



Silicon Valley Regional Interoperability Authority

REGULAR BOARD MEETING AGENDA: REVISED
MAY 27, 2021, 4:00 PM

Consistent with Governor Newsom’s Executive Orders N-25-20 and N29-20 temporarily suspends certain Brown Act provisions to allow special districts to make meetings accessible electronically, this meeting will only be available to the public via Teleconferencing

**Silicon Valley Regional Interoperability Authority
Board of Directors Meeting**

Topic: SVRIA Board of Directors Meeting

Time: May 27, 2021 04:00 PM Pacific Time (US and Canada)

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1. Call to Order

2. Roll Call

SVRIA Board of Directors

Chair Mike Wasserman Santa Clara County Supervisor	Representing the County of Santa Clara	P / A
Vice Chair Laurie Smith Santa Clara County Sheriff	Representing the County of Santa Clara	P / A
Otto Lee Santa Clara County Supervisor	Alternate – Representing the County of Santa Clara	P / A
Jonathan Weinberg City of Los Altos Council Member	Representing the Northwest Cities of Palo Alto, Mountain View and Los Altos	P / A
Lydia Kou City of Palo Alto Council Member	Alternate – Representing the Northwest Cities of Palo Alto, Mountain View and Los Altos	P / A
Jon Willey City of Cupertino Council Member	Representing SW Cities of Campbell, Cupertino, Monte Sereno, Saratoga, and Los Gatos	P / A
Kitty Moore City of Cupertino Council Member	Alternate - Representing SW Cities of Campbell, Cupertino, Monte Sereno, Saratoga, and Los Gatos	P / A
Lisa Matchak City of Mountain View Council Member	Santa Clara City’s Association Selection	P / A
Matthew Hudes Town of Los Gatos Council Member	Alternate - Santa Clara City’s Association Selection	P / A
Pam Foley City of San Jose Council Member	Representing the City of San Jose	P / A
Chappie Jones City of San Jose Vice Mayor	Representing the City of San Jose	P / A
Sylvia Arenas City of San Jose Council Member	Alternate - Representing the City of San Jose	P / A

Raul Peralez City of San Jose Council Member	Alternate - Representing the City of San Jose	P /A
Peter Leroe-Munoz City of Gilroy Council Member	Representing the South County Cities of Gilroy and Morgan Hill	P /A
Rich Constantine City of Morgan Hill Mayor	Representing VTA	P /A
Richard Bertalan VTA, Chief Information Technology Officer	Representing VTA	P /A
Russ Melton City of Sunnyvale Council Member	Representing the Central Cities of Milpitas, Santa Clara, and Sunnyvale	P /A
Karen Hardy City of Santa Clara Vice Mayor	Alternate - Representing the Central Cities of Milpitas, Santa Clara, and Sunnyvale	P /A

3. Public Comment and Closed Session

- a) At this time, the public is permitted to address the Committee on items within the Committee’s subject matter jurisdiction that do not appear on the agenda. Please limit comments to a maximum of three (3) minutes. If you wish to comment on an item that is on the agenda, please wait until the item is read for consideration.
- b) Closed Session Pursuant to Government Code Section 54957(a), THREAT TO PUBLIC SERVICES OR FACILITIES (Conference with Executive Director and General Counsel)

4. Action on Consent Calendar

- a) Review and Approve Meeting Minutes from the Regular Board Meeting of March 25, 2021.

5. Executive Director Updates

- a) Update on California Department of Justice (CA-DOJ) Encryption Mandate for Law Enforcement – Verbal Report and attached memo dated April 14, 2021, to the Santa Clara County Police Chiefs Association, Public Safety Communication Managers Association of Santa Clara and County Communication Director.
 - SVRIA Law Interoperability Talkgroups transitioning effective May 10, 2021.
 - All Law Enforcement Agencies except for Milpitas have transitioned to encryption on their primary talkgroups. Milpitas is scheduled to transition in August 2021.
- b) Mutual Aid Partner Internal Revenue Service-Criminal Investigations (IRS-CI) – Verbal Report. The Executive Director executed the standard SVRIA Mutual Aid Memorandum of Understanding adding the IRS-CI as a Mutual Aid Partner and only authorizing the use of the SB Law Talkgroups under limited conditions when working or training with SVRIA Member and Participant Agencies.

- c) SVRIA Website Refresh and Security Enhancements – Verbal Report
- d) Cybersecurity and the SVRIA and SVRCS – Verbal Report
- e) Renewal of Professional Service Agreements with Financial/Administrative Assistant – Verbal Report
- f) Form 700 Filing Update – Verbal Report

6. Action Items

- a) Approval of the Second Amendment to Agreement Between the County of Santa Clara and the SVRIA for Services for Technical Support and Administration of SVRIA Communications Systems.
- b) Approval of a Purchase Order in an amount not to exceed \$448,011 to Motorola Solutions Inc. for Site on Wheels project that is substantially funded (\$300,000) by the California Governor’s Office of Emergency Services Public Safety Power Shutoff Grant Program.
- c) Approval of Professional Services Contract for General Counsel Services of Gary Baum

7. Future Items for Discussion

8. Adjournment

ACCOMMODATION: 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 call (408) 277-3394 at least 72 hours in advance of the meeting.

AGENDAS AND OTHER DOCUMENTS: Public Records Pursuant to Government Code Section 54957.5, all public records produced by the Authority relating to an open session item on this agenda that are distributed to a majority of the Working Committee Members and are not exempt from disclosure pursuant to the California Public Records Act and will be available for public inspection at the SVRIA Office, 601 El Camino Real, Santa Clara CA 95050 at the same time that the public records are distributed or made available to the Board of Directors or Working Committee Members and at the meeting location at the time of the Board Working Committee meeting.

PUBLIC COMMENT: Anyone who desires to address the Board or Working Committee on an item appearing on the agenda may do so when public comment is called for on that item. Anyone who desires to address the Board or Working Committee on items not appearing on the agenda but within the subject matter jurisdiction of the Board or Working Committee may do so during the Public Comment item on the Agenda. The Board or Working Committee is unable to take action on or engage in detailed discussion of issues presented during the Public Comment item. Comments by the public should be limited to three (3) minutes.

CONSENT CALENDAR: Consent Calendar items are typically non-controversial in nature and are considered for approval by the Board or Working Committee with one single action.

Members of the audience, Staff or the Board or Working Committee Members who would like an item removed from the Consent Calendar for purposes of discussion may request the Chairperson to remove the item to the regular agenda.

AGENDA ITEM 4a



Silicon Valley Regional Interoperability Authority

DRAFT REGULAR MEETING MINUTES

**Silicon Valley Regional Interoperability Authority
Board of Directors**

**Thursday, March 25, 2021
Teleconference/Zoom Online Meeting**

1. Call to Order

- Chair Wasserman called the meeting to order at 4:03 pm

2. Roll Call

Chair Mike Wasserman Santa Clara County Supervisor	Representing the County of Santa Clara	P / A
Vice Chair Laurie Smith Santa Clara County Sheriff	Representing the County of Santa Clara	P / A
Otto Lee Santa Clara County Supervisor	Alternate – Representing the County of Santa Clara	P / A
Jonathan Weinberg City of Los Altos Council Member	Representing the Northwest Cities of Palo Alto, Mountain View and Los Altos	P / A Arrived at 4:20 pm
Lydia Kou City of Palo Alto Council Member	Alternate – Representing the Northwest Cities of Palo Alto, Mountain View and Los Altos	P / A
Jon Willey City of Cupertino Council Member	Representing SW Cities of Campbell, Cupertino, Monte Sereno, Saratoga, and Los Gatos	P / A
Kitty Moore City of Cupertino Council Member	Alternate - Representing SW Cities of Campbell, Cupertino, Monte	P / A

