annual	Annual	Annual	Annual
Lease Rate: ***	1.77%	1.85%	1.77%	1.85%
*** Please note this special financing offer is being subsidized by Motorola Corporate to the bank and such subsidy is limited, subject to change, including elimination, and is only available for financed transactions.				
Lease Factor:	0.210744	0.153622	0.210744	0.153622
Lease Payment:	\$1,664,879.21	\$1,213,616.18	\$2,002,069.93	\$1,459,411.87
Payment Structure:	Arrears	Arrears	Arrears	Arrears
Payment Commencement:	First payment due one year after contract execution.	First payment due one year after contract execution.	First payment due one year after contract execution.	First payment due one year after contract execution.

Please be advised the rates above are indicative of current market conditions and should be used for INFORMATIONAL PURPOSES ONLY. The actual lease rates will be locked on a mutually agreed upon date closer to the actual order date and will reflect then-current market conditions.

Program Highlights: Low, tax exempt financing interest rates...the **cheapest & easiest** way for State & Locals to raise cash.

Eliminate miscellaneous financing costs associated with bonding...**NO** special counsel fees, underwriter's fees, origination costs, or reserve fund requirements.
Every dollar you borrow gets allocated towards your project.

No pre-payment penalties provided payment is made on a regularly scheduled lease payment date.

Lease Payments are subject to annual appropriation, so the Lessee **DOES NOT** pledge its full faith and credit.

Future equipment upgrades can easily be accommodated via add-on lease schedules, restructuring already existing deals, etc.

Qualifications: Receipt of a properly executed documentation package.

The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last 2 year's audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final credit approval.

For questions concerning this quote, please contact: Paul Mecaskey
 Motorola Solutions Credit Company LLC

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.



SECTION 6

CONTRACTUAL DOCUMENTATION

This proposal is based upon providing the project under a Change Order to the Communications System Agreement (CSA) between EBRCSA and Motorola, dated July 7, 2009, extended on July 6, 2012, and extended again on July 6, 2017 through July 6, 2020.





SECTION 7

APPENDIX

The following appendix provides additional detailed information regarding our lease-purchase proposal.

7.1 SAMPLE LEASE-PURCHASE AGREEMENT



LESSEE FACT SHEET

Please help Motorola Solutions Inc. provide excellent billing service by providing the following information:

1. Complete **Billing** Address ABCDE

Attention: _____

Phone: _____

2. Lessee County Location: _____

3. Federal Tax I.D. Number _____

4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

Phone: _____

Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC
P.O. Box 71132
Chicago IL 60694-1132**

Thank you

FOR SAMPLE PURPOSES ONLY

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 12345

LESSEE:

ABCDE
Your address
Your town

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago, IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be

deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includable in gross income for Federal income

taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; or (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of : (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or it's Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or it's Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any

interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the

Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

18.1 PARTIAL PAYMENT/PURCHASE OPTION – GRANT FUNDING. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to make a partial payment against the Lease one time per calendar year at an amount no less than \$175,000.00 SO LONG AS SUCH PAYMENT IS BEING MADE FROM A FEDERAL GRANT FUNDING AWARD and upon Lessor's request, Lessee will provide Lessor certification of such. Application of said payment shall first be applied to accrued interest with the remainder going against the principal. Should Lessee make such payment, all remaining Lease Payments will be adjusted accordingly over the remainder of the Lease Term and Lessor shall provide to Lessee a revised Schedule B. Any reduction in outstanding principal can be viewed as the Lessee obtaining a greater equity position in the Lease.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of _____, 2016.

LESSEE:
ABCDE

LESSOR:
MOTOROLA SOLUTIONS, INC.

FOR SAMPLE PURPOSES ONLY – DO NOT EXECUTE

By: _____

By: _____

Title: _____

Title: _____

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the ABCDE, an entity duly organized and existing under the laws of the **State of** _____ that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **12345**, between ABCDE and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of ABCDE, hereto this

_____ day of _____, 2016.

By: _____

(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 12345 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

FOR SAMPLE PURPOSES ONLY – DO NOT EXECUTE

Attorney for ABCDE

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 12345
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **12345** ("Lease"), between MOTOROLA SOLUTIONS INC. ("Lessor") and ABCDE ("Lessee").

