



## **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, Oakland, 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

### **BOARD OF DIRECTORS MEETING**

#### **NOTICE OF REGULAR MEETING**

**DATE: September 27, 2019**

**TIME: 10:00 a.m.**

**PLACE: Alameda County Sheriff's Office of Emergency Services and Homeland Security  
4985 Broder Blvd.  
Dublin, CA 94568**

### **AGENDA**

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1. **Closed Session:** (None) **Time:** N/A
  2. **Call to Order/Roll Call:** (Regular Session) **Time:** 10:00 a.m.
  3. **Report on Closed Session:** None
  4. **Public Comments (Meeting Open to the Public):**  
At this time, the public is permitted to address the Board on items within the Board's subject matter jurisdiction that do not appear on the agenda. Please step to the podium and clearly state your name for the record. In accordance with State Law, no action or discussion may take place on any item not appearing on the posted agenda. If the item requires action, it will be referred to staff and/or placed on the next agenda. In order that all interested parties have an opportunity to speak, 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, and then make your way to the podium. Please limit comments to a maximum of three (3) minutes.
  5. **Presentations:** None
  6. **Approval of Minutes**
    - 6.1 Approval of Minutes from Board of Directors Meeting May 10, 2019
  7. **Written Communications:** None
  8. **Public Hearings:** None
  9. **Action Items:**
    - 9.1 Renewal of Agreement with Contra Costa County Department of Information Technology for Two Years

9.2 Contract with CSI for Engineering Consulting Services for Three Years

10. **Committee Updates:**

10.1 Receive Informational Report on Recent Finance Committee Activities

10.2 Receive Informational Report on Recent Operations Committee Activities

11. **Reports:**

11.1 Receive an Update on City of Antioch, Walton Lane Radio Coverage

11.2 Receive information concerning potential interference with 5G LTE Service

11.3 Receive update on transition to TDMA

12. **Board Comments:**

13. **Next Action Steps:**

14. **Adjournment**

This AGENDA is posted in accordance with Government Code Section 54954.2(a) *If requested, pursuant to Government Code Section 54953.2, this agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation, please contact the EBRCSA at (925) 803-7802 at least 72 hours in advance of the meeting.*

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



Tom McCarthy

Executive Director

Dated: September 20, 2019



**East Bay Regional  
Communications  
System Authority**



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**AGENDA ITEM NO. 6.1**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: September 27, 2019**

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

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

**SUBJECT:** Approval of Minutes of the May 10, 2019 Board of Directors Meeting

**RECOMMENDATIONS:**

Approve the minutes of the May 10, 2019 Board of Directors Meeting.

**SUMMARY/DISCUSSION:**

The Board of Directors will consider approval of the minutes of the May 10, 2019 Board of Directors Meeting.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors approve the minutes of the May 10, 2019 Board of Directors Meeting.



## **East Bay Regional Communications System Authority**



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### **BOARD OF DIRECTORS MEETING**

#### **NOTICE OF REGULAR MEETING**

**DATE: May 10, 2019**

**TIME:** 10:00 a.m.

**PLACE:** Alameda County Sheriff's Office of Emergency Services and Homeland Security  
4985 Broder Blvd.  
Dublin, CA 94568

#### **MINUTES**

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1. **Closed Session:** N/A

2. **Call to Order/Roll Call:** 10:05 am

**Board Members Present:** G. Ahern, T. Acosta, C. Andersen, J. Calabrigo, J. Catalano, A. Ciaburro; J. Diaz, T. Dupuis, N. Luby, R. McBain; P. Meyer, C. Nice, P. Mulligan; S. Perkins; M. Roberts, M. Shorr, C. Silva, K. Stepper, J. Tudor

**Staff:** T. McCarthy; R. Donoghue; J. Rosenberg; C. Boyer, C. Soto

**Public:** G. Poole; R. Harmon, T. Brooks

3. **Report on Closed Session:** N/A.

4. **Public Comments:**

5. **Presentations:** None

6. **Approval of Minutes**

6.1 Approval of Minutes from the Special Board Meeting of March 1, 2019

On motion of Bm. Silva, seconded by Bm. Andersen and by unanimous vote, the Board of Directors approved the minutes of the March 1, 2019 Board of Directors meeting.

7. **Written Communications:** None.

8. **Public Hearings:** None.

9. **Action Items:**

**9.1 Renewal of Agreement with Motorola for Four Years of Monitoring, Intrusion Detection, Technical Support, Preventive Maintenance and Infrastructure Response for Master Site**

Director McCarthy presented the Staff Report and advised this was a maintenance agreement that kept the System operating, and also provided technical personnel to monitor the System. If the Motorola techs noticed any issue, they would attempt to repair. If they could not repair, they would inform Alameda or Contra Costa County radio shops, and then the radio shop repairs the System. This allows a Motorola technician direct access to the System as soon as an alarm is raised. New additions to this agreement include new consoles, and cyber security where they will keep and monitor and add all necessary software. The Authority has six prime sites, and this will allow Motorola to perform preventive maintenance on these sites. With TDMA upgrades, County technicians have not had a chance to learn all of the software. Motorola will assist with this training and provide preventive maintenance. This had worked well on the Master site, and now it should be pushed out to the six critical sites.

Director McCarthy stated Motorola first requested a 7.5% increase beginning the first year. After being directed by the Finance Committee to return to negotiations with Motorola, the new increases proposed were now 4.0% the first year, 1.3% the second year, 1% the third year, and 1% the fourth year, for a total of 7.3% over the four years. The annual cost of the agreement per Fiscal Year is: 2019-2020 \$1,064,291.28; 2020-2021 \$1,077,594.92; 2021-2022 \$1,087,828.49; and, 2022-2023 \$1,098,062.06, for a total of \$4,327,776.75. The renewal term of this agreement established the same renewal time frame for all maintenance agreements. All future agreements would be negotiated at the same time.

Cm. Perkins asked if a member agency added a console at their cost, how would that work in terms of the maintenance agreement.

Director McCarthy stated when the agency was quoted a cost of a console, they were also quoted the cost for their share of the existing maintenance.

Bm. Calabrigo asked if the cost would increase user fees or were there funds in the budget to cover the increases.

Director McCarthy stated the increase had been included in the budget that would be presented for approval at today's meeting.

Bm. Silva advised that the resolutions for Items 9.1 and 9.2 had been transposed in the agenda packet.

Bm. Muranishi arrived at 10:18 a.m.

There were no public comments on this item.

On motion of Bm. Stepper, seconded by Bm. Silva and by unanimous vote, the Board of Directors adopted **Resolution No. 19-02** Authorizing the EBRCSA Chair to Execute, and the Executive Director to Implement, Renewal of a Services Agreement with Motorola Solutions, Inc. for Monitoring, Intrusion Detection, Technical Support, Preventive Maintenance and Infrastructure Response for the EBRCSA System Master Site, noting that the resolutions for Items 9.1 and 9.2 had been transposed in the agenda packet.

## **9.2 Renewal of Annual Service Agreement with Motorola for System Manager**

Director McCarthy presented the Staff Report and advised that previously, this had been a year-to-year agreement with Motorola. There were three personnel-based assistance parts to the service agreement: the person that built the System and continues to act as a project manager for any work on sites, the Motorola technician that maintains the master site, and is available to the technicians 24/7, 365 days a week; and another Motorola technician will have access to the EBRCSA System the moment an alarm appears on their monitoring equipment. This agreement was also renegotiated with the same increases as the previous agreement, 4.0% the first year, 1.3% the second year, 1% the third year, and 1% the fourth year, for a total of 7.3% over the four years. The annual cost of the agreement per Fiscal Year is: 2019-2020 \$258,187.28; 2020-2021 \$261,414.62; 2021-2022 \$263,897.19; and, 2022-2023 \$266,379.76, for a total of \$1,049,878.85.

There were no public comments on this item.

On motion of Bm. Silva, seconded by Bm. Roberts and by unanimous vote, the Board of Directors adopted **Resolution No. 19-03** Authorizing the EBRCSA Chair to Execute, and the Executive Director to Implement, Renewal of a Services Agreement with Motorola Solutions, Inc. for Support, Repair, Trouble Shooting and Consulting/Problem Solving for the EBRCSA System, noting that the resolutions for Items 9.1 and 9.2 had been transposed in the agenda packet.

