



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 21, 2025

TIME: 10:00 a.m.

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

AGENDA

1. Call to Order/Roll Call/Introductions
2. Public Comments (Meeting Open to the Public):
At this time, the public is permitted to address the Committee on items within the Committee's subject matter jurisdiction that do not appear on the agenda. Please limit comments to a maximum of three (3) minutes. If you wish to comment on an item that is on the agenda, please wait until the item is read for consideration.
3. Approval of Minutes of August 15, 2025, Operations Committee Meeting
4. Recommend Proposed Contract Renewal for CSI Telecommunications
5. Recommend Committee Meeting Format
6. System Status Report
7. East Bay Regional Communication System Updates
 - The City of Antioch Site on Walton Lane
 - Pearl Radio Shelter
 - Update on Encryption Activities
 - Migration Assistance Plan (MAP) Update
 - Executive Director Contract Update
 - Radio Over Cell Phone Systems
 - Loss of Vallejo and Benecia as system users
 - GPS on Portable Radios
8. Agenda Items for Next Meeting
9. Adjournment

Alameda County Office of Homeland Security and Emergency Services

4985 Broder Blvd, Dublin CA 94568 • (925) 803-7802 • www.ebrcsa.org Page 1 of 26

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

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

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

A handwritten signature in dark ink, appearing to read "David Swing".

David Swing, Executive Director

November 17, 2025



East Bay Regional Communications System Authority



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AGENDA ITEM NO. 3

AGENDA STATEMENT OPERATIONS COMMITTEE MEETING DATE: NOVEMBER 21, 2025

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

FROM: David Swing, Executive Director 
East Bay Regional Communications System Authority

SUBJECT: Approval of Minutes of the August 15, 2025 Operations Committee Meeting

RECOMMENDATIONS:

Approve the minutes of the August 15, 2025 Operations Committee Meeting

SUMMARY/DISCUSSION:

The Operations Committee will consider approval of the minutes of the August 15, 2025 Operations Committee meeting.

Attachments:

1. Draft Minutes of the August 15, 2025 Operations Committee Meeting



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OPERATIONS COMMITTEE MEETING

REGULAR MEETING

DATE: August 15, 2025

TIME: 10:00 a.m.

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

DRAFT MINUTES

1. Call to Order/Roll Call

Chair King called the meeting to order at the hour of 10:00 a.m.

Present: A. Averiett, R. Filice, J. King, D. McNaughton, M. Nichelini

2. Public Comments: None.

3. Approval of Minutes of May 9, 2025, Operations Committee Meeting

On motion of Bm. Nichelini, seconded by Bm. Filice, and by unanimous vote, the Operations Committee approved the minutes.

4. Receive System Status Report and Discuss Impacts of System-wide Law Enforcement Dispatch Capability

Executive Director Swing reported that the system has functioned well over the last three months. There was a PSPS event in early June that resulted in three generators running including the generator at Patterson Pass that ran the entire weekend. A generator issue set off an alarm that alerted the radio shops and was appropriately mitigated with coolant and re-fueling.

The switch for police primary talk groups was made in early July with no appreciable difference in system demand after switching over to systemwide. Users have not experienced issues to date.

The Committee asked if the system would sustain operations if for example there was an event in Oakland and Contra Costa County units came into Oakland. Executive Director

Swing replied that based on comparator agency scenarios (e.g., the Palisades fire) that it should not result in an issue, but has not had a live test for the EBRCSA system.

The Committee asked about potential for Fire talk groups to be expanded systemwide. Executive Director Swing replied that he is not sure what that will look like at this time.

5. Discuss Walton Lane Radio Shelter Purchase

Executive Director Swing provided a status update that the land lease agreement has been received but does not support the EBRCSA Board of Director's requested amendments. The City of Antioch is proposing a 30-year lease term instead of the Authority's requested 40-year term. Executive Director Swing believes that the Antioch site has enough power (there is a transformer for the radio shelter) and the Authority wouldn't be charged for power. Should the land lease with Antioch not be finalized, he has engaged in conversation with EBRPD to see if that site is a feasible alternative however, the Walton Lane location is ideal for the Kregor prime site.

Executive Director Swing outlined the primary and alternative proposals for radio shelters by vendor, Cell Site. The proposed larger (approximately 12'x30') comprehensive shelter purchase would require securing a letter of intent. Operationally, that shelter uses a 48-volt power supply that is a different vendor from those used by EBRCSA's other shelters (La Marche and Lorain) and cannot share parts for maintenance.

The Committee provided feedback that generally, equipment consistency is ideal unless the new equipment is more efficient. They asked whether the Authority's radio shops would be able to manage the repairs and servicing of the larger shelter with different parts. Executive Director Swing said that the radio shops currently service EBRCSA's 48-volt power supply units and does not anticipate that this will pose a problem in the immediate future especially if it is a newer unit, but he will check with the radio shops.

