



Silicon Valley Regional Interoperability Authority

**WORKING COMMITTEE REGULAR MEETING AGENDA  
MARCH 13, 2023, 2:00 PM**

**In-Person Meeting**

**City of Santa Clara Police Department**

**601 El Camino Real**

**Santa Clara CA. 95050**

**1<sup>st</sup> Floor Conference Room**

1. Call to Order
2. Roll Call

Chair Andy Smith SJPD/Interoperability Communications Manager	City Manager’s Office Representative, San Jose	P / A
Vice Chair Brian Glass Assistant Fire Chief Santa Clara County Fire	County Executive’s Office Representative, Santa Clara County	P / A
Trisha Adcock Director, Santa Clara County Communications	Director, Santa Clara County Communications	P / A
Brian Loventhal City Manager City of Campbell	Santa Clara County, City Managers Association	P / A
Ed Shikada City Manager City of Palo Alto	Santa Clara County, City Managers Association	P / A
Nicole Frazier Palo Alto PD Deputy Technical Director	At Large Member	P / A
Joey McDonald Communications Operations Manager Santa Clara Police Department	At Large Member	P / A

Ruben Torres Fire Chief City of Santa Clara	Santa Clara County Fire Chiefs Assoc. Rep	P / A
Pedro Espinoza Police Chief City of Gilroy	County Police Chiefs Association Representative	P / A
Michael Wodnick Communications Division Manager San Jose Fire	City Manager's Office Representative, San Jose	P / A
Andrea Atkinson Support Services Manager Campbell Police Department	PSCMA Representative	P / A
Kenneth Blackwell Technology Manager VTA	VTA Representative	P / A
Randeep Sangha Transportation Superintendent - Service Management VTA	VTA Representative	P / A

### 3. 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.

### 4. Action on Consent Calendar

- a. Review and Approve Meeting Minutes from the Regular Meeting of January 9, 2023.

### 5. Executive Director Updates and Presentations (Verbal reports unless indicated)

- a. COVID State of Emergency Declaration ended February 28, 2023
- b. Physical and Cybersecurity Update – Partnership with Department of Homeland Security (DHS) for Critical Infrastructure Assessment. First report received. Executive Director is requesting a special meeting (closed session) to review the findings and prioritize modifications.
- c. Main Jail: Bi-Directional Antenna (BDA) project in the sallyport receiving area
- d. SVRCS Utilization Report for Calendar Year 2022 (Attachment 5d)

### 6. Action Items

- a. Review and Recommend Approval by SVRIA Board of Directors: Renew Agreement Between the County of Santa Clara and the SVRIA for Services for Technical Support and Administration of SVRIA Communications Systems

- b. Review and Recommend Approval by SVRIA Board of Directors: Fiscal Year 2023/24 (FY23/24) Budget
  - i. Budget Overview Presentation by Executive Director
- c. Review and Recommend Approval by SVRIA Board of Directors: Annual Audit of Financial Statements for period ending June 30, 2022

7. Member/Participant Agency Announcements and any 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) 615-5571 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 or Board of Directors and are not exempt from disclosure pursuant to the California Public Records Act and will be available for public inspection on the SVRIA website <https://svria.org> at the same time that the public records are distributed or made available to the Board of Directors or Working Committee Members..

**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.

**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. Members of the public wishing to comment on an item on the agenda may do so in the following ways: Email comments to the SVRIA Executive Director via email at [enickel@svria.org](mailto:enickel@svria.org), mailed to SVRIA, Executive Director, 601 El Camino Real, Santa Clara, CA 95050, provide comments to individual Board or Working Committee members, or attend the meeting in-person.

Emails will be forwarded to the Board of Directors or Working Committee as appropriate. **IMPORTANT:** identify the Agenda Item number in the subject line of your email. All emails received will be entered into the public record for the meeting.

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.