## **9.3 Budget Review FY 2019/2020**

Director McCarthy presented the Staff Report regarding the FY 2019/2020 budget and stated the ten-year plan included in the budget would be rewritten by Craig Boyer, Assistant Controller, Alameda County Auditor's Office. The budget had a 3% revenue growth rate built in as the Authority had been steadily growing. But

now, the only two agencies not on the System in Alameda and Contra Costa Counties were BART and Cal State East Bay, the growth would not be at 3% any longer. He had recently been working with Cal State East Bay in becoming members of the Authority.

Director McCarthy stated the 10-year plan would be revised and brought to the Finance Committee for discussion and guidance. Once prepared, it would be agendized for approval.

Bm. Calabrigo stated the total reserves balance was misleading because it looked as if there were not capital replacement items. The capital replacement plan had been discussed for a while and some of those monies would be used for capital replacement once the plan was completed.

Director McCarthy stated one capital replacement plan response had been received. There were three more in the works.

C. Boyer stated the budget was fairly consistent with the budget for the current fiscal year. In terms of changes, Operating Payments were going up \$500,000 due to the Board approving a \$5 increase in operating payments last fiscal year. Three dollars of that occurred this fiscal year; the other \$2 would occur next fiscal year. Service Payments were going down approximately \$100,000 because Caltrans was leaving the Authority; the net increase in revenues for \$400,000. On the expense side, the most significant change is due to the change in the Motorola contracts discussed earlier in the meeting. There was also an increase in utilities for projected increases in PG&E costs. Capital and Debt Service expenditures were consistent with prior years, budgeting net income at \$943,000; of that approximately \$800,000 would go to Capital Reserves. An Operating Reserve which is maintained at half of the budgeted expenditures of the year, which is \$2.1 million and debt is required to be maintained at \$1 million. Total Reserves budgeted for next fiscal year are \$12.5 million.

Bm. Perkins asked if there was a mechanism for evaluating the Executive Director and the Administrative Assistant.

Chair Ahern stated that had not been agendized yet, but there was a system he would recommend. He could send out questionnaires to all members, and comment on the performance of staff, he would compile the information and provide that summary to staff. If the comments were such that he would recommend an increase in salary, then it could be done at that time. It could be agendized.

There were no public comments on this item.

On motion of Bm. Perkins, seconded by Bm. Silva and by unanimous vote, the Board of Directors adopted **Resolution No. 19-04** Adopting an Administrative Budget for Fiscal Year 2019/2020.

**10. Committee Updates:**

**10.1 Receive Informational Report on Recent Finance Committee Activities**

No comments were made.

**10.2 Receive Informational Report on Recent Operations Committee Activities**

No comments were made.

**11. Reports:**

**11.1 Receive an Update on Capital Replacement Report**

Director McCarthy stated four companies were going to respond to the Capital Replacement plan. One company backed out; another, AECOM, the company that did the original plan had not called back; another had submitted its completed report; and he was still waiting on another. The goal was to look at every piece of equipment the Authority had and identify future change, repair, modifications, and technology upgrades. This would be the capital replacement plan. It would also identify a cost. In the meantime, AVIAT was doing preventative maintenance, as were the County IT departments. As they do inspections, they report back with pictures of the condition of equipment. All information will go to company that will do 10-year plan.

Bm. Calabrigo asked if Exec Dir needed any consultant help to evaluate these plans. Would it be prudent to set aside some funds to manage this project?

Director McCarthy stated that he would ask two members of both the Finance and Operations Committees to review the plans first. He suggested they wait until the proposals are received, and agreed assistance might be needed.

**12. Board Comments:**

Bm. Roberts asked when Caltrans would exit.

Director McCarthy stated they had already exited.

Bm. Perkins asked for update on Walton Lane.



Director McCarthy stated there were a few towers that might be usable. They were trying to avoid having to move power to new site. If they could get a shelter that was suitable, that would save money. The Authority's Attorney was looking at an agreement now regarding a site to determine an expiration date. He would add this subject to regular updates.

Chair Ahern asked Fire agency members about PG&E emergency shutoffs. If they did that, they said they had the ability to send power to emergency facilities, such as fire and police stations. Was that correct?

Bm. Meyer stated PG&E told them to use their generators during the shutoffs or the same plan they had in place for earthquakes.

Chair Ahern stated it would be expensive and there were some sites that would be difficult to fuel.

Bm. Meyer stated PG&E said there would be a minimum of 48 hours shutdown. They were not taking into account assisted care facilities. Fire agencies were trying to get information on who would be affected. EBRCSA would be affected.

Chair Ahern stated people with medical conditions would be affected. He wanted to put this concern on people's radars.

Cm. Perkins asked if the Authority had a contract to refuel generators.

Director McCarthy stated he would have a conference call to discuss generators. Some used diesel, some used propane. Different agencies had different fuel sources. Fuel levels were not monitored remotely. Half of the System's generators would be affected.

Cm. Silva left at 10:47 a.m.

**13. Next Action Steps:**

Update on generators, the capital replacement program, Walton Lane, PG&E emergency shutoffs, and the Executive Director's evaluation. There was a request for member agencies to send their evaluation process to the Executive Director, as reference.

**14. Adjournment**

With no further business coming before the Board, the meeting was adjourned at 10: 49 a.m.

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**East Bay Regional  
Communications  
System Authority**



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**AGENDA ITEM NO. 9.1**

**AGENDA STATEMENT  
BOARD OF DIRECTORS MEETING  
MEETING DATE: September 27, 2019**

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

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

**SUBJECT:** Renewal of agreement with Contra Costa County Department of Information Technology

**RECOMMENDATIONS:**

Adopt Resolution No. 19-XX authorizing the Board Chair to execute an Amendment to the Contract with Contra Costa County Department of Information Technology for two years, to continue Communications Operations Support Services, radio services, installation, and maintenance of radio sites and 911 Dispatch centers that are part of the East Bay Regional Communications System Authority (EBRCSA).

**SUMMARY/DISCUSSION:**

The Contra Costa County Department of Information Technology provides the East Bay Regional Communications System Authority (EBRCSA) with radio services, installation, and maintenance of radio sites and 911 Dispatch centers services through an existing contract which expires on June 30, 2021(Attachment A). Contra Costa County Department of Information Technology is seeking an increase in costs for the period from July 1, 2019 to June 30, 2021. The total cost of the contract for this period is \$460,000.00 or an increase of \$30,000 over the budgeted amount for this Fiscal Year. The County has explained that the increase is necessary to compensate for increased labor rates, the amount of work being performed, and cost of materials.

The adopted EBRCSA Budget line item for the Contra Costa County Department of Technology services for FY 2019/2020 is \$200,000.00 (Attachment C). Therefore, if the Board wishes to

agree to the County's costs increase, it will require a budget adjustment for the FY 2019/2020 of \$30,000.00 and it must adopt a Resolution to accomplish such an adjustment.

If the Board authorizes the Chair to execute the amendment to the contract found in (Attachment C), it will allow Contra Costa County Department of Information Technology to perform work for EBRCSA until the contract expires or is amended again prior to development of the budget for FY 2021/2022, July 1, 2021. Contra Costa County Department of Information Technology will continue to bill monthly for time and materials, per the contract.

**FINANCIAL IMPACT:**

The increase in the total value of the contract over the two years will be \$460,000.00. The approved FY 2019/2020 EBRCSA Budget is \$200,000.00 for the Contra Costa County Department of Information Technology's services. The amended contract will require adoption of a resolution to adjust the administrative budget and addition of \$30,000.00 for the FY 2019/2020, July 1, 2019 through June 30, 2021, line item for the COCO general maintenance.

The increase of the Services Agreement can be covered in projected operating revenue and will not require an increase in the user fees for EBRCSA members.