	Sereno, Saratoga, and Los Gatos	
Lisa Matichak City of Mountain View Council Member	Santa Clara City's Association Selection	P / A
Matthew Hudes Town of Los Gatos Council Member	Alternate - Santa Clara City's Association Selection	P / A
Pam Foley City of San Jose Council Member	Representing the City of San Jose	P / A
Chappie Jones City of San Jose Vice Mayor	Representing the City of San Jose	P / A
Sylvia Arenas City of San Jose Council Member	Alternate - Representing the City of San Jose	P / A
Raul Peralez City of San Jose Council Member	Alternate - Representing the City of San Jose	P / A
Peter Leroe-Munoz City of Gilroy Council Member	Representing the South County Cities of Gilroy and Morgan Hill	P / A
Rich Constantine City of Morgan Hill Mayor	Representing VTA	P / A
Richard Bertalan VTA, Chief Information Technology Officer	Representing VTA	P / A
Russ Melton City of Sunnyvale Council Member	Representing the Central Cities of Milpitas, Santa Clara, and Sunnyvale	P / A
Karen Hardy City of Santa Clara Vice Mayor	Alternate - Representing the Central Cities of Milpitas, Santa Clara, and Sunnyvale	P / A

➤ **11 Directors Present. There is a quorum for the meeting.**

3. Oath of Office for New Board Members

➤ **Vice Chair Smith administered the Oath of Office to Alternate Director Kou, Council Member from the City of Palo Alto representing the Northwest Cities of Palo Alto, Mountain View and Los Altos.**

4. Public Comment

At this time, the public is permitted to address the Committee on items within the Committee's subject matter jurisdiction that do not appear on the agenda. Please limit comments to a

maximum of three (3) minutes. If you wish to comment on an item that is on the agenda, please wait until the item is read for consideration.

- Carl Taylor, representing the Uvas Volunteer Fire Department in South County: Here to listen to the item on the agenda discussing volunteer fire departments and how they fit into this radio scheme, and here to educate himself how his tax dollars are being spent.

5. Action on Consent Calendar

a. Approval of the Minutes of the January 28, 2020 Board Meeting

- Motion to approve: Director Leroe-Munoz, Second: Director Foley. 11 Aye, 0 No. Motion carries.

6. Executive Director's Report

a. Update on the Internal Revenue Service-Criminal Investigation's (IRS-CI) request to join the SVRIA

- The IRS-CI is going to be coming on the SVRCS as a mutual aid partner, much like the FBI, the Coast Guard, the U.S. Marshals, CHP, CalFire. It's a better solution for them given their broad area that they cover. We had to work out a few of the technical things behind the scenes to make sure that our recorders logged all of their radio transmissions. The security features are the same. SVRIA and the IRS-CI are circulating the MOU that allows them to use the interoperability talk groups and we should have resolution with them and bring them onto the system.
- The only time that they would use the radio system is when they're working or training with our members or participants. A positive outcome that I'm pleased to report to you.

b. Update on California Department of Justice (CA-DOJ) Encryption Mandate for Law Enforcement

- Additional Law Enforcement Agencies have transitioned to encryption on their primary talkgroups
- Plan for the SVRIA Law Interoperability Talkgroups
- Since the Board last met, we've had two additional cities transition to encryption on their law enforcement primary talk groups. The cities are Los Altos and Mountain View. There are only two cities left in the system that are not encrypted, the City of Santa Clara and the City of Milpitas. We are working closely with both of those agencies and I would expect one will be encrypted by the time we get back together for our next meeting in May.
- That leaves just a handful of unencrypted law enforcement talk groups, primarily the interoperability talkgroups. There's a great deal of coordination that has to go into transitioning the interoperability talkgroups because all agencies have access to them. We believe that we will start to encrypt those talkgroups on or about May 1st. It's going to take about 90 days to update all of the radios that would utilize those talkgroups. We are currently working out a backup communication plan and we have other talkgroups that are available. But it's the ones that the law enforcement agencies typically would go to when they're doing mutual aid across county lines where we would really need that interoperability. This includes across city lines but within our county.

- We need to make sure that the plan has been communicated to all agencies including dispatch managers, police chiefs, as well as field personnel.
- We are on schedule with the commitment that we have made to State and Federal DOJ to be encrypted by the end of calendar year 2021.

c. Radio system interference

- There has been some system interference. One was related to a commercial burglary in the San Jose area near the airport. Officers found a jamming device and it was taken into evidence. Law and technical personnel have been able to evaluate it. The jammers are not available in the United States, and likely purchased in foreign countries and then illegally shipped into the USA. The jammers interrupt a range of frequencies, including commercial 5G, which would be a cellphone type frequency as well as frequencies that are in SVRIA's range.
- Technical staff have been able to test the jammer and it disrupts communication in a small radius, approximately 80 to 100 feet. We have communicated this to the dispatch managers and field personnel. If they have a situation where they experience interference, to note the date and the time so we can track the event.
- We're also working on some interference issues related to solar panels and some of the larger solar panel installations. If the solar project is not installed properly, it can create interference as the panels are generating their power. We've partnered with County Communications and invested a small amount of money, about \$15,000 on more advanced testing equipment that can determine if interference is being generated by solar panels.
- If it becomes a larger issue county wide, we are currently working on a plan where we would go back to the planning directors and to make sure that the solar installations are being inspected for a certain type of equipment that keeps the interference from occurring. But right now, it's been a few isolated cases. We had an area in Morgan Hill as well as Cupertino. We also had a solar installer in the Los Altos area approach us and let know about their installation and a concern it may create interference. We tested the installation and there was not any interference in Los Altos as of yet.

d. Update on volunteer fire agencies and the SVRIA

- Since our last meeting, Executive Director Nickel has had three meetings with staff at County Communications. One meeting was to the number of volunteer fire agencies in the county who use the SVRCS. And the second meeting was to understand the best technology available for Mr. Taylor and his organization.
- One example is the Spring Valley Volunteer Fire Agency s in the East part of the county, in the hills above Milpitas and San Jose. They are on the system and have been so for two to three years. They cover 200 square miles of area, and they provide a great deal of mutual aid and backup coverage to the agencies on the Eastern part of the county. They are also under contract with CalFire to provide backup fire station coverage when the CalFire stations are vacant due to large fire commitments.
- The Spring Valley Volunteer Fire Department is an active organization county-wide and so they've been on the system. The Chair of the Working Committee, Heather Plamondon, and County Communications Director. I did reach out to Mr. Taylor I

believe last week or the week before. Mr. Taylor did attend the Working Committee meeting and County Communications is working with Mr. Taylor to try to find a best solution for their radio needs in the area that are also... I know we have a tower there and I wasn't here when that tower was placed. And we don't have great reception in some of his areas and because the Uvas volunteers are dispatched by CalFire, which is still on the VHF frequencies, we think there may be another solution for them that does not bring them into the P25 technology under the SVRIA systems. We are working to try to find the best technology and cost solution for them.

e. SVRIA System Performance Reporting

- The next item to share is the system performance reporting. An example of a high level chart that the Directors can review and see how this system is being utilized. One of the things to keep in mind is that we have the bigger users who are using a bigger chunk of the system and as we get into the budget, we'll talk about how that is allocated for. But as you see the larger users are using the system. We still have capacity on the system.
- The really interesting number to draw to your attention is the number of times that somebody has pushed to talk, and that's 1.9 million time per month. It's a testament to the capacity and reliability of the system that 24/7/365, we're doing almost two million transactions a month where somebody in the field or in a dispatch center is keying up a microphone to speak.

Chair Wasserman: Just so I'm clear, that's 65,000 a day?

Director Nickel: That is correct.

Chair Wasserman: Yeah. Wow

Director Nickel: It's amazing to think that the system is being utilized and it's being utilized quite effectively and quite frequently.

f. New Board Member Orientation

- General Counsel Gary Baum and I conducted two separate new board member orientations and now that we have Director Kou on board, we will schedule an additional orientation for her and any others who would like to attend. They last about one hour. Staff really appreciates those of you attending and asking thoughtful questions. I think one of the questions that was asked in the second session was, "How can I as a Director help you better?" And I was thrilled to answer that question with one statement, "Educate yourself about the SVRA." The system and issues we discuss can be technical, and we appreciate the Directors educating yourselves and we're happy to provide those orientations to you.

g. Form 700 Reminders

- Executive Director Nickel reminder the Board to complete and turn in their Form 700 filing. There are a few members who still need to file. All Board and Alternates must file. Filing can be done electronically or by mailing the completed form to the SVRIA business address.