**AGENDA ITEM 4a**



Silicon Valley Regional Interoperability Authority

**DRAFT REGULAR MEETING MINUTES**

**Silicon Valley Regional Interoperability Authority  
Working Committee**

**Monday, January 9, 2023  
Teleconference/Zoom Online Meeting**

1. Call to Order

- Chair Smith called the meeting to order at 2:02 pm

2. Roll Call

Chair Andy Smith SJPD/Interoperability Communications Manager	City Manager's Office Representative, San Jose	P / A
Vice Chair Brian Glass Acting Fire Chief Santa Clara County Fire	County Executive's Office Representative, Santa Clara County	P / A
Trisha Adcock Director, Santa Clara County Communications	Director, Santa Clara County Communications	P / A
Brian Loventhal City Manager City of Campbell	Santa Clara County, City Managers Association	P / A Arrived at 2:18 pm
Ed Shikada City Manager City of Palo Alto	Santa Clara County, City Managers Association	P / A Arrived at 2:08 pm
Nicole Frazier Palo Alto PD Deputy Technical Director	At Large Member	P / A
Joey McDonald Communications Operations Manager Santa Clara Police Department	At Large Member	P / A
Ruben Torres Fire Chief	Santa Clara County Fire Chiefs Assoc. Rep	P / A

City of Santa Clara		
Pedro Espinoza Police Chief City of Gilroy	County Police Chiefs Association Representative	<b>P / A</b>
Michael Wodnick Communications Division Manager San Jose Fire	City Manager's Office Representative, San Jose	<b>P / A</b>
Judy Woo Communications Manager City of Los Altos	PSCMA Representative	<b>P / A</b>
Kenneth Blackwell Technology Manager VTA	VTA Representative	<b>P / A</b>
Randeep Sangha Assistant Superintendent VTA	VTA Representative	<b>P / A</b>

There are nine members present, there is a quorum. Two members arrived later for a total of 11.

### 3. Public Comment

- No members of the public present. No members of the public have commented through the Working Committee Members. No public comment.

### 4. Action on Consent Calendar

- a. Review and Approve Meeting Minutes from the Regular Meeting of November 7, 2022

- No public comment

- Motion to approve P. Espinosa, Vice Chair Glass second. No comments. Roll call vote taken, Aye: 9, No: 0. Motion Carries.

### 5. Executive Director Updates and Presentations

- a. Motorola System Upgrade Closeout

- Biennial System Upgrade began in October, and it was recently completed. The intense work started in early November with new computer terminals being installed across dispatch centers throughout the County. This includes new hardware, software and other technology and cybersecurity features are improved. Motorola upgraded 175 pieces of hardware in 35 locations. There were a few punch list items and we finished with the last two firewall installations. Project is complete and this will be the end of reporting until the next upgrade in September of 2024.

- b. Subscriber Unit True-Up Update

- The True-Up count is done. Numbers were validated with the core of the network.
- Total count after backing out radios that are being removed from the network is 11,927. This is an increase of 562 subscriber units from the last count in 2020 (11,365 subscriber units).

- Executive Director noted the FCC license is 13,500 subscriber units.
- c. Cybersecurity Update – Partnership with Department of Homeland Security (DHS) for Critical Infrastructure Assessment
  - Still awaiting draft reports. No new update.
- d. COVID State of Emergency Declaration ending February 28, 2023
  - Governor is ending the COVID State of Emergency for public meetings. We will meet in-person for the next and future meetings.
  - If there is a need for individual members to meet remotely, there are several requirements under the Brown Act to do so.
- e. SVRCS performance during recent weather events
  - The radio system had been performing extremely well during recent rain and wind events. Staff continues to remind members who have sites on their property to fuel up the backup generators. Some sites have received significant amounts of rain (Uvas Canyon weather station received over 40 inches of rain).
  - Issues to this point have been the occasional loss of power to a single site, one site generator did not activate, and occasionally one radio channel going offline. Technicians called out to service the sites and generator were able to restore the minor outages promptly.
  - No public comment

6. Closed Session Pursuant to Government Code Section 54957(a), THREAT TO PUBLIC SERVICES OR FACILITIES (Conference with Executive Director, General Counsel, SVRCS Systems Administrator, Chair of the SVRIA Board of Directors, County Communications Technical Director)

- Working Committee moved to Closed Session at 2:16 pm and returned to Open Session at 2:58 pm
- Chair Smith announced there was No Reportable Action