**COMMITTEE RECOMMENDATION:**

The Finance Committee reviewed the proposed Contract Amendment and budget adjustment and recommended to the Board of Directors to amend the contract with Contra Costa County Department of Information Technology and increase the annual cost from \$200,000.00 to \$230,000.00 per year through June 30, 2021.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors adopt Resolution No. 19-XX approving an Amendment to the contract with the Contra Costa County Department of Information Technology to accept the increase of \$460,000.00 with the Contra Costa County Department of Information Technology for the period of July 1, 2019 through June 30, 2020. The contract will provide Communications Operations Support Services, radio services, installation, and maintenance of radio sites and 911 Dispatch centers that are part of the East Bay Regional Communications System Authority and authorize the Chair to sign and the Executive Director to implement the Amendment. It is further recommended that that the Board of Directors adopt Resolution No. 19-XX adopting and implementing an adjustment to the administrative budget for the Fiscal Year 2019/2020 based upon the increase in cost of the contract with the Contra Costa County Department of Information Technology over the next two years.

Attachments:

Resolutions

Attachment: "A"

Attachment: "B"

Attachment: "C"

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**RESOLUTION NO. 19-XX**

**A RESOLUTION OF THE  
EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**

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**RESOLUTION ADOPTING AND IMPLEMENTING AN ADJUSTMENT TO  
ADMINISTRATIVE BUDGET FOR FISCAL YEAR 2019/2020**

**WHEREAS**, on May 10, 2019, the East Bay Communications System Authority (“EBRCSA”) Board of Directors adopted the Fiscal Year 2019/2020 Administrative Budget for the EBRCSA; and

**WHEREAS**, the EBRCSA Finance Committee and Operations Committee have identified additional items requiring the establishment of a change in line item for the increase in cost for services performed by the Contra Costa County Department of Information Technology for Technical Services to be performed on the EBRCSA system in the accompanying Agenda Statement incorporated herein by reference, and have recommended that the EBRCSA Board of Directors so adjust the Fiscal Year 2019/2020 Administrative Budget; and

**WHEREAS**, the EBRCSA Board of Directors Finance Committee has identified an increase to the FY 2019/2020 budget; and

**WHEREAS**, the EBRCSA Board of Directors has reviewed and considered the proposed budget adjustment, has reviewed EBRCSA’s current revenues and expenses, has heard all comment thereon, and finds good cause therefor.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Directors of the East Bay Regional Communications System Authority does hereby adopt a budget adjustment to the Fiscal Year 2019/2020 Administrative Budget for the EBRCSA by increasing the line item for Contra Costa County Department of Information Technology for technical services to be performed on the EBRCSA system, and authorizes the Executive Director to implement such change to the Fiscal Year 2019/2020 Administrative Budget.

On motion of xx, seconded by xx, the foregoing Resolution was passed and adopted this 27th day of September 27, 2019, by the following votes:

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

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Board Chair

**ATTEST:** \_\_\_\_\_

Caroline Soto, Secretary

**RESOLUTION NO. 19-XX**

**A RESOLUTION OF THE  
EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**

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**RESOLUTION AUTHORIZING THE CHAIR TO EXECUTE AND THE  
EXECUTIVE DIRECTOR TO IMPLEMENT AN AMENDMENT TO THE  
INTERAGENCY AGREEMENT WITH THE CONTRA COSTA COUNTY  
DEPARTMENT OF INFORMATION TECHNOLOGY, TO INCREASE THE  
CONTRACT AMOUNT BY \$460,000**

**WHEREAS**, pursuant to Government Code Section 6500 et seq. and the Joint Exercise of Powers Agreement executed by its members, the East Bay Regional Communications System Authority (“EBRCSA”) is authorized to acquire, plan, design, finance, construct, operate and maintain a P-25 compliant communications system serving Alameda and Contra Costa counties and individual political jurisdictions therein (“System”); and

**WHEREAS**, the County of Contra Costa (“County”) is a member of the EBRCSA, and its Department of Information of Technology (“DoIT”) has a contract with EBRCSA to provide services to the System, at an amount not to exceed \$1,820,000.00 and for a term ending June 30, 2021; and

**WHEREAS**, additional funds in the amount of up to \$460,000 are needed to complete work under the contract, prior to the anticipated approval and execution of a new contract in 2021; and

**WHEREAS**, DoIT is willing to include in its contract(s) ongoing maintenance of the EBRCSA infrastructure at one or more EBRCSA sites within the County; and

**WHEREAS**, funds are available to increase the contract amount as specified; and

**WHEREAS**, staff recommends that the contract be amended in order that work on the System not be interrupted.

**NOW, THEREFORE, BE IT RESOLVED THAT** the Board of Directors of the East Bay Regional Communications System Authority does hereby: (1) authorize its Chair to execute an Amendment to the Interagency Agreement, to increase the not-to-exceed contract amount by \$460,000, for a total contract price of \$1,360,000; and (2) authorize its Executive Director to take such further action as may be necessary and appropriate to implement such Amendment.

On motion of

**AYES**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

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Board Chair

**ATTEST:**

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Caroline P. Soto, Secretary

3352271.1



# **ATTACHMENT “A”**

**INTERAGENCY AGREEMENT  
(County Provides Services)**

Number  
Fund/Org# 4295  
Account # 2310  
Other #

1. **Contract Identification.**

Department: Department Of Information Technology (DoIT)

Subject: County DoIT to provide radio services, installations, and maintenance of radio sites and 911 Dispatch Centers that are part of the East Bay Regional Communications System.

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: East Bay Regional Communications System Authority

Capacity: A California joint powers authority

Address: 4985 Broder Blvd, Dublin, CA 94568

3. **Term.** The effective date of this Agreement is December 4, 2012 and it terminates on December 3, 2015, unless sooner terminated as provided herein.

4. **Payment Limit.** Agency's total payments to County under this Agreement shall not exceed \$400,000.00.

5. **County's Obligations.** County 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.

6. **Agency's Obligations.** Agency shall pay County for its provision of the services as set forth Section C of the Service Plan, and perform other obligations as specified in the Service Plan, subject to all the terms and conditions contained or incorporated herein.

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

8. **Project.** This Agreement implements in whole or in part the following described Project: East Bay Regional Communications System Authority communications project.

9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: Government Code Section 26227.

[Signatures appear on following page.]

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

**COUNTY OF CONTRA COSTA, CALIFORNIA**

BOARD OF SUPERVISORS	ATTEST: Clerk of the Board of Supervisors
By: _____ Chairman/Designee	By: _____ Deputy

**AGENCY**

East Bay Regional Communications System Authority

Signature of authorized Agency representative	Signature of authorized Agency representative
By: <u>Gregory J. Ahern</u> Name: <u>Gregory J. Ahern</u> Title: <u>Alameda County Sheriff</u> <u>EBRCSA Board Chair</u>	By: <u>William J. McCammon</u> Name: <u>William J. McCammon</u> Title: <u>EBRCSA Executive Director</u>

ACKNOWLEDGMENT

STATE OF CALIFORNIA )  
 )  
COUNTY OF CONTRA COSTA )

On \_\_\_\_\_, before me, \_\_\_\_\_  
(insert name and title of the officer), personally appeared \_\_\_\_\_

\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Signature

(Seal)

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

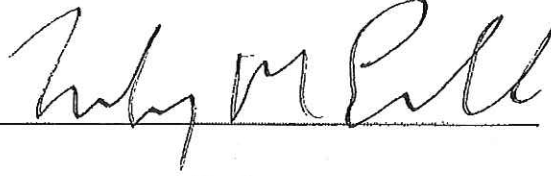
FORM APPROVED  
COUNTY COUNSEL

By: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Deputy County Counsel  
Eric Belston

APPROVED: COUNTY ADMINISTRATOR

By:

A handwritten signature in cursive script, appearing to read "Ruby M. Eull", written over a horizontal line.

Designee

**PAYMENT PROVISIONS**  
(Fee Basis Contracts - Long and Short Form)

Number \_\_\_\_\_

1. **Payment Amounts.** Subject to the Payment Limit of this Contract and subject to the following Payment Provisions, County will pay Contractor the following fee as full compensation for all services, work, expenses or costs provided or incurred by Contractor:

[Check one alternative only.]

- a. \$ \_\_\_\_\_ monthly, or
- b. \$ \_\_\_\_\_ per unit, as defined in the Service Plan, or
- c. \$ \_\_\_\_\_ after completion of all obligations and conditions herein.
- d. Other: As set forth in Section C of the Service Plan.