The Committee asked how this will impact project timelines and whether the Authority would be able to lease out the larger shelter. Executive Director Swing said it is unlikely that the space will be rented, and that Contra Costa will have a rack in the shelter because there's a shared microwave.

The Committee had shared concerns that the refurbishment of the alternative smaller shelter will likely require an additional A/C unit that will bring the cost similar to the newer larger shelter proposed.

On motion of Bm. Filice, seconded by Bm. Averiett, and by unanimous vote, the Operations Committee recommended purchase of the proposed approximately 12'x30' comprehensive shelter for the cell site.

Executive Director Swing will confirm maintenance capabilities with the radio shops before bringing this item to the next Board of Directors meeting.

6. East Bay Regional Communications System Authority Updates

- **Encryption Implementation Plan**

The planned encryption cutover dates are September 3-4 and will occur in sequential phases as each talkgroup will have to move one at a time. Radio technicians from each county will be collaborating with each of the cities to help communications supervisors and managers with any challenges. There will be a conference call bridge in order to allow successful open and closing of the Elite application. On August 28, there will be a test run on the consoles at OES with radio technicians so they know the process.

There will be an update at the Board of Directors meeting in September. Agencies that are pending new radios will be implemented later.

- **Walton Lane Area Radio Site**

Updates provided in previous agenda item.

- **Pearl Radio Site Shelter**

The Site plan is still in progress.

- **Portable Radio GPS**

In current testing, the portable radios are not communicating GPS to the site so it will continue to be tested. Updates won't be available until testing is completed. GPS features shouldn't impact capacity as it is only on when push to talk is activated, and is not a continuous transmittal.

The Committee asked if there is possibility for Z-axis enabling. Executive Director Swing said currently Z-axis capabilities are not available on Motorola Aware.

- **Migration Assurance Program**

Executive Director Swing has met with Motorola's team about their recommended transition plan and expects to discuss at the December Board of Director's meeting with a recommended timeline for replacement in alignment with EBRCSA's funding strategy.

7. Agenda Items for Next Meeting

- a. 2026 Meeting Calendar – Venue and Remote Option

8. Adjournment: There being no further business, the meeting adjourned at 10:54 a.m.

Jocelyn Kwong
Authority Secretary



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AGENDA ITEM NO. 4

AGENDA STATEMENT OPERATIONS COMMITTEE MEETING MEETING DATE: NOVEMBER 21, 2025

TO: Operations Committee
East Bay Regional Communications System Authority

FROM: David Swing, Executive Director 
East Bay Regional Communications System Authority

SUBJECT: Contract Renewal for CSI Telecommunications Inc. for Engineering Analysis, Frequency Services and Project Management

RECOMMENDATIONS:

Staff recommends the Operations Committee approve the renewal of the contract with CSI Telecommunications Inc. (CSI) and recommend its approval to the Board of Directors. This renewal covers specialized engineering analysis, frequency alignment services, and project management from CSI.

SUMMARY/DISCUSSION:

CSI Telecommunications Inc. is a team of consulting engineers who serve as subject matter experts in radio communication, microwave systems, and radio interference. CSI has been a critical partner to the Authority for over 10 years, providing specialized expertise that is not available in-house. The current contract expires on December 31, 2025, and the proposed renewal will extend the term to June 30, 2027, aligning the contract term with the Authority's fiscal year schedule.

Key Services and Value:

- **Operational Support:** CSI provides direct technical assistance to the radio shops responsible for maintaining the Authority's systems.
- **Vendor Validation:** The firm offers independent review of major vendor proposals, such as those from Motorola, to validate proposed scopes of work and identify potential cost savings before work is commissioned.



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- **Project Success:** CSI recently provided initial project management for the Walton Lane and Pearl radio sites. Their technical expertise and independent oversight delivered essential recommendations that saved the Authority both time and money on these complex infrastructure projects.

The proposed contract has been reviewed by the Authority General Counsel.

FISCAL IMPACT:

There is no new fiscal impact associated with recommending this contract renewal, as sufficient funds have been allocated and included for these professional services within the adopted FY 2025-2026 budget.

Attachment

1. Agreement

EBRCSA

STANDARD CONTRACT

1. **Contract Identification.**

Subject: Telecommunications Engineering, Analysis and Frequency Services

2. **Parties.**

The East Bay Regional Communications System Authority (EBRCSA) and the following named Contractor mutually agree and promise as follows:

Contractor: CSI Telecommunications, Inc.

Capacity: California Corporation

Address: P.O. Box 635, Novato, CA 94948-0635

3. **Term.** The effective date of this Contract is July 1, 2025. It terminates on June 30, 2027 unless sooner terminated as provided herein.

4. **Payment Limit.** EBRCSA’s total payments to Contractor under this Contract shall not exceed \$200,000.00 per fiscal year.