Director Melton with a comment and question:

- Comment: With regards to the IRS Investigative Division; I really cannot imagine a better outcome than how elegantly you orchestrated all of that. And to hear that they're going to be hopping onboard as a mutual aid member for when we are doing their business with them in Santa Clara County, I think it's just fantastic. So, tip of the cap on that one, Eric.
- Question: About halfway through your report, you were talking about a volunteer fire department that was using SVRCS and I think you meant that that was as a mutual aid member. Did I track all of that correctly?

The radios that are provided to the Spring Valley Volunteers are coming from Santa Clara County Fire Department. And the reason for that is the amount of mutual aid that Spring Valley runs with fire agencies and that they are picking up part of a coverage area that's typically in Santa Clara County. Spring Valley portable count is included in County Fire, which is a subsection in the overall count of Santa Clara County.

Public Comment: Carl Taylor of the Uvas Volunteers: I had a long conversation with Ms. Plamondon about what to do and I'm waiting to hear back from her. I guess she's out on vacation. We will press forward and get some answers to some questions and I think it'll all work out just fine.

7. Action Items

- a. Review and Adopt SVRIA Fiscal Year 2021/2022 Proposed Budget of \$4,711,876
 - Budget Overview Presentation by Executive Director Nickel with a PowerPoint on the FY2021/22 Budget.
 - Adopting the Budget is one of the most important tasks the Board will do each year. Some background, the Joint Powers Agreement requires the budget to be reviewed by the working committee and approved by the board before March 31st. And the reason we go early is because all of our revenue comes from other government agencies who are all currently going through their budget process right now. We are trying to let them know what their commitments would be to SVRIA, as they're preparing their budgets for next fiscal year.
 - This budget was presented and reviewed by the Working Committee on March 8th, and the Working Committee voted unanimously to recommend the budget to the Board of Directors.
 - Some highlights from last fiscal year, the system build-out was completed. All members and participating agencies are on the system with exception of one small fire district, which is South County Fire. They account, as you'll see in the count below, less than 50 radios. And we believe that they are going to be on by the time we meet again in May. We're working with them very closely on the technical aspects and getting their radios appropriately programmed. They still continue to pay for the system, and we want to get them on as soon as possible. Your board established an asset replacement funding plan that was voted and approved on back in June of last year. That also was included in your budget packet and we went through a Director transition. Denise transitioned out and I transitioned in. The board established last

- year an asset replacement funding plan as reflected in the budget with an extra \$100,000 added into the reserves.
- This budget is sensitive to the fiscal constraints of our members and participant agencies. Having been a local government Fire Chief for eight years and going through the ups and downs of the economy and fire contracts, I am sensitive to what belt tightening looks like. And having gone through the first nine or 10 months of the economic shutdown related to Covid-19, I am sensitive to that and proposing a budget that is reflective to that. You're going to see, for the most part, a status quo budget.
 - Roughly three quarters of our budget is committed to long-term service agreement contracts for Aviat, Motorola and our partners at County Communication.
 - Your board has, particularly with the new Executive Director, is focused on strategic planning for the future. Specifically, how we pay for future system enhancements and maintenance. For example, Motorola has delivered numerous proposals for equipment that has large dollar figures attached to them. We know we are going to need some of these capital items in three or four years. In a separate planning meeting we could say, "Look, we know we're going to need this equipment that costs us a million dollars three years from now. Let's put that down as well as talk about our future opportunities, perhaps things around data and the EComm system from a strategic perspective."
 - Propose a nominal amount to begin training curriculum development for our dispatchers and our end users.
 - Money included in this budget to purchase a system for Motorola called CirrusCentral, that will allow us to monitor, measure and manage all the system performance down to a very granular level. We will take some of the workload off of our existing staff, primarily Chris Collins, who has to produce reports for the system, this gives that capability to the individual users that they can look at their radios on their system and figure out when and how they're being used and find ways to actually make the system more efficient.
 - Challenges for the future include putting together a strategic plan, in particular the future capital expenditures as the equipment in the system needs replacing.
 - Proposed budget of \$4,711,876 of that additional agency consoles that were purchased after their system was originally designed, and that doesn't impact all members, just the agencies that purchased the additional consoles. It's about \$135,000 of that. So, the increase that applies to all members of the system is roughly \$167,000.
 - What's driving this increase? The biggest item is the board had approved asset replacement reserve program adopted in June of last year. As mentioned earlier, our long-term service and maintenance contracts have annual increases built into them, and that is 71% of SVRIAs total. We also doubled the cost of insurance. The insurance had been about \$85,000, and it's now about \$160,000. We were under-insured, and all of the assets owned by SVRIA are now adequately covered.
 - The performance measurement and management system, CirrusCentral is approximately \$86,000.
 - We're reallocating some existing budget for consultants and that total budget is less than the amended budget was for this current fiscal year. What that means is that the existing staff or consultants, which is me and Diane Stambaugh will be picking up a

- little bit more of the workload. We're using technology to create meeting transcripts, so we don't need to pay somebody to take minutes in this meeting
- Propose allocating some consulting money to a training specialist. It doesn't have to be somebody who is a specialist in developing technical things around the radio systems. We have a great team here, we have the public safety chiefs and managers, we have the technical staff, the radio shop folks, but what is needed is somebody who can put together a training curriculum, and training program.
 - Envision a training cadre from our member and participant agencies from fire, and law, dispatchers, and the VTA, who maybe have some technical expertise in the system, but also enjoy sharing or teaching that knowledge of how to best use the system. I also envision a series of just-in-time videos that could be shown at a tailgate briefing, a staff meeting that would take five to 10 minutes on basic features of the system.
 - We're reducing professional and specialized services; those are the services that we pay for the executive director. Some of the other consultants that have been brought on before that budget has been reduced, we've reduced the office budget, expense budget and we've eliminated travel.
 - We build the budget by user count. The user count of radios is what drives what everyone's individual budget.
 - Agency assessments are in Attachment B.

Director Melton with a comment: I'm perfectly fine with the budget as you've mentioned it. I would like to express my strategic view for SVRIA. Not just for the coming year, but for the coming decade, or whatever lengthy period of time you want to look at it. The backdrop is, Under Chair Wasserman's leadership, we've accomplished this incredible thing. \$15 million over the last decade to build the SVRCS, which I think is real crown jewel of Silicon Valley, of Santa Clara County, and it must be maintained. It must be protected against things that can go wrong, whether intentional or natural catastrophes. We just have to be ready over the decades and so the system has to be nurtured and it has to be loved and it has to be taken care of. And we always say, we have to be ready for the major events and some examples would be: Superbowl 50, would be the Gilroy Garlic Festival shooting, those are the big things that we have to be ready for. At some point, Eric, I'd like to see a 10 year plan or a 20 year plan for what assets are going to depreciate, end of life, how much money are we going to need so that 20 years from now we're not in a scramble to patch up the system. My goal would be that the system has been well maintained and is as robust as it can be 20 years from now. That is where my mind frame is at when I think about strategic budget. And thank you for letting me speak.

Chair Wasserman with a comment: Thank you. It certainly speaks to strategic focus and of course, replacements, replacements, replacements. And I believe Eric's got some areas in the budget as far as depreciation, annual funding that goes into a replacement account. I know we did that with a couple previous Directors.

Director Kou with a question: Please help me understand the site leases as part of the operating expense. I noticed that it's only for this fiscal year. In the past, there wasn't any. General Counsel Baum replied that the site in Los Gatos is owned by Crown Castle, so we

pay a portion of the tower space. Otherwise, we have no major outstanding leases and that has been a board policy and I will explain to you the one lease we had that we no longer have when we do your new board member orientation.

- Motion to approve by Director Constantine. Second by Director Leroe-Munoz on the three recommendations in the staff report. Ayes: 11, No 0. Motion Carries. Alternate Director Kou also voted Aye for the record but is not included in the total count as Director Weinberg arrived and voted Aye.