2. **Payment Demands.** Contractor shall submit written demands for payment on County Demand Form D-15 in the manner and form prescribed by County. 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 the head of the County Department for which this Contract is made, or his designee, County will make payments as specified in Paragraph 1. (Payment Amounts) above.
3. **Penalty for Late Submission.** If County is unable to obtain reimbursement from the State of California as a result of Contractor's failure to submit to County a timely demand for payment as specified in Paragraph 2. (Payment Demands) above, County shall not pay Contractor for such services to the extent County's recovery of funding is prejudiced by the delay even though such services were fully provided.
4. **Right to Withhold.** County has the right to withhold payment to Contractor when, in the opinion of County 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.

Initials: \_\_\_\_\_  
Contractor County Dept.

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 County the full amount of County'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.

Initials: \_\_\_\_\_  
Contractor                      County Dept.

**SERVICE PLAN OUTLINE**  
**(Purchase of Services - Long Form)**

Number

**SERVICE PLAN**

A. County Obligations. County will provide the following services at East Bay Regional Communications System Authority ("EBRCSA") radio sites throughout Contra Costa County, and at the emergency operations center located in Dublin, Alameda County.

1. Installation and maintenance of P25 radio site land mobile radio hardware and software
2. Installation and maintenance services of microwave hardware and software.
3. Installation and maintenance of system and component monitoring equipment.
4. Installation and maintenance of radio site power supplies, generator, security systems, and other related equipment.
5. Installation, maintenance, planning, and engineering of radio shelter, tower or monopole, pathways, and related facilities.
6. Fleet map design, planning, training, and maintenance.
7. Site development services, which include site surveys, engineering, planning, coverage modeling, and specification development.
8. Installation and maintenance of dispatch consoles and console interface equipment.

With the prior written approval of EBRCSA, County may subcontract with third party service providers for the performance of services under this contract.

B. EBRCSA Obligations. EBRCSA will allow County to access its radio sites for the purpose of County performing the services called for under this contract.

C. Payment Provisions:

1. Labor Service Rates. County will be paid for its services according to the following hourly rates.
  - a. EBRCSA will pay County \$120 per hour (the "Regular Rate") for work performed by a Communications Equipment Specialist between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County holidays ("Regular Hours").
  - b. EBRCSA will pay County at a rate equal to 1.5 times the Regular Rate for work performed by a Communications Equipment Specialist outside of Regular Hours.
  - c. County may increase the Regular Rate on an annual basis on July 1 of each year, but not in an amount in excess of five percent (5%) of the immediately preceding Regular Rate, and any such change will be effected by an amendment to this contract.
2. Materials and Third Party Vendor Charges. County will bill for materials used in performing services under this contract at its cost, and the materials will carry the manufacturer's warranty. County will bill for subcontractor services it uses to perform services under this contract at the cost any such third party service provider charges County.

Initials: \_\_\_\_\_  
EBRCSA County



3. Invoices. County will submit said demands for payment no later than 60 days from the end of the month in which the contract services upon which such demand is based were actually rendered. EBRCSA will make payment in respect of invoices submitted within 30 days of receipt of an invoice.

Initials: \_\_\_\_\_  
EBRCSA                      County

GENERAL CONDITIONS  
(Purchase of Services - Long Form)

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, hours, 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 the County, 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 the County, 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 the County.

a. 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 the County, the State of California, and the United States Government.

b. 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 the County, 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 the County, the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract and books,

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County Dept.

GENERAL CONDITIONS  
(Purchase of Services - Long Form)

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.

4. Reporting Requirements. Pursuant to Government Code Section 7550, Contractor must include in all documents and written reports completed and submitted to County 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 this Contract exceeds \$5,000.

5. Termination and Cancellation.

a. Written Notice. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

b. Failure to Perform. County, 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, County may proceed with the work in any reasonable manner it chooses. The cost to County of completing Contractor's performance will be deducted from any sum due Contractor under this Contract, without prejudice to County'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-County funding for this Contract ceases, this Contract is terminated without notice.

6. 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.

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County Dept.

GENERAL CONDITIONS  
(Purchase of Services - Long Form)

7. 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 the department head, or designee, of the county department 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.

8. 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 the County's Purchasing Agent or the Contra Costa County Board of Supervisors, 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 the Contra Costa County Board of Supervisors or, after Board approval, by its designee, 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 the County Administrator (or designee), subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

9. Disputes. Disagreements between County and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

10. Choice of Law and Personal Jurisdiction.

a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.

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County Dept.

GENERAL CONDITIONS  
(Purchase of Services - Long Form)

b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

11. 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 such federal or state requirements.

12. No Waiver by County. Subject to Paragraph 9. (Disputes) of these General Conditions, inspections or approvals, or statements by any officer, agent or employee of County 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 therefor, or any combination of these acts, do not relieve Contractor's obligation to fulfill this Contract as prescribed; nor is the County 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.

13. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Prior written consent of the County Administrator 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.

14. 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 County provides to its employees. In the event that County 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.

15. 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 its services hereunder. Contractor further covenants that in the performance of this Contract, no person having any such interests will be

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County Dept.

GENERAL CONDITIONS  
(Purchase of Services - Long Form)

employed by Contractor. If requested to do so by County, Contractor will complete a "Statement of Economic Interest" form and file it with County and will require any other person doing work under this Contract to complete a "Statement of Economic Interest" form and file it with County. Contractor covenants that Contractor, its employees and officials, are not now employed by County and have not been so employed by County within twelve months immediately preceding this Contract; or, if so employed, did not then and do not now occupy a position that would create a conflict of interest under Government Code section 1090. In addition to any indemnity provided by Contractor in this Contract, Contractor will indemnify, defend, and hold the County harmless from any and all claims, investigations, liabilities, or damages resulting from or related to any and all alleged conflicts of interest.

16. Confidentiality. Contractor agrees to comply and to require its officers, partners, associates, 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 the 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.

17. Nondiscriminatory Services. Contractor agrees that all goods and services under this Contract will be available to all 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.

18. Indemnification. Contractor will defend, indemnify, save, and hold harmless County 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,

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GENERAL CONDITIONS  
(Purchase of Services - Long Form)

penalties or costs imposed as a result of an administrative or quasi-judicial proceeding, 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 County, Contractor will defend any such suits at its sole cost and expense. If County elects to provide its own defense, Contractor will reimburse County 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 the County or any other person; provided, however, that Contractor is not required to indemnify County for the proportion of liability a court determines is attributable to the sole negligence or willful misconduct of the County, its officers and employees. This provision will survive the expiration or termination of this Contract.

19. Insurance. During the entire term of this Contract and 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 \$500,000 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 County 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 County, the state and federal governments, and their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) will not be required to contribute to any loss covered under 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 Contractor must provide County with a copy of the endorsement making the County 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.

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County Dept.

GENERAL CONDITIONS  
(Purchase of Services - Long Form)

b. Workers' Compensation. Contractor must provide workers' compensation insurance coverage for its employees.

c. Certificate of Insurance. The Contractor must provide County with (a) certificate(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 either a new insurance policy(ies) or amend the coverage afforded through an 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 Contractor must include a provision for thirty (30) days written notice to County before cancellation or material change of the above-specified coverage.

20. 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 County must be addressed to the head of the county department for which this Contract is made. 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 mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.

21. 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.

22. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased by County 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.

23. 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

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**GENERAL CONDITIONS**  
**(Purchase of Services - Long Form)**

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 the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

24. 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.

25. 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 County Administrator. If any material is subject to copyright, County reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, County 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.

26. Endorsements. In its capacity as a contractor with Contra Costa County, Contractor will not publicly endorse or oppose the use of any particular brand name or commercial product without the prior written approval of the Board of Supervisors. In its County-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 the Board of Supervisors. In its County-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 Contra Costa County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, County officers, or others who may be authorized by the Board of Supervisors or by law to receive such views.

27. 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 County, at Contractor's expense, an audit conforming to the requirements set forth in the most current version of 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

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GENERAL CONDITIONS  
(Purchase of Services - Long Form)

provide County 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 an audit may be required by, appropriate officials of the federal awarding agency, the General Accounting Office (GAO), the pass-through entity and/or the County. If any such audit is required, Contractor must provide County 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. County 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 County receives the audit from Contractor.