5. **EBRCSA’s Obligations.** EBRCSA shall make to the Contractor those payments described in the Payment Provisions attached hereto which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. **Contractor’s Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

7. **General and Special Conditions.** This Contract is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.

8. **Project.** This Contract implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference.

N/A

Initials: _____
Contractor EBRCSA

EBRCSA

STANDARD CONTRACT

9. **Legal Authority.** This Contract is entered into under and subject to the following legal authorities: Government Code Section 31000.

10. **Signatures.** These signatures attest to the parties' agreement hereto:

EAST BAY REGIONAL RADIO COMMUNICATIONS SYSTEM AUTHORITY

CHAIRMAN, BOARD OF DIRECTORS

By: _____

Board Chair Jon King

CSI TELECOMMUNICATIONS, INC.

By: _____

Catherine F. Newman, President

Initials: _____

Contractor EBRCSA

PAYMENT PROVISIONS

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, EBRCSA will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor: \$200,000.00 per fiscal year, from July 1, 2025 to June 30, 2027. For avoidance of doubt, the term of this Contract is two fiscal years, for a total compensation of \$400,000.00.
2. **Payment Demands.** Contractor shall submit written demands for payment on their stationary in a manner and form acceptable to EBRCSA . Contractor shall submit said demands for payment no later than 30 days from the end of the month in which the contract services upon which such demand is based were actually rendered. Upon approval of payment demands by EBRCSA's Executive Director, or his designee, EBRCSA will make payments as specified in Section C of the Service Plan, Payment Provisions.
3. **Penalty for Late Submission.** If EBRCSA is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to EBRCSA a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, EBRCSA shall not pay Contractor for such services to the extent EBRCSA's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** EBRCSA has the right to withhold payment to Contractor when, in the opinion of EBRCSA expressed in writing to Contractor, (a) Contractor's performance, in whole or in part, either has not been carried out or is insufficiently documented, (b) Contractor has neglected, failed or refused to furnish information or to cooperate with any inspection, review or audit of its program, work or records, or (c) Contractor has failed to sufficiently itemize or document its demand(s) for payment.
5. **Audit Exceptions.** Contractor agrees to accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate county, state or federal audit agencies resulting from its performance of this Contract. Within 30 days of demand, Contractor shall pay EBRCSA the full amount of EBRCSA's obligation, if any, to the state and/or federal government resulting from any audit exceptions, to the extent such are attributable to Contractor's failure to perform properly any of its obligations under this Contract.

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Contractor EBRCSA

- A. **Contractor's Obligations:** During the term of this Contract, Contractor will work with EBRCSA employees, contractors, subcontractors, and agents under the direction of the Executive Director, to provide telecommunications permitting assistance, Federal Communications Commission ("FCC") license application engineering/frequency coordination, and preparation of specifications for EBRCSA's Microwave and Public Safety Radio Systems.
- B. **Scope of Work:** Under the terms of this Service Plan, Contractor will perform the following professional services, which include but are not limited to the following:
1. Radio frequency coordination, permitting, application, selection, radio site construction period filing, monitoring of all County microwave and land mobile radio frequency licensing;
 2. Resolution of radio frequency interference reports or complaints against EBRCSA;
 3. Creation and/or filing of radio frequency interference reports on EBRCSA's behalf;
 4. Radio frequency coordination for application of new frequencies or changes to existing frequencies;
 5. Monitor, locate, coordinate and resolve radio frequency interference;
 6. Provide radio frequency and system performance or usage analysis;
 7. Provide radio or microwave infrastructure engineering;
 8. FCC Part 90 radio frequency license monitoring, protection, and licensing services;
 9. FCC Part 91 Microwave frequency protection services;
 10. Attend EBRCSA meetings, National Public Safety Planning Advisory Committee Region 6 Meetings, and other appropriate meetings and/or conferences at the request of the Executive Director;
 11. Preparation and electronic filing of FCC applications;
 12. Preparation of other FCC documents and filings as directed by the Executive Director;
 13. Radio systems engineering;
 14. Oversight of projects pertaining to the EBRCSA system.

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Contractor EBRCSA

- C. **Payment Provisions:** Contractor shall submit said invoices no later than 30 days after the end of the month in which the services upon which such demand is based were rendered. Subject to the payment limit set forth in Section 4 (Payment Limit) of this Contract, EBRCSA will pay Contractor for services rendered under this Contract at the rate of \$250.00 per hour billed in increments of a quarter hour. Subject to the Payment Limit, the Department may revise the foregoing payment provisions through an Administrative Amendment to this contract as provided by Section 8(b) of the attached General Conditions. Contractor may pay fees on behalf of EBRCSA for registration, permits, and licenses related to EBRCSA's radio frequency rights after receiving written approval from EBRCSA. EBRCSA will reimburse Contractor for the payment of these fees in the amount of the payment, without markup. Contractor will be reimbursed for mileage expenses at the prevailing Federal mileage reimbursement rate and for other expenses at their actual cost without an administrative mark-up.