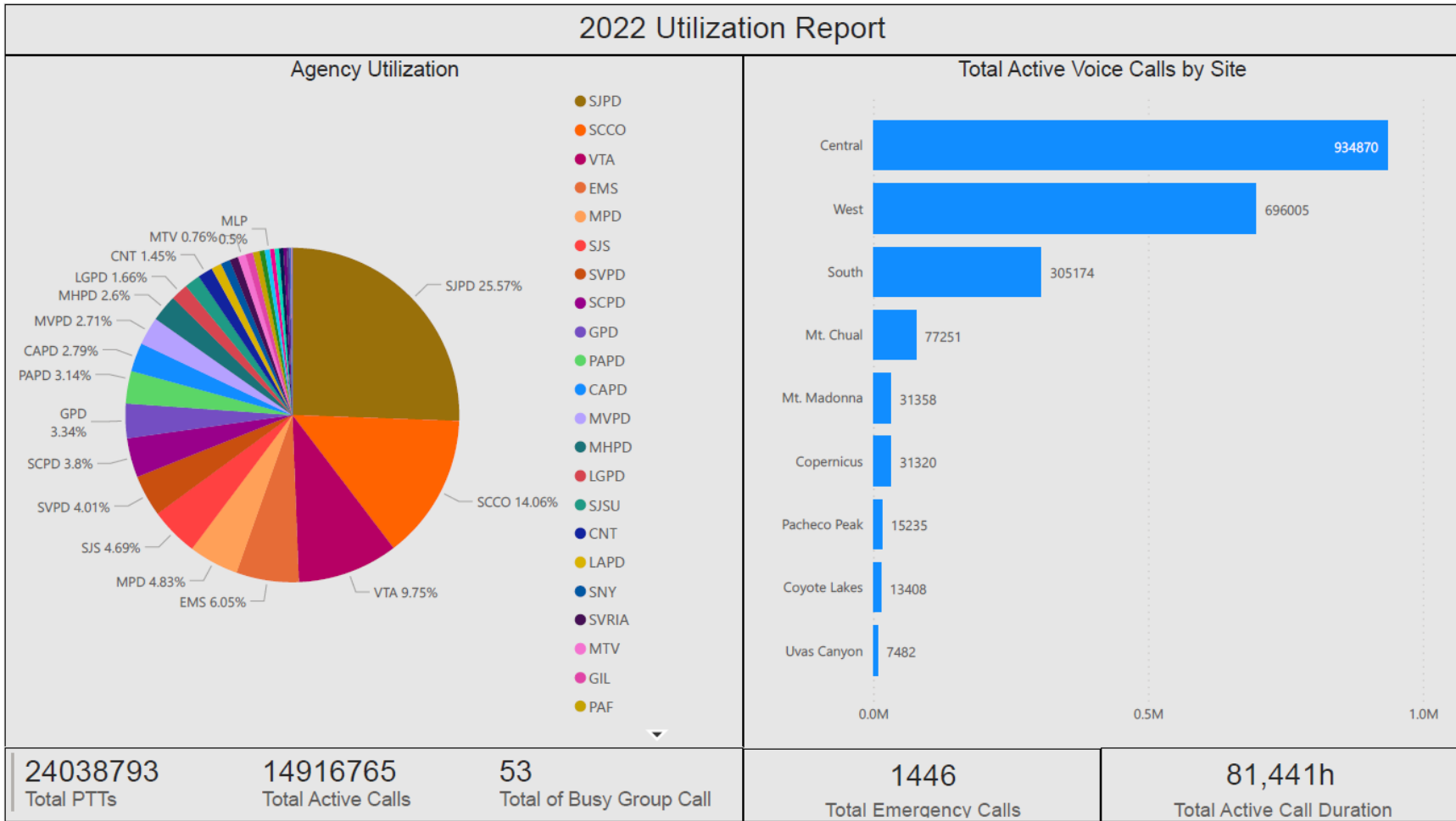
7. Future Items for Discussion

- Will need a replacement for Judy Woo, representing the PSCMA.