28. Authorization. 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.

29. No Implied Waiver. The waiver by County 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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**SPECIAL CONDITIONS**  
**(Purchase of Services - Long Form)**

The following Special Conditions are hereby made part of the contract between Contra Costa County, and East Bay Regional Communications System Authority, a California Joint Powers Authority ("EBRCSA").

1. References in these Special Conditions to "Contractor" are deemed to be references to Contra Costa County, on behalf of its Department of Information Technology.

2. The General Conditions attached to this contract are hereby deleted in their entirety and replaced with the following:

"1. Compliance with Law. Each of Contractor and County are 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, hours, 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.

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. Termination and Cancellation. This Contract may be terminated by either party, in its sole discretion, upon thirty-day advance written notice thereof to the other, and may be cancelled immediately by written mutual consent.

5. 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.

6. 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 EBRCSA and the department head, or designee, of the county department 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.

7. Modifications and Amendments. This Contract may be modified or amended only by a written document executed by EBRCSA and the Contra Costa County Board of Supervisors or, after

Initials:

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EBRCSA

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County

Board approval, by its designee, subject to any required state or federal approval.

8. Disputes. Disagreements between EBRCSA y and Contractor concerning the meaning, requirements, or performance of this Contract shall be subject to final written determination by the head of the county department for which this Contract is made, or his or her designee, or in accordance with the applicable procedures (if any) required by the state or federal government.

9. Choice of Law and Personal Jurisdiction.

a. This Contract is made in Contra Costa 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 Contra Costa County, State of California.

10. 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 such federal or state requirements.

11. No Waiver by EBRCSA. Subject to Paragraph 8. (Disputes) of these Special Conditions, inspections or approvals, or statements by any officer, agent or employee of Contractor 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 therefor, 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.

12. Subcontract and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. Neither party may assign this Contract without the prior written approval of the other party.

13. Independent Contractor Status. This Contract is not to be construed to create the relationship between the parties of agent, servant, employee, partnership, joint venture, or association, and Contractor shall have no entitlement to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits provided by EBRCSA to its employees (if any), agents, officers, consultants or volunteers. 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.

14. 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 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.

Initials: \_\_\_\_\_  
EBRCSA County

15. Confidentiality. Contractor agrees to comply and to require its officers, partners, associates, 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.

16. Nondiscriminatory Services. Contractor agrees that all goods and services under this Contract will be available to all qualified persons regardless of age, gender, race, religion, color, national origin, ethnic background, disability, or sexual orientation.

17. Indemnification.

a. Contractor Indemnification. Contractor will defend, indemnify, save, and hold harmless EBRCSA and its officers, agents and employees, if any, 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 proceeding, 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 attorneys' fees and costs. Contractor is not required to indemnify EBRCSA for the proportion of liability a court determines is attributable to the negligence or willful misconduct of EBRCSA, its officers, agents and employees, if any. This provision will survive the expiration or termination of this Contract.

b. EBRCSA Indemnification. EBRCSA will defend, indemnify, save, and hold harmless Contractor and its officers, agents and employees, if any, 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 proceeding, 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 EBRCSA, its officers, employees, agents, contractors, subcontractors, or any persons under its direction or control. If requested by Contractor, EBRCSA will defend any such suits at its sole cost and expense. If Contractor elects to provide its own defense, EBRCSA will reimburse Contractor for any expenditures, including reasonable attorneys' fees and costs. EBRCSA is not required to indemnify Contractor for the proportion of liability a court determines is attributable to the negligence or willful misconduct of Contractor, its officers, agents and employees, if any. This provision will survive the expiration or termination of this Contract.

18. Insurance. During the entire term of this Contract and any extension or modification thereof, Contractor shall keep in effect insurance policies meeting the insurance requirements set forth in Exhibit A attached hereto and incorporated herein by reference.

19. 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 Contractor must be addressed to the head of the county department for which this Contract is made. Notices to EBRCSA must be addressed to EBRCSA's address designated herein. The effective date of notice is the date of deposit in the mails

Initials: \_\_\_\_\_  
EBRCSA County

or of other delivery, except that the effective date of notice to Contractor is the date of receipt by the head of the county department for which this Contract is made.

20. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by 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.

21. 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 the notice requirements of Revenue & Taxation Code Section 107.6, and waives all rights to further notice or to damages under that or any comparable statute.

22. 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.

23. 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 EBRCSA's Executive Director. If any material is subject to copyright, EBRCSA reserves the right to copyright, and Contractor agrees not to copyright such material. If the material is copyrighted, 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.

24. Authorization. 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.

25. 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."

Initials: \_\_\_\_\_  
EBRCSA County

EXHIBIT A

**EBRCSA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

	TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
A	<b>Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
B	<b>Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
C	<b>Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
D	<b>Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: the EBRCSA, its members, officers, agents, employees and representatives, as their respective interests may appear but only with respect to derivative or imputed liability arising out of the Insured's performance of services under this Agreement for the EBRCSA.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until three (3) years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a A.M. Best Rating of no less than A:VII or equivalent, shall be admitted to the State of California unless otherwise waived by Risk Management, and with deductible amounts acceptable to the EBRCSA. Acceptance of Contractor's insurance by the EBRCSA shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured-retention amount or other similar obligation under the policies shall be the sole responsibility of Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contract shall include all subcontractors as an insured (covered party) under its policies and shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:                         <ul style="list-style-type: none"> <li>- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and reasonably satisfactory to the EBRCSA, evidencing that all required insurance coverage is in effect. The EBRCSA reserves the rights to require Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:                         <ul style="list-style-type: none"> <li>- EBRCSA, Alameda County Office of Emergency Services, 4985 Broder Boulevard, Dublin, CA 94568, Attn: Executive Director.</li> </ul> </li> </ol>	

# **ATTACHMENT “B”**



**CONTRACT AMENDMENT AGREEMENT  
(Purchase of Services – Long Form)**

Number:  
Fund/Org:  
Account:  
Other:

1. **Identification of Contract to be Amended.**

Number:

Effective Date: December 4, 2012

Department: Department of Information Technology (DoIT)

Subject: County DoIT to provide radio services, installations, and maintenance of radio sites and 911 dispatch Centers that are part of the East Bay Regional Communications System.

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: East Bay Regional Communications System Authority

Capacity: A California joint powers authority

Address: 4985 Broder Blvd. Dublin, CA 94568

3. **Amendment Date.** The effective date of this Contract Amendment Agreement is March 10, 2015.

4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the "Amendment Specifications" attached hereto which are incorporated herein by reference.

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

**COUNTY OF CONTRA COSTA, CALIFORNIA**

BOARD OF SUPERVISORS  By: _____ Chair/Designee	ATTEST: Clerk of the Board of Supervisors  By: _____ Deputy
---	--

**CONTRACTOR**

Signature A Name of business entity: East Bay Regional Communications System Authority  By: _____ (Signature of individual or officer)  _____ (Print name and title A, if applicable)	Signature B Name of business entity: East Bay Regional Communications System Authority  By: _____ (Signature of individual or officer)  _____ (Print name and title B, if applicable)
--	--

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

AMENDMENT SPECIFICATIONS

County and Agency agree to amend the Contract identified herein as set forth below, while the remainder of the Contract is unchanged and in full force and effect.

Section 4 (Payment Limit) of the Contract is hereby amended by increasing the payment limit by \$250,000, from \$400,000 to a new payment limit of \$650,000.00

Initials:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
County Dept.

**CONTRACT AMENDMENT/EXTENSION  
AGREEMENT  
(Purchase of Services – Long Form)**

Number:  
Fund/Org:  
Account:  
Other:

1. **Identification of Contract to be Extended.**

Number:

Effective Date: December 4, 2012

Department: Department of Information Technology (DoIT)

Subject: County DoIT to provide radio services, installation, and maintenance of radio sites and 911 Dispatch Centers that are part of the East Bay Regional Communications Systems.