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Contractor EBRCSA

GENERAL CONDITIONS

1. **Compliance with Law.** Contractor is subject to and must comply with all applicable federal, state, and local laws and regulations with respect to its performance under this Contract, including but not limited to, licensing, employment, and purchasing practices; and wages, hour, and conditions of employment, including nondiscrimination.
2. **Inspection.** Contractor's performance, place of business, and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of EBRCSA, the State of California, and the United States Government.
3. **Records.** Contractor must keep and make available for inspection and copying by authorized representatives of EBRCSA, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by EBRCSA.
4. **Retention of Records.** Contractor must retain all documents pertaining to this Contract for five years from the date of submission of Contractor's final payment demand or final Cost Report; for any further period that is required by law; and until all federal/state audits are complete and exceptions resolved for this Contract's funding period. Upon request, Contractor must make these records available to authorized representatives of EBRCSA, the State of California, and the United States Government.
5. **Access to Books and Records of Contractor, Subcontractor.** Pursuant to Section 1861(v)(1) of the Social Security Act, and any regulations promulgated thereunder, Contractor must, upon written request and until the expiration of five years after the furnishing of services pursuant to this Contract, make available to EBRCSA, the Secretary of Health and Human Services, or the Comptroller General, or any of their duly authorized representatives, this Contract and books, documents, and records of Contractor necessary to certify the nature and extent of all costs and charges hereunder.

Further, if Contractor carries out any of the duties of this Contract through a subcontract with a value or cost of \$10,000 or more over a twelve-month period, such subcontract must contain a clause to the effect that upon written request and until the expiration of five years after the furnishing of services pursuant to such subcontract, the subcontractor must make available to EBRCSA, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books, documents, and records of the subcontractor necessary to verify the nature and extent of all costs and charges thereunder.

This provision is in addition to any and all other terms regarding the maintenance or retention of records under this Contract and is binding on the heirs, successors, assigns and representatives of Contractor.

Initials: _____

Contractor EBRCSA

6. **Reporting Requirements.** Pursuant to Government Code section 7550, Contractor must include in all documents and written reports completed and submitted to EBRCSA in accordance with this Contract, a separate section listing the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of each such document or written report. This section applies only if the Payment Limit of the Contract exceeds \$5,000.
7. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, in its sole discretion, upon thirty-days advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.
 - b. **Failure to Perform.** EBRCSA, upon written notice to Contractor, may immediately terminate this Contract should Contractor fail to perform properly any of its obligations hereunder. In the event of such termination, EBRCSA may proceed with the work in any reasonable manner it chooses. The cost to EBRCSA of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to EBRCSA's rights to recover damages.
 - c. **Cessation of Funding.** Notwithstanding any contrary language in Paragraphs 5 and 11, in the event that federal, state, or other non-EBRCSA funding for this Contract ceases, this Contract is terminated without notice.
8. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract will be deemed to exist or to bind any of the parties hereto.
9. **Further Specifications for Operating Procedures.** Detailed specifications of operating procedures and budgets required by this Contract, including but not limited to, monitoring, evaluating, auditing, billing, or regulatory changes, may be clarified in a written letter signed by Contractor and EBRCSA's Executive Director, or designee, on whose behalf this Contract is made. No written clarification prepared pursuant to this Section will operate as an amendment to, or be considered to be a part of, this Contract.
10. **Modifications and Amendments.**
 - a. **General Amendments.** In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Contractor and EBRCSA's Executive Director, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Contractor and EBRCSA, subject to any required state or federal approval.
 - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and EBRCSA's Executive Director, subject to any required state or federal approval, provided that such

Initials: _____

Contractor EBRCSA

administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

11. **Disputes.** Disagreements between EBRCSA and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the Executive Director of EBRCSA, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.
12. **Choice of Law and Personal Jurisdiction.**
 - a. This Contract is made in Alameda County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of either Alameda County or Contra Costa County, in the State of California.
13. **Conformance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with federal or state requirements.
14. **No Waiver by EBRCSA.** Subject to Paragraph 11. (Disputes) of these General Conditions, Inspections or approvals or statements by any officer, agent or employee of EBRCSA indicating Contractor's performance or any part thereof complies with the requirements of this Contract, or acceptance of the whole or any part of said performance, or payments therefore, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is EBRCSA thereby prevented from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
15. **Subcontract and Assignment.** This contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the Executive Director or his designee, subject to any required state or federal approval, is required before the Contractor may enter into subcontracts for any work contemplated under this Contract, or before the Contractor may assign this Contract or monies due or to become due, by operation of law or otherwise.
16. **Independent Contractor Status.** The parties intend that Contractor, in performing the services specified herein, is acting as an independent contractor and that Contractor will control the work and the manner in which it is performed. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association. Additionally, Contractor is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits EBRCSA provides to its employees. In the event that EBRCSA exercises its right to terminate this Contract, Contractor expressly agrees that it will have no recourse or right of appeal under any rules, regulations, ordinances, or laws applicable to employees.
17. **Conflicts of Interest.** Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of