8. Adjournment

- Chair Smith adjourned the meeting at 3:01 pm

**AGENDA ITEM 5d: SVRCS Utilization Report for Calendar Year 2022**





Agency	Total PTTs	Total Active Calls	Total of Busy Group Call	% Total of Active Calls
SJPD	7363712	3814427	0	25.57%
SCCO	3292628	2097809	0	14.06%
VTA	2283703	1453794	0	9.75%
EMS	1317494	902578	0	6.05%
MPD	1157113	721029	0	4.83%
SJS	1074601	699759	0	4.69%
SVPD	862777	598657	0	4.01%
SCPD	867655	567327	0	3.80%
GPD	724331	497846	0	3.34%
PAPD	648881	468680	0	3.14%
CAPD	558931	415901	0	2.79%
MVPD	578457	403671	0	2.71%
MHPD	608579	388236	0	2.60%
LGPD	345708	247886	0	1.66%
SJSU	342866	227860	0	1.53%
CNT	303228	216076	0	1.45%
LAPD	211947	147782	0	0.99%
SNY	233446	135325	0	0.91%
SVRIA	163733	124950	53	0.84%
MTV	155042	112796	0	0.76%
GIL	150465	107203	0	0.72%
PAF	125345	96171	0	0.64%
SNC	115364	76261	0	0.51%
MLP	102491	74182	0	0.50%
Silicon Valley Power	92516	67522	0	0.45%
Palo Alto UTL	87089	64562	0	0.43%
Sunnyvale PW	83886	60842	0	0.41%
FootHill - De Anza	81205	49716	0	0.33%
SJECC	55930	36761	0	0.25%
Santa Clara PW	31921	26785	0	0.18%
Palo Alto PW	8800	6875	0	0.05%
San Jose Muni Water	4811	3876	0	0.03%
Milpitas PW	2081	1803	0	0.01%
MRG	1547	1376	0	0.01%
West Valley	331	271	0	0.00%
Morgan Hill PW	179	170	0	0.00%
<b>Total</b>	<b>24038793</b>	<b>14916765</b>	<b>53</b>	<b>100.00%</b>

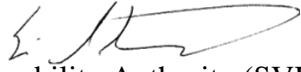
**AGENDA ITEM 6a**



Silicon Valley Regional Interoperability Authority

**Silicon Valley Regional Interoperability Authority  
Working Committee  
March 13, 2023**

**TO:** Working Committee  
Silicon Valley Regional Interoperability Authority (SVRIA)

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

**SUBJECT:** Renew Agreement Between the County of Santa Clara and SVRIA for Services for Technical Support and Administration of SVRIA Communications Systems from July 1, 2023 to June 30, 2026.

**RECOMMENDATIONS:**

Review and recommend for Board approval to authorize SVRIA to enter into an Agreement with Santa Clara County Communications for continued technical support and administration of the SVRIA communications systems and assets.

**SUMMARY/DISCUSSION:**

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 best customer service, 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 five years. The field technicians consistently exceed performance expectations servicing the equipment and providing guidance for the SVRCS operations and upgrades.

There are many skilled technicians who maintain and repair components of the SVRCS. The ability to utilize their skills to work on the infrastructure that is deployed to support SVRIA's Member and Participant Agencies is a significant benefit to the SVRCS. Response times are short as most technicians live in the area. The technicians, who are Santa Clara County Communications employees, have passed a rigorous County

background investigation, obtained the appropriate security clearance and certifications, 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 regional interoperability communications between county systems, maintaining the Site on Wheels Trailer, and maintaining the SVRIA Infrastructure Assets Management System. This one-stop support provider allows SVRIA to efficiently service, consistently maintain, and account for the Authority's multi-million dollar investment.

An optional scope of added services is included in this agreement. Due to the ongoing customer service issues SVRIA has been experiencing with Motorola, RF and preventative maintenance services currently provided by them could be transferred to County Communications. Should Motorola's performance continue to deteriorate and negotiations to remedy deficiencies not produce satisfactory results, some maintenance services could be separated from the larger agreement. Staff and General Counsel have reviewed the contract, and Motorola has not yet hit the deficiency threshold. This optional agreement supports uninterrupted RF and preventative maintenance services.

The nominal increase is due to cost adjustments from labor and equipment costs. Under the State Government code and rules, 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.

The SVRIA General Counsel has reviewed the proposed agreement, discussed it with the Santa Clara County Counsel's Office, and has approved it as to form.

If approved by the Working Committee, the agreement will be reviewed by the SVRIA Board on March 23, 2023. 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 in June 2023.

**FISCAL IMPACT:**

The proposed FY23/24 Budget includes funding for the Maintenance Services Agreement.