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location: IL	

Initial Term: XX Months

Commencement Date: 7/1/2016

First Payment Due Date: 7/1/2016

XX consecutive annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

Schedule B

Amortization Schedule will be included below:

INITIAL INSURANCE REQUIREMENT: \$1,000,000.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **12345** to that Equipment Lease Purchase Agreement number **12345** will be maintained by **ABCDE** as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **12345**, **ABCDE**, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 12345 to that Equipment Lease Purchase Agreement number 12345. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 12345 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
500 W Monroe
Chicago, IL 60661

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS (# 12345)

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, **please address the following questions** by completing this form or by sending a separate letter:

- 1.** What is the specific use of the equipment?

- 2.** Why is the equipment essential to the operation of **ABCDE**?

- 3.** Does the equipment replace existing equipment?

If so, why is the replacement being made?

- 4.** Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

- 5.** What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

General Fund
- Have dollars already been appropriated for the Lease Payment? Yes -or- No
- If yes, for what fiscal year(s) have appropriations been made? _____

Combination of Federal Grant funding supplemented by General Revenues
- What fiscal year(s) is expected to be funded via federal grants: _____
- What fiscal year(s) is expected to be funded via general revenues: _____
- Have these general revenues already been appropriated for the Lease Payment(s)? Yes -or- No

Other (please describe): _____

Bank Qualified Statement

LESSEE CERTIFIES THAT IT (circle one) HAS or HAS NOT

DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on or before the execution date of the Lease, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between ABCDE (Lessee) and Motorola Solutions, Inc. (Lessor).

2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below (“Equipment”) and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 12345

Lease Schedule A No. : 12345

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 12345. See Schedule A for a detailed Equipment List.

LESSEE:

ABCDE

By: _____

Date: _____

Information Return for Tax-Exempt Governmental Obligations

Under Internal Revenue Code Section 149 (e)
See separate instructions

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: Use Form 8038-GC if the issue price is under \$100,000

Part I Reporting Authority

If Amended Return, Check here

1 Issuer's name ABCDE		2 Issuer's employer identification	
3 Number and street (or P. O. box if mail is not delivered to Street address)		Room/suite	4 Report number 2016 - 12345
5 City, town, or post office, state, and ZIP code		6 Date of Issue	
7 Name of issue Equipment Lease Purchase Agreement # 12345		8 CUSIP number N/A	
9 Name and title of officer or legal representative whom the IRS may		10 Telephone number of officer or legal representative	

Part II Type of Issue (check applicable box(es) and enter the issue price) See Instructions and attach schedule

11 <input type="checkbox"/> Education	11
12 <input type="checkbox"/> Health and hospital	12
13 <input type="checkbox"/> Transportation	13
14 <input type="checkbox"/> Public safety	14
15 <input type="checkbox"/> Environment (including sewage bonds)	15
16 <input type="checkbox"/> Housing	16
17 <input type="checkbox"/> Utilities	17
18 <input type="checkbox"/> Other. Describe (see instructions)	18
19 If obligations are TANs or RANs, check box <input type="checkbox"/>	If obligations are BANs, check box <input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box <input type="checkbox"/>	<input type="checkbox"/>

Part III Description of Obligations (Complete for the entire issue for which this form is being filed)

	(a) Final Maturity date	(b) Issue Price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21			N/A	years	%

Part IV Uses of Proceeds of Bonds Issue (including underwriters' discount) N/A

22 Proceeds used for accrued interest	22	0.00
23 Issue Price of entire issue (Enter amount from line 21, column (b))	23	
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably require reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)	29	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	

Part V Description of Refunded Bonds (Complete this part only for refunding bonds.) N/A

31 Enter the remaining weighted average maturity of the bonds to be currently refunded	years
32 Enter the remaining weighted average maturity of the bonds to be advanced refunded	years
33 Enter the last date on which the refunded bonds will be called	
34 Enter the date(s) the refunded bonds were issued	

Part VI Miscellaneous N/A

35 Enter the amount of the state volume cap allocated to the issue under section 141 (b)(5)	35
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (see instructions)	36a
b Enter the final maturity date of the guaranteed investment contract	
37 Pooled financings: a Proceeds of this issue that are to be used to make loans to other governmental units	37a
b If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the name of the issuer _____ and the date of the issue _____	
38 If the issuer has designated the issue under section 265 (b)(3)(B)(i)(III) (smaller issuer exception), check box <input type="checkbox"/>	
39 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>	
40 If the issuer has identified a hedge, check box <input type="checkbox"/>	

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct and complete.