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Contractor EBRCSA

its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be employed by Contractor. If requested to do so by EBRCSA, Contractor will complete a "Statement of Economic Interest" form and file it with EBRCSA and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with EBRCSA. Contractor covenants that Contractor, its employees and officials, are not now employed by EBRCSA and have not been so employed by EBRCSA within twelve months immediately preceding this Contract. Contractor will indemnify, defend, and hold EBRCSA harmless from any and all claims, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

18. **Confidentiality.** Contractor agrees to comply and to require its officers, partners, associated, agents and employees to comply with all applicable state or federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:
- a. All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purpose not directly connected with the administration of such service.
 - b. No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service. Contractor agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
 - c. The provisions of this Section 18. are subject to the California Public Records Act, Cal. Govt. Code Sec. 7920.000 *et seq.*, including all requirements for disclosure of records, and all exemptions applicable to records.
19. **Nondiscriminatory Services.** Contractor agrees that all goods and services under this Contract will be available to any qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation, and that none will be used, in whole or in part, for religious worship.
20. **Indemnification.** Contractor will defend, indemnify, save, and hold harmless EBRCSA and its officers and employees from any and all claims, demands, losses, costs, expenses, and liabilities for any damages, fines, sickness, death or injury to person(s) or property, including any and all administrative fines, penalties or costs imposed as a result of an administrative or quasi-judicial proceedings, arising directly or indirectly from or connected with the services provided hereunder that are caused, or claimed or alleged to be caused, in whole or in part, by the negligence or willful misconduct of Contractor, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by EBRCSA, Contractor will defend any such suits at its sole cost and expense. If EBRCSA elects to provide its own defense, Contractor will reimburse EBRCSA for any expenditures, including reasonable attorney's fees and costs. Contractor's obligations under this section exist regardless of concurrent negligence or willful misconduct on the part of EBRCSA or

Initials: _____

Contractor EBRCSA

any other person; provided, however, that Contractor is not required to indemnify EBRCSA for the portion of liability a court determines is attributable to the sole negligence or willful misconduct of EBRCSA, its officers and employees. This provision will survive the expiration or termination of this Contract.

21. **Insurance.** During the entire term of this Contract any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

- a. **Commercial General Liability Insurance.** For all contracts where the total payment limit of the contract is \$500,000 or less, Contractor will provide commercial general liability insurance, including coverage for business losses and for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance must be endorsed to include EBRCSA and its officers and employees as additional insureds as to all services performed by Contractor under this Contract. Said policies must constitute primary insurance as to Policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under the Contractor's insurance policy or policies. For all contracts where the total payment limit is greater than \$500,000, the aforementioned insurance coverage to be provided by Contractor must have a minimum combined single limit coverage of \$1,000,000, and the Contractor must provide EBRCSA with a copy of the endorsement making EBRCSA an additional insured on all commercial general liability, worker's compensation, and, if applicable, all professional liability insurance policies as required herein no later than the effective date of this Contract.
- b. **Workers' Compensation.** Contractor must provide workers' compensation insurance coverage for its employees at the applicable statutory limits.
- c. **Certificate of Insurance.** The Contractor must provide EBRCSA with (a) certificates(s) of insurance evidencing liability and worker's compensation insurance as required herein no later than the effective date of this Contract. If Contractor should renew the insurance policy(ies) or acquire a new insurance policy(ies) or amend the coverage afforded through and endorsement to the policy at any time during the term of this Contract, then Contractor must provide (a) current certificate(s) of insurance.
- d. **Additional Insurance Provisions.** The insurance policies provided by the Contractor must include a provision for thirty (30) days written notice to EBRCSA before cancellation or material change of the above-specified coverage.

22. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to EBRCSA must be addressed to the Executive Director of EBRCSA. Notices to Contractor must be addressed to the Contractor's address designated herein. The effective date of notice is the date of deposit in the mail or of other delivery, except that the effective date of notice to EBRCSA is the date

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Contractor EBRCSA

of receipt by the Executive Director of EBRCSA.