**ATTACHMENTS:**

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

**AGENDA ITEM 6a: Attachment A**

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

This AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2023, by and between the County of Santa Clara, Communications Department (“COUNTY”), a political subdivision of the State of California and the Silicon Valley Regional Interoperability Authority (“SVRIA”), a California Joint Powers Authority. Collectively COUNTY and SVRIA shall be referred to as PARTIES.

**RECITALS**

The following recitals are a substantive portion of this Agreement:

1. SVRIA’s main purposes are to enhance and improve communications, data sharing and other technological systems, tools and processes for protection of the public and public safety and to facilitate related local and regional cooperative efforts.
2. SVRIA owns, manages and maintains several communications systems including, but not limited to: BAYMACS, E-COMM, SVRCS, and SVRIA-DX (CAD-to-CAD Data Exchange).
3. The County Communications Department has provided technical support services for SVRIA systems for many years and SVRIA and COUNTY desire to continue that relationship.
4. This Agreement memorializes the commitment of the COUNTY to provide these services and the procedures and obligations of SVRIA to reimburse the COUNTY for providing these services.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION 1. PURPOSE OF AGREEMENT**

The purpose of this AGREEMENT is to formalize the terms and provisions under which COUNTY will provide technical support including project management, technical design, installation, deployment, maintenance, system administration, and repair services to the SVRIA voice and data communications systems.

**SECTION 2. EQUIPMENT AND SYSTEMS**

For purposes of this Agreement, “Equipment” shall include all equipment and systems currently owned by SVRIA.

**SECTION 3. OBLIGATIONS OF THE PARTIES**

Obligations of SVRIA:

- 3.1 SVRIA will coordinate with Joint Powers Authority members or participants (collectively members and participants will be referred to as “Members”)to provide COUNTY personnel with access to any installation site not owned or controlled by the COUNTY for technical support of any Equipment pursuant to this Agreement.

Obligations of COUNTY:

- 3.2 COUNTY will provide system administration, technical support including design, implementation, deployment, maintenance and repair of current SVRIA equipment and systems listed in Exhibit A.
- 3.3 COUNTY will work with the SVRIA Executive Director on future projects to determine the scope of work (“SOW”) and related costs required for the implementation of new Equipment or systems for SVRIA. COUNTY shall establish and meet timelines, major milestones and performance expectations for each project it undertakes on behalf of SVRIA. COUNTY will not be responsible for delays resulting from circumstances beyond its control, including, but not limited to, delays in receiving parts or equipment, or from reduction in project specific staffing resulting from budget reductions by the County Board of Supervisors, or from the failure of SVRIA or Members to perform. Costs related to new services outside of this agreement will be based upon the COUNTY’s current fiscal year published rates.
- 3.4 COUNTY shall obtain and maintain all required Federal Communications Commission (“FCC”) licenses on behalf of SVRIA or Members for all mobile, portable, control station and base station radio equipment operated within their own respective jurisdictions as part of this project.
- 3.5 COUNTY is committing to provide 24/7/365 coverage to SVRIA for the services described in this Agreement.

**SECTION 4. SYSTEM ADMINISTRATION, MAINTENANCE AND REPAIR RESPONSIBILITIES**

- 4.1 COUNTY shall provide SVRIA services listed in Exhibits A, B and C.
- 4.2 SVRIA authorizes COUNTY to share SVRIA communication systems design documents, drawings, system configurations, and other potentially sensitive infrastructure documents with third parties, when deemed necessary, in the course of deployment, maintenance and repair of SVRIA systems.
- 4.3 Upon request, quotations for new design, engineering, initial implementation, and future upgrade services not included within Exhibits A, B and C will be presented to the SVRIA Executive Director in writing for approval prior to initiation of the work. Cost estimates for COUNTY services, including any sub-contractor work if required, will be included in each quotation for SVRIA written approval prior to initiation of work.

- 4.4 Services shall include provision of consumable materials excluding capital asset or infrastructure equipment replacement. COUNTY will provide cost quotations for capital asset and infrastructure replacement for purchase by SVRIA.

## **SECTION 5. REPAIRS**

### Emergency Repairs:

Emergency troubleshooting and repair is authorized without pre-approval. Any SVRIA Member Dispatch Center Manager or designee may report problems to COUNTY. Upon receipt of such report, COUNTY shall determine if it is the first point of contact (“POC”) or if it needs to be reported to another Vendor. If COUNTY is the POC, it shall test and make repairs to the equipment or system. A Trouble Report form will be provided to the SVRIA Executive Director for billing and audit purposes.