- b. Authorization to Accept Grant of \$300,000 and Enter Agreement with the California Office of Emergency Services Community Power Resiliency Program
 - SVRIA did receive the Public Safety Power Shutoff Grant from Cal OES. We submitted for the full \$300,000 and were awarded the \$300,000 if we choose to accept the grant. The plan for the grant was presented verbally to the board in October.
 - Executive Director Nickel brought to the Board's attention that there are two challenges with the grant. The biggest challenge to share with the Board is a very tight time frame to complete this project. It has to be completed by October 31, 2021 unless an extension is granted, that is not a lot of time. And because what we are proposing is enhancing the existing trailer that we had used for Super Bowl 50, the trailer's radio equipment needs to be updated.
 - The proposed use of the trailer would be when the power is shut off in the county. We could set up a site and run it, even though all of our sites have fuel and generator backup. If we had a site go down for any reason, or if we needed it for another large event, say like the Super Bowl, we can move the trailer to the location, set it up, and it would be an additional tower site.
 - And the fact that the state is paying for a large portion of the enhancements is great. Additionally, we use Motorola equipment, and we are determining if it would be a sole source procurement, which means we have to obtain approval to do so. CalOES has a sole source approval process.
 - Staff is not proposing any new, additional budget. We do anticipate a budget carryover of somewhere between \$150,000 and \$200,000 in this current fiscal budget. From previous Board policy, carryover funds would go into the Operating Reserve. Staff is not asking for any new dollars for our match once we have all of the items priced out. Staff does want the Board to be aware of the cost items and is seeking Board approval to accept this grant.
 - When staff comes back at the May meeting, and if it appears that these hurdles are too onerous to overcome in this tight time frame, I will certainly advise and SVRIA wouldn't be out any money at that point.

Chair Wasserman with a comment: Thank you for specifying the strings that are attached. That could be problematic sometimes, so I appreciate your alerting us to that. The county had funds awarded to it from the state for the new jail, and the strings were so severe, we turned down the money. And it was a lot of money.

Director Nickel: Well, we're incredibly fortunate with SVRIA staff member Diane Stambaugh as she did grant management for her career with the County Sheriff's office and

County OES. All credit goes to her for her attention to details and informing us about the strings. I want to make sure that we recognize Diane here, she's in the meeting, as well.

Vice Chair Smith with a comment: Having worked with Diane, I completely agree with the assessment and acknowledgement.

➤ Motion to approve Director Jones. Second by Director Constantine. Ayes: 11, No 0. Motion Carries. Alternate Director Kou also voted Aye for the record but is not included in the total count as Director Weinberg arrived and voted Aye.

8. Future Agenda Items

9. Board Comments

➤ Chair Wasserman: Hoping to hold the meetings in-person sometime soon.

10. Adjournment (Next Meeting May 27, 2021)

➤ Chair Wasserman adjourned the meeting at 4:49 pm

AGENDA ITEM 5a: Encryption Update (Verbal Report and attached memo dated April 14, 2021, to the Santa Clara County Police Chiefs Association, Public Safety Communication Managers Association of Santa Clara, and County Communication Director)



Silicon Valley Regional Interoperability Authority

DATE: April 14, 2021

TO: Phan Ngo, President, Santa Clara County Police Chiefs Association
Trisha Adcock, President, Public Safety Communications Managers Association of Santa Clara County
Heather Plamondon, Chair, SVRIA Working Committee
Chris Collins, Senior Communications Systems Technician, 911 Communications Department, County of Santa Clara

CC: Law Enforcement Chiefs, Santa Clara County
Public Safety Dispatch Managers, Santa Clara County
Michael Gokey, Division Director, Technical Services 911 Communications Department, County of Santa Clara
Andy Smith, SVRIA Fleetmapping Subcommittee Chair

FROM: Eric Nickel, SVRIA Executive Director 

SUBJECT: **Notice of Encryption Transition of South Bay Law Interoperability Talkgroups beginning at 0700 hours on May 10, 2021**

Executive Summary

- 1) On May 10, 2021, technical staff of SVRIA member and participant agencies will begin radio encryption programming that will affect some South Bay Law (SB Law) Talkgroups.
- 2) Programming is expected to take approximately 90 days (mid-August).
- 3) SB Law Talkgroups 1 to 6 and 9 to 14 will be temporarily shut down.
- 4) SB Law Talkgroups 7, 8, 15 and 16 are not impacted and will remain available for emergency, planned event, and training uses. These Talkgroups are already encrypted.
- 5) Additional non-encrypted Interoperability Talkgroups are available including:
 - a. SB INTEROP 1 to 5
 - b. SB EMS 1, 2
 - c. SB PW 1, 2
 - d. SB LG 1, 2

Encryption programming is being done to comply with the California Department of Justice (DOJ) Informational Bulletin 20-09-CJIS, and to meet SVRIA's Interoperable Talkgroup deadline of December 31, 2021.

Background

The October 12, 2020 DOJ Informational Bulletin 20-09-CJIS mandated law enforcement agencies using the California Law Enforcement Telecommunications System (CLETS) to provide a plan to protect Personally Identifiable Information. SVRIA set a deadline of December 31, 2021 for SB Law Interoperable Talkgroups and recommended a similar deadline for member and participant agencies.

In order to program the radios to support encryption, several SB Law Talkgroups will be temporarily taken offline. Technical staff are recommending 90 days to complete radio programming.

While several SB Law Talkgroups will be temporarily offline, four encrypted interoperable SB Law Talkgroups remain available for emergency and planned uses. In reviewing usage of the SB Law Talkgroups, there are few situations where more than four interoperable law talkgroups were needed. In addition, several non-encrypted talkgroups are available to law enforcement including SB INTEROP, SB EMS, SB PW, and SB LG. To reserve talkgroups, please use the SVRIA online reservation system at <http://ors.svria.org>.

This temporary communications plan has been discussed and planned with the public safety dispatch managers, technical staff, individual law enforcement executives, and the SVRIA Executive Director.

The goal of the JPA is to enhance radio interoperability while member agencies complete the technical radio programming to support encryption. The purpose of the SVRIA is to enhance and improve communications, data sharing and other technology systems for the protection of the public, to enhance public safety, and to facilitate local and regional cooperative efforts. It is the policy of the SVRIA to comply with all federal, and state legal rules, regulations, and mandates.

Additional notice will be provided 72 and 24 hours in advance of the SB Law Talkgroup shut down.

Please let me know if you have any questions.


AGENDA ITEM 6a



Silicon Valley Regional Interoperability Authority

**Silicon Valley Regional Interoperability Authority
Board of Directors
May 27, 2021**

TO: Board of Directors
Silicon Valley Regional Interoperability Authority (SVRIA)

FROM: Eric Nickel, Executive Director 
Silicon Valley Regional Interoperability Authority (SVRIA)

SUBJECT: Second Amendment to Agreement Between the County of Santa Clara and SVRIA for Services for Technical Support and Administration of SVRIA Communications Systems from July 1, 2021 to June 30, 2023.

RECOMMENDATIONS:

Approve the Second Amendment Agreement with Santa Clara County Communications for continued technical support and administration of SVRIA communications systems and assets.

SUMMARY/DISCUSSION:

At the May 10 SVRIA Working Committee (WC) Meeting, the WC unanimously recommended that the Board approve the Second Amendment Agreement with Santa Clara County Communications.

The Silicon Valley Regional Communications Systems (SVRCS) has been well-served under the current agreement with Santa Clara County Communications. SVRIA continues to work with our local partners to identify the most efficient and cost-effective manner to provide support and administrative services to the radio and microwave infrastructure for the SVRCS.

The Santa Clara County Communications Technical Services Division has provided field services for the last three years. The field technicians consistently exceed performance expectations servicing the equipment and providing guidance as the system was completed and upgraded.

There are many skilled County technicians who maintain and repair components of the SVRCS. The ability to utilize their skills to work on the infrastructure that is deployed in support of our Member and Participant Agencies is a significant benefit to the System. Response times are short as most technicians live in the area. All technicians have obtained the appropriate security clearance, and all are familiar with the sites.

In addition to providing technical support to SVRIA, the agreement also includes maintaining the regional cache of radios, managing the BayMACS Interoperability Channel, maintaining the Site on Wheels Trailer, and maintaining the SVRIA Infrastructure Assets Management System. This one-stop support provider allows us to efficiently service, consistently maintain, and account for SVRIA's multi-dollar investment.

The nominal increase is due to cost adjustments from labor, benefits, and equipment costs. Under Proposition 218, the County of Santa Clara cannot make a profit on this agreement. The revenues derived must not exceed the costs to provide the service, and revenues derived from the agreement must not be used for any other purpose.