23. **Primacy of General Conditions.** In the event of a conflict between the General Conditions and the Special Conditions, the General Conditions govern unless the Special Conditions or Service Plan expressly provide otherwise.
24. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by the Contractor under this Contract will be purchased by EBRCSA under a new contract following expiration or termination of this Contract, and Contractor waives all rights or claims to notice or hearing respecting any failure to continue purchasing all or any such services from Contractor.
25. **Possessory Interest.** If this Contract results in Contractor having possession of, claim or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue & Taxation Code Section 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest. Contractor agrees that this provision complies with notice requirements of Revenue & Taxations Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.
26. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.
27. **Copyrights and Rights in Data.** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of the Executive Director. If any material is subject to copyright, EBRCSA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.
28. **Endorsements.** In its capacity as a contractor with EBRCSA, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of EBRCSA. In its EBRCSA-contractor capacity, Contractor will not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely accepted scientific basis for such claims or without the prior written approval of EBRCSA. In its EBRCSA-contractor capacity, Contractor will not participate or appear in any commercially produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of EBRCSA. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Directors, EBRCSA officers, or others who may be authorized by the Board of Directors or by law to receive such views.
29. **Required Audit.** (A) If Contractor is funded by \$500,000 or more in federal grant funds in any fiscal year from any source, Contractor must provide to EBRCSA, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of

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Office of Management and Budget Circular A-133. (B) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, but such grant imposes specific audit requirements, Contractor must provide EBRCSA with an audit conforming to those requirements. (C) If Contractor is funded by less than \$500,000 in federal grant funds in any fiscal year from any source, Contractor is exempt from federal audit requirements for that year; however, Contractor's records must be available for and audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or EBRCSA. If any such audit is required, Contractor must provide EBRCSA with such audit. With respect to the audits specified in (A), (B) and (C) above, Contractor is solely responsible for arranging for the conduct of the audit, and for its cost. EBRCSA may withhold the estimated cost of the audit or 10 percent of the contract amount, whichever is greater, or the final payment, from Contractor until EBRCSA receives the audit from the Contractor.

30. **Authorizations.** Contractor, or the representative(s) signing this Contract on behalf of Contractor, represents and warrants that it has full power and authority to enter into this Contract and to perform the obligations set forth herein.
31. **No Implied Waiver.** The waiver by EBRCSA of any breach of any term or provision of this Contract will not be deemed to be a waiver of such term or provision or of any subsequent breach of the same or any other term or provision contained herein.

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East Bay Regional Communications System Authority



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

AGENDA ITEM NO. 5

AGENDA STATEMENT OPERATIONS COMMITTEE MEETING MEETING DATE: NOVEMBER 21, 2025

TO: Operations Committee
East Bay Regional Communications System Authority

FROM: David Swing, Executive Director 
East Bay Regional Communications System Authority

SUBJECT: Committee Meeting Format

SUMMARY/DISCUSSION:

This report initiates a discussion on adjusting the meeting format for the Finance and Operations Committees. Staff seeks committee member input on the format of future committee meetings to include a shift from mandatory in-person meetings to a permanent Hybrid or Fully Remote structure. This change aims to improve member accessibility, reduce travel time and costs, and enhance public participation, while ensuring compliance with all governing laws, including public meeting requirements.

Prior to 2020, all committee meetings were held in-person. During the pandemic, the Authority utilized remote technology, demonstrating the viability of virtual attendance. While current practice is to hold meetings in-person, a formalized remote option could provide benefits to committee efficiency and operational management. Authority Counsel and the Board Secretary agree that either option can comply with the requirements of the Brown Act with certain requirements related to noticing and posting of the agenda.

The requirements include posting the agenda and each member's meeting location 72 hours prior to the meeting and that location being open to the public. The agenda would also need to specify each member's remote teleconference location and add the zoom link to the agenda. Finally, a quorum of the Committee must either be present or be teleconferencing from within the EBRCSA jurisdiction.

Staff recommends the Committee discuss the options and provide a recommendation for the 2026 Master Calendar.

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



**East Bay Regional
Communications
System Authority**



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AGENDA ITEM NO. 6

**AGENDA STATEMENT
OPERATIONS COMMITTEE
MEETING DATE: NOVEMBER 21, 2025**

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

FROM: David Swing, Executive Director 
East Bay Regional Communications System Authority

SUBJECT: System Usage Report

RECOMMENDATIONS:

Receive report on system status.

SUMMARY/DISCUSSION:

The following report updates the Operations Committee on relevant incidents during the past three months as well as overall system usage. In the past three months the Authority transitioned law enforcement primary dispatch talk groups to encryption. During this process several issues were discovered and resolved. The issues will be discussed in greater detail during the verbal updates of the meeting.

The Cirrus Central (CC) program continues to show usage in the low 20% range.

Staff recommends the Operations Committee receive the report.

Attachment:

1. Usage Report

System Utilization

for CA East Bay RCS

Generated at: 11/09/2025 01:29 GMT-06:00

The report provides the average site resource utilization by call type. You can explore the data by site to help determine if you may need to modify your resources: add a new channel, provision the system differently, etc.