Please Sign

10/31/2017

Use or disclosure of this proposal is subject to the restrictions on the disclosure page.



**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 NO. 5

**AGENDA STATEMENT
OPERATIONS COMMITTEE MEETING
MEETING DATE: November 17, 2017**

TO: Operations Committee
East Bay Regional Communications System Authority (EBRCSA)

FROM: Tom McCarthy, Executive Director
East Bay Regional Communications System Authority

SUBJECT: Approval of 2018 Meeting Schedule

RECOMMENDATIONS:

Approve the 2018 Meeting Schedule

SUMMARY/DISCUSSION:

The Board of Directors will review the 2018 meeting schedule for the Board of Directors, Finance Committee, Operations Committee, and Technical Advisory Committee Meetings.

RECOMMENDED ACTION:

Committee recommended that the Board of Directors approve the 2018 Meeting Schedule.



East Bay Regional Communications System Authority



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2018 EBRCSA Board and Committee Meeting Schedule

Board of Directors

February 23	10:00-12:00	Assembly Room, Alameda County OES
May 18	10:00-12:00	Assembly Room, Alameda County OES
September 21	10:00-12:00	Assembly Room, Alameda County OES
December 7	10:00-12:00	Assembly Room, Alameda County OES

Committees:

February 2

Operations Committee	9:30-10:30	Room 1013
Finance Committee	11:00-12:00	Room 1013

April 27

Operations Committee	9:30-10:30	Room 1013
Finance Committee	11:00-12:00	Room 1013

August 31

Operations Committee	9:30-10:30	Room 1013
Finance Committee	11:00-12:00	Room 1013

November 16

Operations Committee	9:30-10:30	Room 1013
Finance Committee	11:00-12:00	Room 1013

TAC Meetings: First Thursday of the Month 9:30-11:30 in Room 1013 (if available) or 40% side

January 4

February 1

March 1

April 5

May 3

June 7

July 5

August 2

September 13 (Note: Alternate Date due to Urban Shield)

October 4

November 1

December 6

Created November 13, 2017



**East Bay Regional
Communications
System Authority**



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AGENDA ITEM NO. 6

**AGENDA STATEMENT
OPERATIONS COMMITTEE MEETING
MEETING DATE: November 17, 2017**

TO: Operations Committee
East Bay Regional Communications System Authority (EBRCSA)

FROM: Tom McCarthy, Executive Director
East Bay Regional Communications System Authority

SUBJECT: Annual Election of a Board Chair and Vice Chair as Required by the JPA Agreement and Bylaws

RECOMMENDATIONS:

Committee recommend to the Board of Directors the Annual Election a Board Chair and Vice Chair, as required by the JPA Agreement and Bylaws, de done at the December 1, 2017 meeting.

SUMMARY/DISCUSSION:

The JPA Agreement and Bylaws for the Authority state that the Board Presiding officers shall be a Chair and Vice-Chair, elected annually from among its membership, to preside at meetings. In the absence of the Chair, the Board shall be presided over by the Vice-Chair. The positions of Chair and Vice-Chair will be filled by a representative from each County. If the Chair is from Alameda County, the Vice-Chair will be from Contra Costa County. If the Chair is from Contra Costa County, the Vice-Chair will be from Alameda County.

The Board of Directors will receive nominations from sitting members of the Board to fill the positions of Chair and Vice-Chair. The Board will vote on the nominations for Chair and Vice-Chair following Roberts's Rules of Order. The newly elected Chair and Vice Chair will assume their positions at the conclusion of the meeting, and will continue in the positions for one year.

RECOMMENDED ACTION:

It is recommended that the Committee recommend to the Board of Directors to hold the election of Board Chair and Vice Chair as required by the JPA Agreement and Bylaws, at the December 1, 2017 Board of Directors meeting.