SVRIA's General Counsel has reviewed the amendment update and has approved it as to form.

If approved, the County Board of Supervisors must also authorize the County's participation in the agreement. It is scheduled to be heard by the Board of Supervisors on June 8, 2021.

FISCAL IMPACT:

The approved FY21/22 Budget includes funding for the Maintenance Services Agreement.

ATTACHMENTS:

- A. Copy of the Second Amendment to Agreement for Technical Support and Administration of SVRIA Communications Systems between SVRIA and Santa Clara County Communications

AGENDA ITEM 6a: Attachment A

DocuSign Envelope ID: 1F68512D-305C-4BBA-892A-0541070BEFD9

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY
FOR SERVICES FOR TECHNICAL SUPPORT AND ADMINISTRATION OF SVRIA
COMMUNICATIONS SYSTEMS**

This is the Second Amendment to the Agreement between the County of Santa Clara (COUNTY) and Silicon Valley Regional Interoperability Authority (SVRIA) for services for technical support and administration of SVRIA Communications Systems executed on July 1, 2018.

This Agreement is amended as follows effective July 1, 2021.

1. The term of contract is amended to begin on July 1, 2018 and expire on June 30, 2023.
2. Paragraph 8.4.2 is revised to read:

“8.4.2 Services will be billed monthly on a time and materials basis, with an hourly breakdown and recap if there is a field deployment. Rates for technician services and engineering services will be updated each fiscal year. The following rates will be effective for fiscal year 2021/2022:

	<u>Regular Rate</u>	<u>Overtime Rate*</u>
Technician Services	\$166.00 / hr	\$249.00 / hr
Communications Systems Technician		
Assoc Comm Systems Technician		
Senior Comm Systems Technician		
Engineering Services	\$211.00 / hr	\$316.50 / hr
Communications Engineer		
Comm Engineering Manager		

*Overtime Rate: There will be a minimum charge of 4 hours at the overtime rate when staff must respond after regular work hours. As defined in Exhibit C, overtime applies to service outside the normal business hours of Monday – Friday, 7:00 a.m. to 3:30 p.m.”

3. Exhibit A – List of Existing SVRIA/SVRCS Equipment & Systems is removed and replaced in its entirety by the attached Exhibit A – List of Existing SVRIA/SVRCS Equipment and Systems, dated April 7, 2021.

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- 4. All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

SIGNATURES

COUNTY OF SANTA CLARA:

SILICON VALLEY REGIONAL
INTEROPERABILITY AUTHORITY

 Mike Wasserman, President Date
 Board of Supervisors

 Peter Leroe-Munoz, Acting Chair Date
 Board of Directors SVRIA

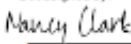
Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

ATTEST:

 Megan Doyle
 Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM:

DocuSigned by


 Nancy Clark, Deputy County Counsel

 Gary M. Baum, General Counsel

Attachment: Exhibit A – List of Existing SVRIA/SVRCS Equipment & Systems, dated April 7, 2021

Exhibit A

List of Existing SVRIA/SVRCS Equipment & Systems

Service Items	Product / Quantity
ECOMM Technical support: 24x7x365. Field Services	(18) TRuepoint 5200 in service. (26) TRuepoint 5200 spares. (130) Eclipse (IRU600) (79) Eclipse (INUe) (2) Eclipse (NTU) (2) Cisco Router 3750. (39) Cisco Adaptive Security Appliances (ASA 5540, 5510, 5520). (18) Cisco 3560 POE switches for VoIP Network. (31) Cisco ASR-903 Routers. (45) Zhone IMACS Channel Banks. (39) Emerson Chargers. (2) Sageon Chargers. (35) TRAK GPS. (40) Andrew Dehydrators. (81) Andrew Waveguide and antenna (dish).
Cache Radio Maintenance	(98) Radios: Motorola APX 7000
BayMACS	Corrective and Preventative Maintenance and equipment repair or replacement
TransMAC Trailer	Corrective and Preventative Maintenance and equipment repair
Technical and Engineering Support	FCC coordination, system design consultation, project management


AGENDA ITEM 6b



Silicon Valley Regional Interoperability Authority

**Silicon Valley Regional Interoperability Authority
Board of Directors
May 27, 2021**

TO: Board of Directors
Silicon Valley Regional Interoperability Authority (SVRIA)

FROM: Eric Nickel, Executive Director 
Silicon Valley Regional Interoperability Authority (SVRIA)

SUBJECT: Approval of a Purchase Order in an amount not to exceed \$448,011 to Motorola Solutions Inc. for Site on Wheels project that is substantially funded by the California Governor's Office of Emergency Services Public Safety Power Shutoff Grant Program.

RECOMMENDATIONS:

That the Board of Directors approve authorizing the Executive Director to sign a purchase order with Motorola Solutions, Inc. for radio equipment, infrastructure, and a one-year warranty for the Site on Wheels (SOW) Project in an amount not to exceed \$448,011.

SUMMARY/DISCUSSION:

At the May 10 SVRIA Working Committee (WC) Meeting, the WC unanimously recommended that the Board approve the Purchase Order in an amount not to exceed \$448,011 to Motorola Solutions Inc. for Site on Wheels project.

The State of California established a grant program for state, local, and special district government agencies to mitigate utility-initiated power shutoffs, also known as Public Safety Power Shutoffs (PSPS) due to extreme fire weather events. On October 9, 2020, the State allocated \$20 million to California special districts as part of a grant program administered by the California Governor's Office of Emergency Services (CalOES).

The Community Power Resiliency Allocation to Special Districts Program supports special districts with additional preparedness measures. California special districts that have an identified critical facility or facilities, or provide critical infrastructure, pursuant

to the de-energization guidelines adopted by the California Public Utilities Commission are the only eligible agencies.

Several Silicon Valley Regional Communications System (SVRCS) sites have gone without power during winter storm events or PSPS. In the winter of 2018-2019 one SVRCS site was on generator power for over two months due to a commercial power outage.

The County has experienced several PSPS events since July 1, 2019:

- 1) October 9-12, 2019, a PSPS outage of 66 hours affected 34,600 customer accounts (86,500 individuals).
- 2) October 26-28, 2019, a PSPS outage of 94 hours affected 25,300 customer accounts (63,250 individuals).
- 3) October 14-16, 2020, a PSPS outage of 48 hours affected 2,200 customer accounts.
- 4) October 25-28, 2020, a PSPS outage of 60 hours, affected 4,182 customer accounts.

In 2020, SVRIA began improving its Continuity of Operations and Disaster Planning. The SVRIA Emergency Response and Recovery Plan was originally developed by staff over 10 years ago. A major revision, partly due to the increase in PSPS events, is nearly completed. The Plan outlines specific measures for Authority management notification, determination of emergency actions, activation of the Emergency Management Team, Department Emergency Operations Center, and Technical resources in the event of a planned or unplanned widespread power outage event.

The SOW is designed to be deployed during emergencies and disasters such as a power outage caused by a PSPS to support a system site outage. The SOW is also available as a regional resource to support other radio systems in the San Francisco Bay Area Region.

SVRIA applied for the maximum grant award of \$300,000. Two days after the last Working Committee Meeting of March 10, 2021, SVRIA received the award notice on March 12 (Attachment A). Since receipt of the notice, SVRIA staff have:

- 1) On March 27, 2021, obtained Board of Directors approval to enter into agreement with CalOES for the grant program.
- 2) Completed discussions with Motorola staff on the proposal and the ability to deliver the equipment and complete the project by CalOES's October 31, 2021, deadline.
- 3) Clarified sole-source procurement with CalOES. We must follow SVRIA's procurement guidelines. SVRIA does meet the procurement guidelines because of the recent eight-year equipment pricing agreement with Motorola that the SVRIA Board approved on June 3, 2020. The prices on this agreement were based on competitively bid and awarded contract from another area that SVRIA could piggy-back upon the terms.

- 4) Initiated application and received authorization to operate from the Federal Communications Commission (FCC). This allows SVRIA to operate the radio frequencies in the SOW. SVRIA received authorization on May 18, 2021.
- 5) Received the \$300,000 check from CalOES.