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: East Bay Regional Communications System Authority

Capacity: A California joint powers authority

Address: 4985 Broder Blvd. Dublin, CA 94568

3. **Amendment Date.** The effective date of this Amendment/Extension Agreement is June 20, 2019.

4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the “Amendment Specifications” attached hereto which are incorporated herein by reference.

5. **Extension of Term.** The termination date of the above described contract is hereby extended from June 30, 2019 to a new termination date of June 30, 2021 , unless sooner terminated as provided in said contract.

6. **Payment Limit Increase.** The payment limit of the above described Contract is hereby increased by \$ 460,000.00, from \$ 1,360,000.00 to a new total Contract Payment Limit of \$ 1,820,000.00.

**CONTRACT AMENDMENT/EXTENSION  
AGREEMENT  
(Purchase of Services – Long Form)**

Number:  
Fund/Org:  
Account:  
Other:

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

**COUNTY OF CONTRA COSTA, CALIFORNIA**

<b>BOARD OF SUPERVISORS</b>	<b>ATTEST: Clerk of the Board of Supervisors</b>
By: _____ Chair/Designee	By: _____ Deputy

**CONTRACTOR**

<b>Signature A</b> Name of business entity: East Bay Regional Communications System Authority	<b>Signature B</b> Name of business entity: East Bay Regional Communications System Authority
By: _____ (Signature of individual or officer)	By: _____ (Signature of individual or officer)
_____ (Print name and title A, if applicable)	_____ (Print name and title B, if applicable.)

**Note to Contractor:** For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

**ACKNOWLEDGMENT/APPROVALS**  
(Purchase of Services - Long Form)

Number: \_\_\_\_\_

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA            )  
  )  
COUNTY OF CONTRA COSTA    )

On \_\_\_\_\_ (Date),

before me, \_\_\_\_\_ (Name and Title of the Officer),

personally appeared, \_\_\_\_\_,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

\_\_\_\_\_  
Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)  
(Civil Code §1189)

**APPROVALS**

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: \_\_\_\_\_  
Designee

By: \_\_\_\_\_  
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: \_\_\_\_\_  
Designee



**East Bay Regional  
Communications  
System Authority**



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

**AMENDED BUDGET**

**FISCAL YEAR 2019-20**

**Revenues**

Operating payments	6,400,000
Service payments	1,190,000
Interest	80,000
<b>Total revenues</b>	<b>7,670,000</b>

**Expenses**

Administration	280,000
Audit fees	20,000
Insurance	30,000
Lease	70,000
Legal	20,000
Licenses and permits	30,000
Membership fees	10,000
Maintenance	3,557,000
Security	11,000
Utilities	160,000
Website hosting	4,000
<b>Total operating expenses</b>	<b>4,192,000</b>
Capital	1,915,000
Debt Service	650,000
<b>Total expenses</b>	<b>6,757,000</b>
<b>Net Income</b>	<b>913,000</b>

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM  
EXPENDITURE DETAIL  
FISCAL YEAR 2019-2020**

<b>OPERATING EXPENSES</b>	<b>FY19-20 Approved</b>	<b>FY19-20 Amendment #1</b>	<b>FY19-20 Amended</b>
Administration			
Executive director	225,000	-	225,000
Administrative assistant	40,000	-	40,000
Travel	5,000	-	5,000
Miscellaneous	10,000	-	10,000
Audit fees	20,000	-	20,000
Insurance	30,000	-	30,000
Legal	20,000	-	20,000
Lease	70,000	-	70,000
Licenses and permits	30,000	-	30,000
Membership fees	10,000	-	10,000
Maintenance			
Service agreement	1,065,000	-	1,065,000
Software maintenance (SUA II)	962,000	-	962,000
Network administration	260,000	-	260,000
HVAC maintenance	20,000	-	20,000
Generator maintenance	40,000	-	40,000
ALCO general maintenance	600,000	-	600,000
COCO general maintenance	200,000	30,000	230,000
CSI telecommunications	200,000	-	200,000
Microwave maintenance	180,000	-	180,000
Security	11,000	-	11,000
Utilities	160,000	-	160,000
Website hosting	4,000	-	4,000
<b>Total expenses</b>	<b>4,162,000</b>	<b>30,000</b>	<b>4,192,000</b>
<b>CAPITAL EXPENDITURES</b>			
TDMA Upgrade	1,665,000	-	1,665,000
DC Power Upgrade	250,000	-	250,000
<b>Total expenditures</b>	<b>1,915,000</b>	<b>0</b>	<b>1,915,000</b>
<b>DEBT SERVICE</b>			
Principal	454,000	-	454,000
Interest	196,000	-	196,000
<b>Total expenses</b>	<b>650,000</b>	<b>0</b>	<b>650,000</b>

1. Motorola service agreement increased due to a new 4 year contract
2. Network administration contract increased
3. TDMA Upgrade Expense is the annual payment for the Change Order approved by the Board of Directors
4. DC Power Upgrade Expense is an annual amount to replace the batteries in various locations



**EAST BAY REGIONAL COMMUNICATIONS SYSTEM  
PROJECTED CASH RESERVE BALANCES  
FISCAL YEAR 2019-2020**

	<b>FY18-19 Final Budget</b>	<b>FY18-19 Projected</b>	<b>FY19-20 Budget</b>
<b>Operating Reserve</b>			
Beginning Balance	1,763,500	1,763,500	1,943,000
Operating Payments	5,900,000	6,019,000	6,400,000
Initial Payments	-	46,000	-
Interest	50,000	80,000	80,000
Operating Expenses	(4,038,000)	(3,886,000)	(4,192,000)
Transfer to Capital Reserve	(1,656,500)	(2,079,500)	(2,135,000)
<b>Ending Balance</b>	<b>2,019,000</b>	<b>1,943,000</b>	<b>2,096,000</b>
<b>Debt Service Reserve</b>			
Beginning Balance	1,000,000	1,000,000	1,000,000
Service Payments	1,300,000	1,223,000	1,190,000
Debt Service	(650,000)	(650,000)	(650,000)
Transfer to Capital Reserve	(650,000)	(573,000)	(540,000)
<b>Ending Balance</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>
<b>Capital Reserve</b>			
Beginning Balance	7,909,925	7,909,925	8,647,425
Grants	-	-	-
Transfer In	2,306,500	2,652,500	2,675,000
Capital	(1,915,000)	(1,915,000)	(1,915,000)
<b>Ending Balance</b>	<b>8,301,425</b>	<b>8,647,425</b>	<b>9,407,425</b>
<b>Total Reserve Balance</b>	<b>11,320,425</b>	<b>11,590,425</b>	<b>12,503,425</b>

1. Operating Reserve Balance is equal to 50% of the next fiscal years Operating Budget
2. Debt Reserve Balance is set to equal \$1,000,000 every fiscal year
3. Capital Reserve Balance is the projected remaining cash after the Operating and Debt Reserve requirements have been met

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

**Assumptions**

Annual Inflation Rate		3%
Capital Spending Rate		0%
New Member Growth Rate		0.2%
Monthly Operating Payment	\$	25.00
Monthly Service Payment	\$	15.00
Capital Budget - FY17	\$	200,000

**Projected Ending Balances**

FY17 Available Balance	\$	9,407,425
FY22 Available Balance	\$	13,877,417
FY27 Available Balance	\$	25,233,279

**Projected Spending**

FY18-27 Capital Spending	\$	-
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**EAST BAY REGIONAL COMMUNICATIONS SYSTEMS AUTHORITY**  
**10 YEAR CASH FLOW PROJECTION**