## **SECTION 6. TERM**

- 6.1 This Agreement shall be effective from July 1, 2023, through June 30, 2026. SVRIA and the COUNTY may extend this Agreement for (one) additional two (2) year term.
- 6.2 The Parties will execute any amendments necessary to implement such extensions. Exhibit A, B and C are living documents to be replaced annually based upon mutual agreement.

## **SECTION 7. TERMINATION**

Either Party may terminate this Agreement upon sixty days written notice to the other, as specified in this Section.

## **SECTION 8. COMPENSATION**

- 8.1 For fiscal year 2023/2024, the base amount for SVRIA’s payment to the COUNTY for annual system administration and technical services set forth on Exhibits A and B attached to this Agreement shall be the sum of \$495,797.06 with equal amounts paid on a monthly basis. The County shall track work performed and provide an accounting upon request. All payments are to be made Net 30 from the date of invoice receipt.
- 8.2 For fiscal year 2023/2024, the amount for SVRIA’s payment to the COUNTY for regional support for Bi-Directional Amplifier / Distributed Antenna Systems set forth on Exhibit C shall be a not-to-exceed sum of \$100,000.00 with amounts billed for actual work performed on a monthly basis. The County shall track work performed by project and cost and provide a monthly accounting. All payments are to be made Net 30 from the date of invoice receipt.
- 8.3 The amount the SVRIA shall pay to the COUNTY as annual service costs shall increase according to the formula in section 8.4 beginning July 1, 2024 and the base amount set forth in Exhibits A and B will be \$520,586.91. The annual service cost increase set forth on Exhibit C shall be a not-to-exceed sum of \$105,000.00.
- 8.4 Increases in Annual Operating Costs. Commencing on July 1, 2025, and each July 1st

thereafter, SVRIA shall owe to COUNTY the amount defined in paragraph 8.1, herein, plus an increase to be determined as follows:

8.4.1 The Parties agree that annual increases in compensation to the COUNTY for technical support and system administration services costs shall be limited to the weighted average percent change of the following two indices:

8.4.1.1 The percent increase from the second most prior February to the February immediately prior to the July being considered for the increase, San Francisco-Oakland-San Jose, All Urban, All Items Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. (Weighted 50%).

8.4.1.2 The percent increase in the total Compensation paid by the County to the Communications Technician classification, which is defined as the annual dollar change in monthly base wage, the dollar changes in the employer’s share of Medical, and the dollar change in the employer’s share of Delta Dental (weighted 50%).

8.4.2 If any index referenced in this Section has a negative growth, the value of that index (indices) will be zero for the purposes of computing the arithmetic mean for that fiscal year.

8.4.3 Annual Operating Costs Maximum and Minimum Increase. Annual Operating Costs paid by SVRIA shall increase a minimum of 2% and a maximum of 5% annually.

8.5 Maximum compensation for services described in Exhibit C will not to exceed \$100,000.00 for fiscal year 2023/2024.

8.5.1 The maximum compensation amount for services described in Exhibit C shall increase annually according to the formula in section 8.3.

8.5.2 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 2023/2024:

	<u>Regular Rate</u>	<u>Overtime Rate*</u>
Technician Services	\$177 / HR.	\$265.50 / HR.
Communications Systems Technician		
Assoc Comm Systems Technician		
Senior Comm Systems Technician		
Engineering Services	\$224 / 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.

- 8.5.3 COUNTY will provide the optional scope of work upon formal written request by the Executive Director of SVRIA, following Board of Directors' approval of any required budget approval. These services, if requested will be provided based upon the then current County rates, as described above and as increased annually, with the addition of the actual cost of any materials provided. COUNTY costs to be billed to SVRIA for work performed cannot exceed amounts set forth in this Agreement without written agreement by the parties.

#### **SECTION 9. DEFAULT**

Either Party may terminate this Agreement following a material breach. The non-breaching Party shall give written notice of the breach to the breaching Party, specifying the material breach. The breaching Party shall not be deemed in default hereunder and the non-breaching Party shall not institute proceedings or exercise any remedies against the breaching Party unless the breach has not been cured, corrected or remedied within thirty (30) days after the giving of such notice of breach or within such longer period as may be reasonably required to cure, correct or remedy the breach, provided the breaching Party has commenced such cure, correction or remedy within such thirty (30) day period and diligently and continuously pursues such cure, correction or remedy.