CalOES set October 31, 2021, as the deadline for completing the grant project. This compressed timeframe posed a significant challenge and SVRIA, County Communications and Motorola staffs have all been working rapidly to meet the target. On May 4, 2021, CalOES informed grant awardees that the project completion deadline had been extended to March 21, 2022. This five-month extension is helpful and will allow for a more orderly and thoughtful procurement and buildout process. CalOES is requiring a project update by November 30, 2021.

FISCAL IMPACT:

The CalOES Grant funds \$300,000 of the \$448,011 proposal. It is recommended that anticipated carryover balance from the current FY2020/21 Budget cover the remaining \$148,011. While we don't know the exact amount, we are anticipating approximately \$150,000 to \$200,000 in remaining funds.

The project costs include:

Equipment	\$ 281,201
Implementation Services	\$ 199,018
Incentive if ordered before June 1, 2021	<u>(\$ 58,219)</u>
Sub-Total	\$ 422,000
Sales Tax	\$ 26,011
Grand Total	<u>\$ 448,011</u>

The project costs do not include post warranty maintenance or the System Upgrade Assurance (SUA) Program. It is recommended that these two be included in future annual budgets. The total cost for both beginning in FY22/23 is \$22,111. Staff will update the warranty and SUA future budgets accordingly, so the SOW is maintained and upgraded like the rest of the SVRCS.

ATTACHMENTS:

- A. Notification of Subrecipient Allocation Letter from CalOES, dated March 12, 2021.
- B. Motorola SVRIA ASTRO25 Express Site on Wheels Proposal, dated January 25, 2021.
- C. Email from CalOES extending the program completion deadline to March 31, 2022.

AGENDA ITEM 6b: Attachment A

GAVIN NEWSOM
GOVERNOR



MARK S. GHILARDUCCI
DIRECTOR

March 12, 2021

Denise Sellers
Executive Director
Silicon Valley Regional Interoperability Authority (SVRIA)
601 El Camino Real
Santa Clara, CA 95050-4307

SUBJECT: NOTIFICATION OF SUBRECIPIENT ALLOCATION
Fiscal Year (FY) 2020 Community Power Resiliency Allocation to
Special Districts Program
Period of Performance: July 1, 2020, to October 31, 2021

Dear Ms. Sellers:

The California Governor's Office of Emergency Services (Cal OES) approved your FY 2020-21 Community Power Resiliency allocation in the amount of \$300,000. Eligible activities under this allocation are limited to:

- Equipment-
Funds may be used for the procurement of:
 - Generators and generator connections for essential facilities, with an emphasis on clean energy and green solutions where possible or other alternative backup power sources;
 - Generator fuel and fuel storage;
 - Redundant emergency communications (e.g., battery-powered radios);
 - Portable vehicle-mounted charging stations;
 - Portable battery-powered and rechargeable radio repeater and transmission equipment.



3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8859 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov

- Plans-
Funds may be used for the development/update of:
 - Continuity plans;
 - Contingency plans for electrical disruptions that include considerations such as protecting individuals with access and functional needs, medical baseline and socially vulnerable populations, transportation, emergency public information, and preservation of essential functions;
 - Risk assessments for critical infrastructure and lifelines;
 - Post-event reports that identify lessons learned and corrective actions.
- Public education materials or supplies focused on individual family preparedness for electric disruptions.
- One-time costs associated with identifying and equipping resource centers for the public to access during electrical disruptions.

The following activities are **not allowed**:

- These funds shall not be used to secure, compensate, or backfill professional services contracts.
- Response costs associated with electric disruption events including any staffing or new positions, Emergency Operations Center staffing, security, law or fire response, or other overtime charges.

All activities funded with this allocation must be completed within the Grant Subaward period of performance. Additionally, the Subrecipient is subject to the following requirements:

- As a condition of receiving funding, special districts are encouraged to collaborate with their county to support critical infrastructure and resiliency with a particular focus on public safety, vulnerable communities, and individuals with access and functional needs.
- Must ensure they and their principals are not presently debarred, suspended, proposed for debarment, or declared ineligible.
- Must provide a Progress Report on the expenditures of the funds. The Progress Report is due no later than **November 30, 2021**. This Progress Report shall identify how the funds have been used, including identifying each project or activity undertaken, local entity that undertook the project or activity, the amount of funding provided to the project or activity, and a description of each project or activity. The report shall also identify the specific outcomes achieved by each project or activity.

including whether the project or activity was completed and whether it was used during power outages.

- Must coordinate with their city or county planning agency to ensure that the project is in compliance with the California Environmental Quality Act (CEQA) Public Resource Code, Section 21000 et seq.
- Comply with the California Public Records Act, Government Code Section 6250 et seq.
- Must procure goods and services in compliance with applicable state and local laws, ordinances, rules, regulations, and policies.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____
Signature of Authorized Agent: _____
Printed Name of Authorized Agent: _____
Title: _____ Date: _____

Your dated signature and above fillable information is required on this Notification of Subrecipient Allocation. Please sign and return requested information to PSPS@CalOES.ca.gov within 20 calendar days upon receipt and keep a copy for your records. For further assistance, please email Cindy Logan at PSPS@CalOES.ca.gov.

Sincerely,



MARK S. GHILARDUCCI
Director

AGENDA ITEM 6b: Attachment B

See attached pdf file titled, Motorola SVRIA ASTRO25 Express Site on Wheels Proposal, dated January 25, 2021.

AGENDA ITEM 6b: Attachment C

Email from CalOES extending the program completion deadline to March 31, 2022.

UPDATE: FY20 Community Power Resiliency Program Period of Performance Extension

McKee, Andrea@CalOES <Andrea.McKee@CalOES.ca.gov>

Tue 5/4/2021 1:10 PM

Cc: CalOES Public Safety Power Shutoff <PSPS@caloes.ca.gov>

Hello,

We have received approval to extend the performance period of the FY20 Community Power Resiliency Program from October 31, 2021, to March 31, 2022. The extension will assist Subrecipients in achieving their spending goals to ensure that essential services to all Californians during power shutoff events are maintained. Agreement forms to formalize the modification will be forthcoming in the next couple of weeks.

NOTE: The Progress Report date will remain and is due to Cal OES on or before November 31, 2021. A Progress Report form will be provided by Cal OES later this year.

For further inquiries, please email PSPS@CalOES.ca.gov.

Respectfully Yours,

Andrea McKee
Community Power Resiliency Program Unit Manager
California Governor's Office of Emergency Services
(916) 539-5447 Mobile
Andrea.McKee@caloes.ca.gov


AGENDA ITEM 6c



Silicon Valley Regional Interoperability Authority

**Silicon Valley Regional Interoperability Authority
Board of Directors
May 27, 2021**

TO: Board of Directors
Silicon Valley Regional Interoperability Authority (SVRIA)

FROM: Eric Nickel, Executive Director 

SUBJECT: Approval of Professional Services Agreement with Law Offices of Gary M. Baum for General Counsel Services for FY 2021 - 2023

RECOMMENDATION:

That the Board of Directors approve authorizing the Chair of the Board to execute the Agreement for General Counsel Services with the Law Offices of Gary M. Baum for fiscal years 2021 – 2023 for a not to exceed amount of \$65,000 per year for a total of \$130,000.

BACKGROUND and EXECUTIVE SUMMARY:

In 2011, the Board of Directors issued a Request for Proposal (“RFP”) for legal services for General Counsel for SVRIA. In June of 2011, the Board approved an agreement with Gary M. Baum for General Counsel Services. A similar agreement was entered into for one year periods in June of 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019 and again in June of 2020. The provisions of the proposed Agreement are the same as last year’s agreement with the following exceptions:

1. The hourly rate has been increased from \$305 per hour to \$315 for FY 21 – 22 and to \$325 per hour for FY 22- 23. No change has been made to the retainer amount.
2. The term has been extended to two years while the annual not to exceed amount stays at \$65,000 for each year for a total of \$130,000. At the Executive Director’s suggestion, the term has been changed from one year to two to avoid the necessity of entering into an annual agreement.