	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
<b>Operating Reserve</b>											
Balance - beginning	1,763,500	1,943,000	2,096,000	2,115,155	2,133,160	2,152,524	2,185,751	2,219,972	2,255,222	2,291,528	2,328,925
Operating payments	6,019,000	6,400,000	6,467,400	6,480,540	6,493,706	6,506,899	6,520,118	6,533,363	6,546,635	6,559,934	6,573,259
Initial payments	46,000	-	7,300	7,300	7,315	7,329	7,344	7,359	7,373	7,388	7,403
Interest	80,000	80,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Administration	(232,000)	(280,000)	(288,400)	(297,052)	(305,964)	(315,142)	(324,597)	(334,335)	(344,365)	(354,696)	(365,336)
Audit fees	(13,000)	(20,000)	(20,600)	(21,218)	(21,855)	(22,510)	(23,185)	(23,881)	(24,597)	(25,335)	(26,095)
Insurance	(24,000)	(30,000)	(30,900)	(31,827)	(32,782)	(33,765)	(34,778)	(35,822)	(36,896)	(38,003)	(39,143)
Legal	(5,000)	(20,000)	(20,600)	(21,218)	(21,855)	(22,510)	(23,185)	(23,881)	(24,597)	(25,335)	(26,095)
Lease	(64,000)	(70,000)	(72,100)	(74,263)	(76,491)	(78,786)	(81,149)	(83,584)	(86,091)	(88,674)	(91,334)
Licenses and permits	(6,000)	(30,000)	(30,900)	(31,827)	(32,782)	(33,765)	(34,778)	(35,822)	(36,896)	(38,003)	(39,143)
Membership fees	(9,000)	(10,000)	(10,300)	(10,609)	(10,927)	(11,255)	(11,593)	(11,941)	(12,299)	(12,668)	(13,048)
Maintenance											
Customer svc. agmt.	(967,000)	(1,065,000)	(1,078,000)	(1,088,000)	(1,099,000)	(1,111,970)	(1,126,929)	(1,143,907)	(1,162,934)	(1,184,042)	(1,207,263)
SUA II	(939,000)	(962,000)	(990,860)	(1,020,586)	(1,051,203)	(1,082,739)	(1,115,222)	(1,148,678)	(1,183,139)	(1,218,633)	(1,255,192)
System management	(250,000)	(260,000)	(262,000)	(264,000)	(267,000)	(275,010)	(283,260)	(291,758)	(300,511)	(309,526)	(318,812)
HVAC	(25,000)	(20,000)	(20,600)	(21,218)	(21,855)	(22,510)	(23,185)	(23,881)	(24,597)	(25,335)	(26,095)
Generators	(57,000)	(40,000)	(41,200)	(42,436)	(43,709)	(45,020)	(46,371)	(47,762)	(49,195)	(50,671)	(52,191)
ALCO maintenance	(600,000)	(600,000)	(618,000)	(636,540)	(655,636)	(675,305)	(695,564)	(716,431)	(737,924)	(760,062)	(782,864)
COCO maintenance	(150,000)	(230,000)	(236,900)	(244,007)	(251,327)	(258,867)	(266,633)	(274,632)	(282,871)	(291,357)	(300,098)
CSI telecommunications	(200,000)	(200,000)	(206,000)	(212,180)	(218,545)	(225,102)	(231,855)	(238,810)	(245,975)	(253,354)	(260,955)
Microwave maintenance	(180,000)	(180,000)	(185,400)	(190,962)	(196,691)	(202,592)	(208,669)	(214,929)	(221,377)	(228,019)	(234,859)
Security	(11,000)	(11,000)	(11,330)	(11,670)	(12,020)	(12,381)	(12,752)	(13,135)	(13,529)	(13,934)	(14,353)
Utilities	(150,000)	(160,000)	(164,800)	(169,744)	(174,836)	(180,081)	(185,484)	(191,048)	(196,780)	(202,683)	(208,764)
Web site hosting	(4,000)	(4,000)	(4,120)	(4,244)	(4,371)	(4,502)	(4,637)	(4,776)	(4,919)	(5,067)	(5,219)
Transfer to Capital Reserve	(2,079,500)	(2,135,000)	(2,182,535)	(2,096,235)	(2,002,808)	(1,867,188)	(1,740,412)	(1,609,459)	(1,474,209)	(1,334,527)	(1,190,284)
<b>Balance - ending</b>	<b>1,943,000</b>	<b>2,096,000</b>	<b>2,115,155</b>	<b>2,133,160</b>	<b>2,152,524</b>	<b>2,185,751</b>	<b>2,219,972</b>	<b>2,255,222</b>	<b>2,291,528</b>	<b>2,328,925</b>	<b>2,367,442</b>

<b>Debit Service Reserve</b>											
Balance - beginning	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000
Service payment	1,223,000	1,190,000	1,224,966	1,227,689	1,230,418	1,233,153	1,235,892	1,238,638	1,241,389	1,244,145	1,246,907
Principal	(454,000)	(473,000)	(492,000)	(512,000)	(532,000)	(553,000)	(576,000)	(600,000)	(623,000)	-	-
Bond interest	(196,000)	(177,000)	(158,000)	(138,000)	(118,000)	(97,000)	(74,000)	(50,000)	(27,000)	-	-
Transfer to Capital Reserve	(573,000)	(540,000)	(574,966)	(577,689)	(580,419)	(583,152)	(585,893)	(588,638)	(591,388)	(594,145)	(596,907)
<b>Balance - ending</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>	<b>1,000,000</b>

<b>Capital Reserve</b>											
Balance - beginning	7,909,925	8,647,425	9,407,425	10,249,926	11,008,850	11,677,077	13,877,417	15,953,722	17,901,819	20,717,416	23,046,088
Grants	-	-	-	-	-	-	-	-	-	-	-
Transfer In	2,652,500	2,675,000	2,757,501	2,673,924	2,583,227	2,450,340	2,326,305	2,198,097	3,065,597	2,578,672	2,437,191
Capital	(1,915,000)	(1,915,000)	(1,915,000)	(1,915,000)	(1,915,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)	(250,000)
<b>Balance - ending</b>	<b>8,647,425</b>	<b>9,407,425</b>	<b>10,249,926</b>	<b>11,008,850</b>	<b>11,677,077</b>	<b>13,877,417</b>	<b>15,953,722</b>	<b>17,901,819</b>	<b>20,717,416</b>	<b>23,046,088</b>	<b>25,233,279</b>

<b>TOTAL RESERVE BALANCE</b>	<b>11,590,425</b>	<b>12,503,425</b>	<b>13,365,081</b>	<b>14,142,010</b>	<b>14,829,601</b>	<b>17,063,168</b>	<b>19,173,694</b>	<b>21,157,041</b>	<b>23,008,944</b>	<b>25,375,013</b>	<b>27,600,721</b>
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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, 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. 9.2**

**AGENDA STATEMENT  
BOARD OF DIRECTORS  
MEETING DATE: September 27, 2019**

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

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

**SUBJECT:** Contract with CSI Telecommunications for Technical Services

**RECOMMENDATIONS:**

Adopt Resolution No. 19-XX authorizing the Chair to execute a three year contract with CSI Telecommunications to provide East Bay Regional Communications System Authority (EBRCSA) with technological services, engineering services, and assistance with FCC Licensing. The current contract with CSI has expired.

**SUMMARY/DISCUSSION:**

CSI Telecommunications, Inc. is a team of Consulting Engineers who are subject matter experts in radio communication, microwave system, and radio interference. CSI has assisted EBRCSA in securing Radio Frequencies from the FCC for East Bay Regional Communication System Authority for several years. CSI Engineers have also provided subject matter expertise in the transition to TDMA and other changes to the EBRCSA system. EBRCSA had a one-year contract with CSI and the contract expired on June 30, 2019.

The contract with CSI Telecommunications is for time and materials which would not exceed \$200,000 per Fiscal Year. In the FY 18/19 CSI billed EBRCSA \$56,000.00 for services provided,

The proposed contract includes the following hourly rates for services for each fiscal year:  
FY 2019/2020 - \$215 per hour (current rate)  
FY 2020/2021- \$220 per hour  
FY 2021/2022 - \$225 per hour

A copy of the proposed contract provided by CSI is included as Attachment “A”.

**FISCAL IMPACT:**

The approved EBRCSA Expenditure Detail for FY 2019/2020 includes in the maintenance section \$200,000.00 for CSI services.

The contract with CSI is covered by operating revenue and will not require an increase in the user fees for EBRCSA members.

**COMMITTEE RECOMMENDATION:**

The Finance Committee reviewed the Contract with CSI and recommended that the Board of Directors adopt Resolution No. 19-XX authorizing the Chair to execute a three year contract with CSI to provide specialized Engineering services.