Time range

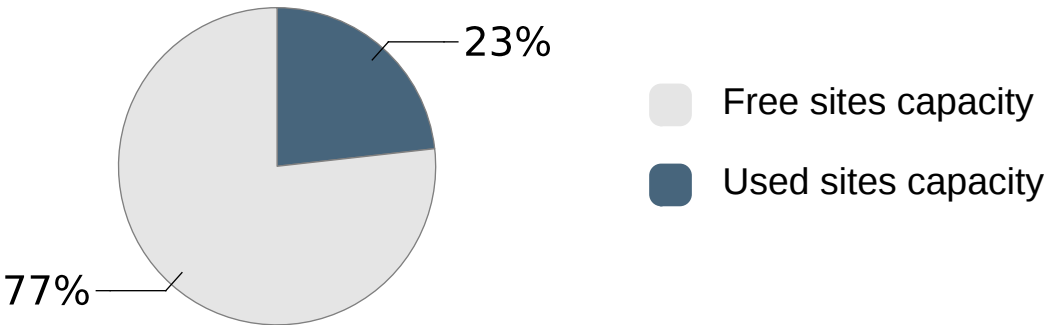
Context

11/02/2025 00:00 GMT-05:00

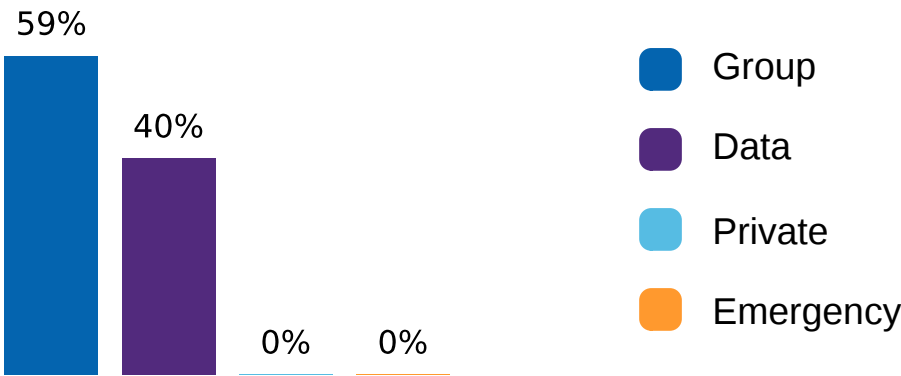
System

- 11/08/2025 23:59 GMT-06:00

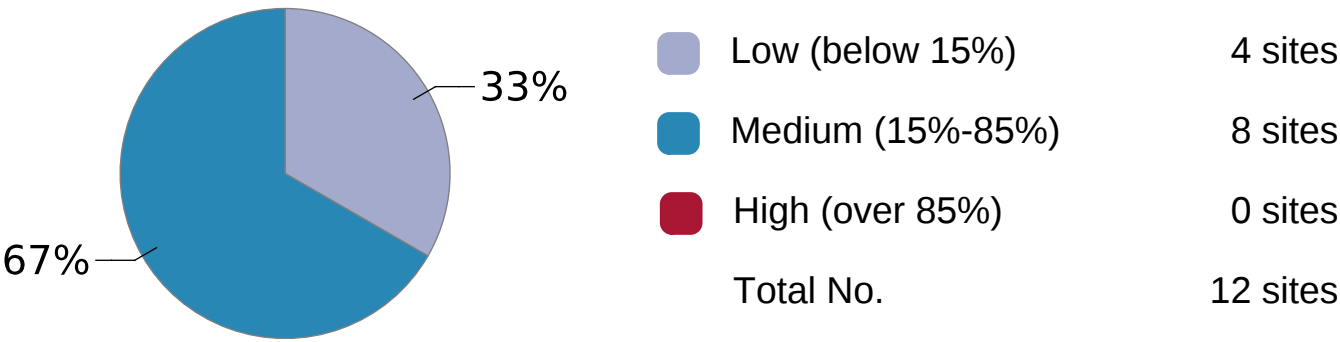
Total utilization



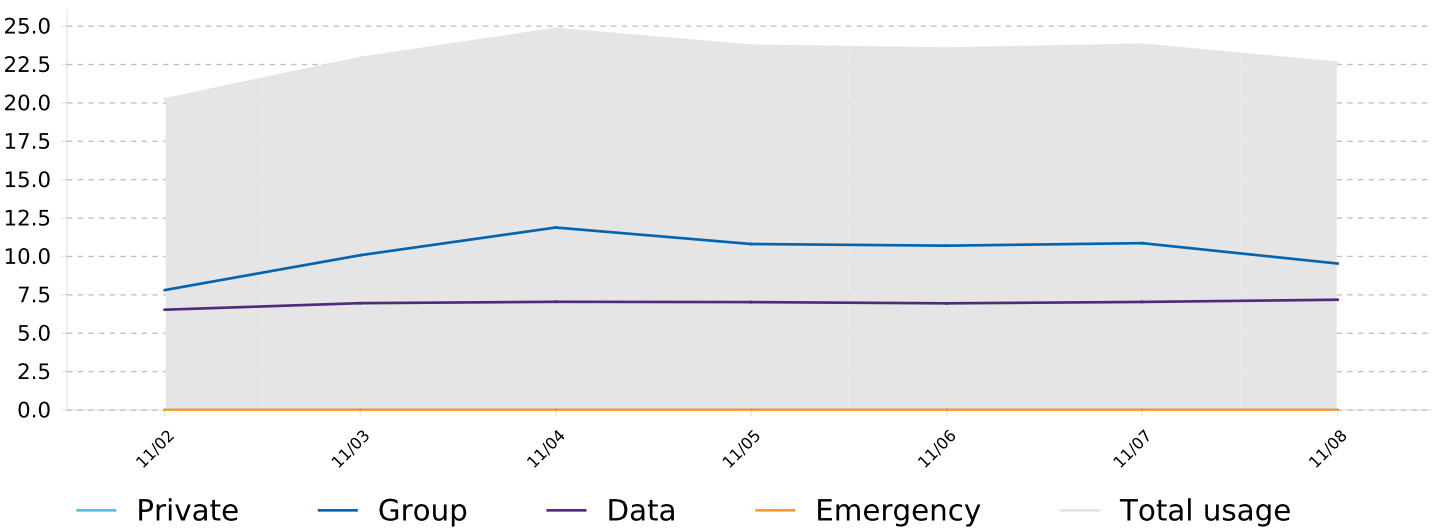
Utilization by call



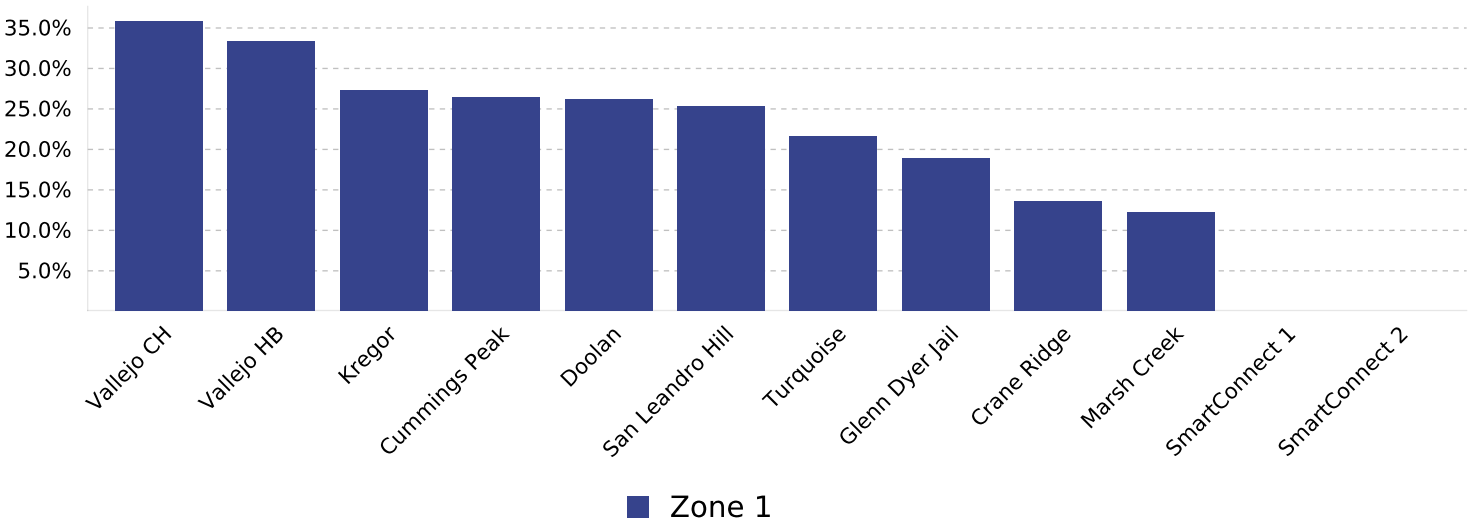
Site utilization level



System utilization over time



Highest utilization by site



System utilization by site

Site ID	Site alias	Zone ID	Available slots	Avg utilized slots	Total utilization %	by:	group calls	private calls	data calls	emergency calls
51	SmartConne	1	0	0	0 %		0	0	0	0
52	SmartConne	1	0	0	0 %		0	0	0	0
8	Marsh Creek	1	9	1.1	12 %		0.97	0	0.12	0
7	Crane Ridge	1	11	1.5	14 %		4.2	0	0.39	0
4	Glenn Dyer	1	35	6.6	19 %		10	0	5.7	0.01
3	Turquoise	1	19	4.1	22 %		8.2	0	8.3	0.01
1	San Leandro	1	23	5.8	25 %		12	0	8.6	0.01
2	Doolan	1	23	6	26 %		13	0	8.3	0.01
5	Cummings	1	23	6.1	26 %		14	0	8.4	0.01
6	Kregor	1	19	5.2	27 %		13	0	9.4	0.01
10	Vallejo HB	1	3	1	33 %		0.04	0	0.02	0
9	Vallejo CH	1	5	1.8	36 %		3.9	0	12	0