The proposed Agreement includes a monthly retainer of \$2,200.00. This sum covers the legal services required for the following responsibilities: attending all Board meetings, reviewing all staff reports, reviewing all agendas for Board meetings, Board standing Committee meetings and for the Working Committee meetings, drafting resolutions as required for either the Board or the

Working Committee and preparing staff reports on an as-needed basis. Also included is a monthly meeting between the Executive Director and the General Counsel to review all present and future legal issues and to provide an update on SVRIA activities to the General Counsel. An additional 1.5 hours of legal work is included in the retainer for phone calls, email and contract review each month. The monthly retainer of \$2,200.00 is waived in the last month of the Agreement if SVRIA Board of Directors has not met eight or more times within the then-current fiscal year (it will be waived in May 2021, for the 2020 - 2021 fiscal year).

For services outside of the retainer, the hourly billing rate has been increased from \$305 to \$315 for FY 21- 22 and from \$315 to \$325 for FY22 - 23. The General Counsel has informed me that these rates are his usual rate per hour for his other municipal clients.

The not to exceed amount of \$65,000 is consistent with last year's Agreement. For the first ten months of the current 2020 – 2021 fiscal year, the legal billing total has been about \$40,308. Note that the \$65,000 is a not to exceed amount and **not** a guaranteed minimum.

FINANCIAL IMPACT:

The FY 2021-2022 budget includes the budget line item of \$65,000 for legal expenses. The Executive Director will continue to monitor legal costs closely to ensure that they remain as low as possible.

ATTACHMENTS:

- A. Agreement for General Counsel Services between the Silicon Valley Regional Interoperability Authority and Gary M. Baum for FY 2021 – 2023.

AGENDA ITEM 6C: Attachment A

**AGREEMENT FOR GENERAL COUNSEL SERVICES BETWEEN THE
SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY
AND GARY M. BAUM**

This AGREEMENT is made and entered into this ____ day of _____, 2021, by and between the SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY, a joint powers agency (“AUTHORITY” or “SVRIA”), and GARY M. BAUM, an individual doing business as Law Offices of Gary M. Baum (“ATTORNEY”).

RECITALS

The purpose for which this AGREEMENT is made, and all pertinent recitals, is listed on EXHIBIT A, entitled “RECITALS”, which is attached hereto and incorporated herein.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

The ATTORNEY shall perform those services specified in detail in the attached EXHIBIT B, entitled “SCOPE OF SERVICES.”

SECTION 2. TERM OF AGREEMENT.

The term of this AGREEMENT shall be from July 1, 2021 through June 30, 2023, subject to the provisions of Section 11 of this AGREEMENT.

SECTION 3. COMPENSATION.

The compensation to be paid to ATTORNEY, including both payment for professional services and expenses shall not exceed SIXTY FIVE THOUSAND DOLLARS (\$65,000.00) for each year of this two year Agreement. The rate and schedule of payment is set out in EXHIBIT C, entitled “COMPENSATION,” which is attached hereto and incorporated herein.

SECTION 4. METHOD OF PAYMENT.

Each month, ATTORNEY shall furnish to the AUTHORITY a detailed statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month’s actual reimbursable expenditures, if any. Such statement of services shall be sent to the following address:

Eric Nickel
Executive Director
SVRIA
601 El Camino Real
Santa Clara, CA 95050

SECTION 5. INDEPENDENT CONTRACTOR.

It is understood and agreed that the ATTORNEY, in the performance of the work and services agreed to be performed by the ATTORNEY, shall act as and be an independent contractor and not an agent or employee of the AUTHORITY; and as an independent contractor, the ATTORNEY shall obtain no rights to retirement benefits or other benefits which accrue to the AUTHORITY's employees, and the ATTORNEY hereby expressly waives any claim it may have to any such rights.

SECTION 6. ASSIGNABILITY.

The parties agree that the expertise and experience of ATTORNEY are material considerations for this AGREEMENT. ATTORNEY shall not assign or transfer any interest in this AGREEMENT nor the performance of any of ATTORNEY's obligations hereunder, without the prior written consent of AUTHORITY, and any attempt by ATTORNEY to so assign this AGREEMENT or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 7. INDEMNIFICATION.

ATTORNEY shall defend, indemnify and hold harmless AUTHORITY, its officers, employees and agents against any claim, loss or liability arising out of or resulting in any way from work performed under this AGREEMENT due to the willful or negligent acts (active or passive) or omissions by ATTORNEY's officers, employees or agents. The acceptance of said services and duties by AUTHORITY shall not operate as a waiver of such right of indemnification.

SECTION 8. INSURANCE.

ATTORNEY agrees to have and maintain the policies set forth in EXHIBIT D, entitled "INSURANCE," which is attached hereto and incorporated herein. All policies, endorsements, certificates and/or binders shall be subject to approval by the Executive Director or the Director's authorized designee ("Risk Manager") as to form and content.

SECTION 9. SUBCONTRACTORS.

A. Notwithstanding Section 6 above, ATTORNEY may use Albert W. Gieseman, Jr. as a subcontractor in performing the work under this AGREEMENT and may also use other subcontractors upon prior written approval by AUTHORITY's Executive Director.

- B. ATTORNEY shall be responsible for directing the work of the approved subcontractors and for any compensation due to subcontractors. AUTHORITY assumes no responsibility whatsoever concerning such compensation.

SECTION 10. NONDISCRIMINATION.

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

SECTION 11. TERMINATION.

A. AUTHORITY shall have the right to terminate this AGREEMENT, without cause, by giving not less than seven (7) days written notice of termination.

B. If ATTORNEY fails to perform any of its material obligations under this AGREEMENT, in addition to all other remedies provided by law, AUTHORITY may terminate this AGREEMENT immediately upon written notice.

C. AUTHORITY's Executive Director is empowered to terminate this AGREEMENT on behalf of AUTHORITY.

D. In the event of termination, ATTORNEY shall deliver to AUTHORITY copies of all reports, documents, and other work performed by ATTORNEY under this AGREEMENT, and upon receipt thereof, AUTHORITY shall pay ATTORNEY for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. GOVERNING LAW.

The AUTHORITY and the ATTORNEY agree that the law governing this AGREEMENT shall be that of the State of California.

SECTION 13. COMPLIANCE WITH LAWS.

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

SECTION 14. CONFIDENTIAL INFORMATION.

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

SECTION 15. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or discovered by ATTORNEY or any other person engaged directly or indirectly by ATTORNEY to perform the services required hereunder shall be and remain the property of AUTHORITY without restriction or limitation upon their use.

SECTION 16. WAIVER.

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

SECTION 17. THE ATTORNEY'S BOOKS AND RECORDS.

A. ATTORNEY shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to AUTHORITY for a minimum period of five (5) years, or for any longer period required by law, from the date of final payment to ATTORNEY pursuant to this AGREEMENT.

B. ATTORNEY shall maintain all documents and records which demonstrate performance under this AGREEMENT for a minimum period of five (5) years, or for any longer period required by law, from the date of termination or completion of this AGREEMENT.

C. Any records or documents required to be maintained pursuant to this AGREEMENT shall be made available for inspection or audit at no cost to AUTHORITY, at any time during regular business hours, upon written request by the Authority's Executive Director or his or her designee.

D. Where AUTHORITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of ATTORNEY's business, AUTHORITY may, by written request by the Authority's Executive Director or his or her designee, require that custody of the records be given to AUTHORITY. Access to such records and documents shall be granted to any party authorized by ATTORNEY, ATTORNEY's representatives, or ATTORNEY's successor-in-interest.

SECTION 18. CONFLICT OF INTEREST

ATTORNEY shall avoid all conflicts of interest or appearance of conflicts of interest in performance of this AGREEMENT. ATTORNEY shall file an Assuming Office Disclosure Statement of Economic Interests (Form 700) within thirty (30) days of the date of this

AGREEMENT and annually thereafter by the first of April. Upon termination of this AGREEMENT, ATTORNEY shall file a Leaving Office Disclosure Statement of Economic Interest (Form 700).

SECTION 19. SPECIAL PROVISIONS.

There are no special provisions for this AGREEMENT.

SECTION 20. NOTICES.

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

To the AUTHORITY: Eric Nickel
Executive Director
SILICON VALLEY REGIONAL
INTEROPERABILITY AUTHORITY
601 El Camino Real
Santa Clara, CA 95050
408-615-5571 Phone

To the ATTORNEY: Gary M. Baum
19925 Stevens Creek Bl., Ste 100
Cupertino, CA 95014-2358
408-833-6246 Phone

or to such other address as any party may designate by notice in accordance with this Section.