**RECOMMENDED ACTION:**

It is recommended that the Board of Directors of the EBRCSA adopt a adopt Resolution No. 19-XX authorizing the Chair to execute and the Executive Director to implement a three-year contract with CSI not to exceed \$200,000.00 per year. including the annual rates per hour for FY 2019/2020 - \$215 per hour, FY 2020/2021- \$220 per hour, and FY 2021/2022 - \$225 per hour.

Attachments:

Resolution

Attachment “A” – CSI Contract

Attachment “B” - EBRCSA Expenditure Detail FY 2019-2020

**RESOLUTION NO. 19 - XX**

**A RESOLUTION OF THE  
EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY**

\*\*\*\*\*

**AUTHORIZING THE EBRCSA CHAIR TO EXECUTE, AND THE EXECUTIVE  
DIRECTOR TO IMPLEMENT, AN AGREEMENT WITH CSI  
TELECOMMUNICATIONS, INC. FOR RADIO FREQUENCY ENGINEERING AND  
PROJECT CONSULTING**

**WHEREAS**, the East Bay Regional Communications System Authority (“EBRCSA”) P-25 compliant communications system serving Alameda and Contra Costa counties and individual political jurisdictions therein (the “System”); and

**WHEREAS**, the EBRCSA has been working with CSI Telecommunications, Inc. (“CSI”) for several years through a contract between the Contra Costa Department of Information Technology and CSI; and

**WHEREAS**, the EBRCSA has an increased need for CSI’s services as it moves forward with the Time Division Multiple Access and future Microwave upgrades to the System, and therefore desires to contract directly with CSI; and

**WHEREAS**, staff and CSI have negotiated a three year contract on a time-and-materials basis at a \$215 .00 hourly charge for FY 2019/2020, a \$220.00 hourly charge for FY 2020/2021, and a \$225.00 hourly charge for 2021/2022 with a not-to-exceed annual price of \$200,000; and

**WHEREAS**, funds are available for the agreement and will be identified as to specific source; and

**WHEREAS**, the Finance Committee recommends entering into the agreement.

**NOW, THEREFORE, BE IT RESOLVED THAT**, good cause appearing therefor, the Chair of the East Bay Regional Communications System Authority is authorized to execute, and the Executive Director is authorized to take such other and further action as necessary to implement, an agreement with CSI Telecommunications, Inc., in form approved by EBRCSA General Counsel, and in an amount not to exceed \$200,000 per year.

On motion of

**AYES:**

**NOES:**

**ABSTENTIONS:**

**ABSENT:**

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Board Chair

**ATTEST:**

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Caroline P. Soto, Secretary

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: 750 Battery Street, Suite 350, San Francisco, CA 94111

3. **Term.** The effective date of this Contract is June 1, 2019. It terminates on June 30, 2022 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



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 the parties' agreement hereto:

**EAST BAY REGIONAL RADIO COMMUNICATIONS SYSTEM AUTHORITY**

CHAIRMAN, BOARD OF DIRECTORS

By: \_\_\_\_\_

Greg Ahern

**CONTRACTOR**

Name of business entity:

**CSI Telecommunications, Inc.**

By: \_\_\_\_\_

(Signature of individual or officer)

Catherine F. Newman, Corporate Secretary/Treasurer

(Print name and Title)

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:

[Check one alternative only.]

- a. \$ monthly, or
- b. \$ per unit, as defined in the Service Plan, or
- c. \$ after completion of all obligations and conditions herein.
- d. Other: As set forth in Section C (Payment Provisions) of the attached Service Plan.

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 Paragraph 1. (Payment Amounts) above.

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.

Initials: \_\_\_\_\_  
Contractor EBRCSA

- A. **Contractor's Obligations:** During the term of this Contract, Contractor will work with EBRCSA employees, 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.
- 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 \$215.00/hour in FY 2019/2020, \$220.00/hour in FY 2020/2021, and \$225.00/hour in FY 2021/2022. Subject to the Payment Limit, EBRCSA may revise the foregoing payment provisions through an Administrative Amendment to this contract as provided by Section 10(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 incidental expenses such as mileage, copying costs, meals, etc.

Initials:

ContractorEBRCSA

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.

6. **Reporting Requirements.** Pursuant to Government Code section 7550, Contractor must include

Initials: \_\_\_\_\_  
 Contractor                      EBRCSA

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-day 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, subject to any required state or federal approval, provided that such administrative amendment may not increase the Payment Limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.

Initials: \_\_\_\_\_  
Contractor                      EBRCSA

- 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 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,

Initials: \_\_\_\_\_  
 Contractor                      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. Contactor 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.
- 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 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,

Initials: \_\_\_\_\_  
 Contractor                      EBRCSA

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 \$500,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damaged ton 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.
  - c. **Certificate of Insurance.** The Contractor must provide EBRCSA with (a) certificate(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 mails or of other delivery, except that the effective date of notice to EBRCSA is the date 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 of Service Plan expressly provide otherwise.
- 24. Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or

Initials: \_\_\_\_\_  
 Contractor                      EBRCSA



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 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 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

Initials: \_\_\_\_\_  
Contractor                      EBRCSA

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.

Initials: \_\_\_\_\_  
Contractor EBRCSA

**EAST BAY REGIONAL COMMUNICATIONS SYSTEM  
EXPENDITURE DETAIL  
FISCAL YEAR 2019-2020**

<b>OPERATING EXPENSES</b>	<b>FY18-19 Original Budget</b>	<b>FY18-19 Final Budget</b>	<b>FY18-19 Projected</b>	<b>FY19-20 Budget</b>	<b>Change FY19 vs FY20</b>
<b>Administration</b>					
Executive director	225,000	225,000	220,000	225,000	(5,000)
Administrative assistant	40,000	40,000	9,000	40,000	(31,000)
Travel	5,000	5,000	-	5,000	(5,000)
Miscellaneous	10,000	10,000	3,000	10,000	(7,000)
Audit fees	20,000	20,000	13,000	20,000	(7,000)
Insurance	30,000	30,000	24,000	30,000	(6,000)
Legal	20,000	20,000	5,000	20,000	(15,000)
Lease	50,000	55,000	64,000	70,000	(6,000)
Licenses and permits	30,000	30,000	6,000	30,000	(24,000)
Membership fees	10,000	10,000	9,000	10,000	(1,000)
<b>Maintenance</b>					
Service agreement	967,000	967,000	967,000	1,065,000	(98,000)
Software maintenance (SUA II)	939,000	939,000	939,000	962,000	(23,000)
Network administration	250,000	250,000	250,000	260,000	(10,000)
HVAC maintenance	15,000	15,000	25,000	20,000	5,000
Generator maintenance	40,000	57,000	57,000	40,000	17,000
ALCO general maintenance	600,000	600,000	600,000	600,000	-
COCO general maintenance	220,000	220,000	150,000	200,000	(50,000)
CSI telecommunications	200,000	200,000	200,000	200,000	-
Microwave maintenance	115,000	180,000	180,000	180,000	-
Security	11,000	11,000	11,000	11,000	-
Utilities	150,000	150,000	150,000	160,000	(10,000)
Website hosting	4,000	4,000	4,000	4,000	-
<b>Total expenses</b>	<b>3,951,000</b>	<b>4,038,000</b>	<b>3,886,000</b>	<b>4,162,000</b>	<b>(276,000)</b>
<b>CAPITAL EXPENDITURES</b>					
TDMA Upgrade	1,665,000	1,665,000	1,665,000	1,665,000	-
DC Power Upgrade	250,000	250,000	250,000	250,000	-
<b>Total expenditures</b>	<b>1,915,000</b>	<b>1,915,000</b>	<b>1,915,000</b>	<b>1,915,000</b>	-
<b>DEBT SERVICE</b>					
Principal	454,000	454,000	454,000	473,000	(19,000)
Interest	196,000	196,000	196,000	177,000	19,000
<b>Total expenses</b>	<b>650,000</b>	<b>650,000</b>	<b>650,000</b>	<b>650,000</b>	-

1. Motorola service agreement increased due to a new 4 year contract
2. Network administration contract increased
3. TDMA Upgrade Expense is the annual payment for the Change Order approved by the Board of Directors
4. DC Power Upgrade Expense is an annual amount to replace the batteries in various locations