SECTION 21. VENUE.

In the event that suit shall be brought by either party to this contract, the parties agree that venue shall be exclusively vested in the State court in the County of Santa Clara.

SECTION 22. PRIOR AGREEMENTS AND AMENDMENTS.

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

SECTION 23. COUNTERPARTS

This AGREEMENT may be signed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same AGREEMENT.

This AGREEMENT is continued on the following page.

WITNESS THE EXECUTION HEREOF on the day and year first herein above written.

“AUTHORITY”
SILICON VALLEY REGIONAL
INTEROPERABILITY AUTHORITY

By: _____
Chair of the Board of Directors

“ATTORNEY”

GARY M. BAUM

By _____
Gary M. Baum, an individual

EXHIBIT A
RECITALS

WHEREAS, the AUTHORITY desires to obtain General Counsel services; and

WHEREAS, Gary M. Baum has the necessary professional expertise and skill to perform such services; and

NOW, THEREFORE, the purpose of this AGREEMENT is to retain Gary M. Baum as ATTORNEY to the AUTHORITY to perform those services specified herein.

EXHIBIT B
SCOPE OF SERVICES

The ATTORNEY shall provide General Counsel services to the AUTHORITY including the following services:

SECTION 1. GENERAL.

- A. The performance of all services by the ATTORNEY shall be to the satisfaction of the AUTHORITY.
- B. All of the services to be furnished by the ATTORNEY under this AGREEMENT shall be of the professional standard and quality which prevail among attorneys of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.
- C. The ATTORNEY shall coordinate all services with the Board of Directors, the Executive Director, and other staff and contractors, as necessary.
- D. The ATTORNEY shall attend or participate in all meetings as directed by the AUTHORITY and as necessary in order to complete services contemplated herein to the satisfaction of the AUTHORITY.

SECTION 2. RETAINER SERVICES.

The ATTORNEY shall perform all of the services listed below (the "Retainer Services"):

2.1 The ATTORNEY shall attend all Board of Directors meetings, and during such meetings provide legal advice and opinions to the Board and/or Executive Director. Up to eight Board meetings per year are included within the retainer.

2.2 The ATTORNEY shall review all preliminary Board and Working Committee agendas for Brown Act compliance and other legal concerns and to suggest best practices for handling various agenda items.

2.3 The ATTORNEY shall prepare any resolutions for agenda items on the Board or Working Committee Agenda.

2.4 The ATTORNEY shall review and provide input on selected staff reports upon request of the Executive Director.

2.5 The ATTORNEY shall prepare staff reports upon request of the Executive Director.

2.6 Review up to four preliminary agendas for the Board's Finance Subcommittee for Brown Act compliance and other legal concerns and to suggest best practices for handling various agenda items.

2.6 The ATTORNEY shall attend a monthly meeting with the Executive Director to review potential legal issues and review upcoming action items for the SVRIA.

2.7 The ATTORNEY shall provide up to 1.5 hours of work per month in the form of telephonic or e-mail advice, or review of contracts or other matters to the Executive Director or designees of the Executive Director at no additional hourly charge.

SECTION 3. BASIC SERVICES.

The ATTORNEY shall perform all of the specific services in the Tasks listed below, which are not included in the Retainer Services above, upon either a request from the Board of Directors or a written request of the Executive Director:

3.1 Provide advice regarding provisions of California and Federal Constitutions, statutes, decisions, ordinances, regulations and the AUTHORITY Joint Powers Agreement.

3.2 Review, negotiate and/or draft a wide range of contracts and agreements and coordinate with AUTHORITY staff and/or AUTHORITY member staff as needed.

3.3 Review preliminary agendas other than those listed in Section 2.2 and Section 2.6 for Brown Act compliance and other legal concerns.

3.4 Prepare resolutions or review resolutions prepared by staff not included within the scope of Section 2.3.

3.5 Review and/or prepare policies to: (a) ensure compliance/consistency with the AUTHORITY Joint Powers Agreement, current AUTHORITY policies, applicable federal, state and local law and regulations, and (b) as otherwise requested.

3.6 Prepare, review and/or modify of legal documents utilized by the Authority in the course of business to ensure and/or determine compliance/consistency with the AUTHORITY Joint Powers Agreement, current AUTHORITY policies, applicable federal,

state and local law and regulations. These documents may include, but are not limited to, Board resolutions and meeting minutes, purchase orders, lease agreements, policies, employment applications/forms and Authority forms and notices.

3.7 Respond to inquiries from Directors, Working Committee Members, or Executive Director.

3.8 Provide legal opinions on various subjects as needed, including risk and liability exposure issues.

3.9. Represent the Authority in litigation, including administrative and court proceedings.

3.10. Provide other legal services, as requested by the Executive Director.

EXHIBIT C **COMPENSATION**

Retainer

ATTORNEY shall be compensated for Retainer Services at a flat rate of TWO THOUSAND TWO HUNDRED DOLLARS (\$2200.00) per calendar month. Partial months shall be prorated. Any hours worked on Retainer Services for which payment would result in a total exceeding the maximum monthly amount of compensation for Retainer Services set forth herein shall be at no cost to AUTHORITY. In the event that ATTORNEY attends less than eight public meetings of the Board of Directors during the one year term of this Agreement, ATTORNEY shall waive the final month's retainer (\$2200.00).

Basic Services

ATTORNEY shall be compensated for authorized Basic Services in accordance with the following Fee Schedule, which Fees shall be billed in 1/10th hour increments:

Hourly Fee Schedule :

Gary M. Baum	\$315 per hour
Albert W. Gieseman, Jr.	\$315 per hour
Partner Level Attorneys	\$315 per hour
Associate Level Attorneys	\$265 per hour
Law Clerks	\$165 per hour
Paralegals	\$155 per hour

The above listed rates shall

Reimbursable Expenses

Reimbursable Expenses shall be charged at actual cost unless otherwise indicated and supported by documentation. Reimbursable Expenses include the following: photocopying (at cost or \$0.10/page), court costs, postage, messenger service, and necessary travel (Current IRS Rate). Mileage shall only be charged when it exceeds \$10.00. Mileage will be calculated from the Cupertino office address. Meals and Facsimile costs are not reimbursable.

Maximum Compensation

The maximum amount of compensation to be paid to ATTORNEY under this AGREEMENT, including payment for all professional services and any reimbursable expenses incurred shall not exceed SIXTY FIVE THOUSAND DOLLARS (\$65,000.00) per year for each year of the two year Agreement. Any hours worked for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to AUTHORITY.

EXHIBIT D
INSURANCE REQUIREMENTS

ATTORNEY, at ATTORNEY's sole cost and expense, shall procure and maintain (or shall cause to be procured and maintained) for the duration of the AGREEMENT (or for such longer periods as may be specified below), at its sole cost and expense, the following insurance coverage.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage (“occurrence”) Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance if required by law; and
4. Professional Liability Errors & Omissions for all professional services.

B. Minimum Limits of Insurance

ATTORNEY shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage; and
3. Professional Liability Errors & Omissions \$1,000,000 Aggregate Limit.

There shall be no endorsement reducing the scope of coverage required above unless approved by the Risk Manager.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by AUTHORITY's Risk Manager. At the option of AUTHORITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects AUTHORITY, its officer, employees, agents and contractors; or ATTORNEY shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in an amount specified by the AUTHORITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. The SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY, its officers, employees, agents and contractors are to be covered as additional insureds as respect to: Liability arising out of activities performed by or on behalf of, ATTORNEY; premises owned, leased or used by ATTORNEY; and automobiles owned, leased, hired or borrowed by ATTORNEY. The coverage shall contain no special limitations on the scope of protection afforded to AUTHORITY, its officers, employees, agents and contractors.
 - b. ATTORNEY's insurance coverage shall be primary insurance as respects AUTHORITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by AUTHORITY, its officers, employees, agents or contractors shall be excess of ATTORNEY's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by ATTORNEY shall not affect coverage provided AUTHORITY, its officers, employees, agents, or contractors.

d. Coverage shall state that ATTORNEY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages. Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to AUTHORITY.

E. Subcontractors

ATTORNEY shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.