#### **SECTION 10. MUTUAL INDEMNIFICATION**

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the Parties pursuant to Government Code Section 895.6, the Parties agree that all losses or liabilities incurred by a Party shall not be shared pro rata but instead the Parties agree that pursuant to Government Code Section 895.4, each of the Parties hereto shall fully indemnify and hold each of the other Parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying Party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such Party under this Agreement. No Party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other Parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other Parties under this Agreement.

#### **SECTION 11. NOTICES**

All notices required by this Agreement will be deemed given when in writing and delivered personally, electronically via email or deposited in the United States mail, postage prepaid, return receipt requested, addressed to the other Party at the address set forth below or at such other address as the Party may designate in writing:



**SVRIA:**  
SVRIA Executive Director  
601 El Camino Real  
Santa Clara, CA 95050

**COUNTY:**  
Director of Communications  
County of Santa Clara Communications Department  
2700 Carol Drive  
San Jose, CA 95125

**SECTION 12. COMPLIANCE AND NONDISCRIMINATION**

The Parties will comply with all applicable Federal, State, and local laws and regulations. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973 (Sections 503 and 504), the California Fair Employment and Housing Act (Government Code sections 12900 et seq.), and California Labor Code sections 1101 and 1102. The Parties will not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will the Parties discriminate in the provision of services provided under this Agreement because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

**SECTION 13. COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

**SECTION 14. SEVERABILITY**

If any provision of this Agreement is found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.

**SECTION 15. ASSIGNABILITY**

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

**SECTION 16. APPROPRIATION**

In accordance with Article XVI, Section 18 of the California Constitution, if in any fiscal year subsequent to the execution of this Agreement SVRIA fails to appropriate money for the purpose

of funding this Agreement, this Agreement shall terminate, without penalty, effective upon the close of business on the last day of the fiscal year for which funding has been appropriated.

**SECTION 17. GOVERNING LAW**

The SVRIA and the COUNTY agree that the law governing this AGREEMENT shall be that of the State of California and venue shall be with the Santa Clara County Superior Court.

**SECTION 18. COMPLIANCE WITH LAWS**

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

**SECTION 19. WAIVER**

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

**SECTION 20. COUNTY'S BOOKS AND RECORDS**

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

**SECTION 21. QUALIFICATIONS/STANDARD OF CARE**

All the Services shall be performed by COUNTY or under COUNTY's supervision. COUNTY represents that it possesses the professional and technical skills necessary to perform the Professional Services required by this Agreement and that it has sufficient skill and experience to perform the assigned Services. COUNTY represents that it, its employees and subcontractors, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services. All the services to be furnished by COUNTY under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

**SECTION 22. PRIOR AGREEMENTS AND AMENDMENTS**

This Agreement, including all Exhibits, represents the entire understanding of the Parties as to those matters. No prior oral or written understanding shall be of any force or effect with respect to

those matters. This Agreement may only be modified by a written agreement signed by both Parties.

**SECTION 23. CONTRACT EXECUTION**

Unless otherwise prohibited by law or County policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

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

**COUNTY OF SANTA CLARA:**

**SILICON VALLEY REGIONAL  
INTEROPERABILITY AUTHORITY:**

By: \_\_\_\_\_  
Susan Ellenberg, President  
Board of Supervisors

By: \_\_\_\_\_  
Eric Nickel  
Executive Director, 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:**

\_\_\_\_\_  
Tiffany Lennear  
Clerk of the Board of Supervisors

**APPROVED AS TO FORM AND LEGALITY:**

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Nancy Clark  
Deputy County Counsel

By: \_\_\_\_\_  
Gary M. Baum  
General Counsel

Exhibits to this Agreement:

- Exhibit A - List of Existing SVRIA/SVRCS Equipment & Systems
- Exhibit B - Scope of Work for Existing Equipment/Systems and System Administration
- Exhibit C - Scope of Work for Regional Support for Bi-Directional Amplifier/  
Distributed Antenna Systems

**EXHIBIT A**

**LIST OF EXISTING SVRIA/SVRCS EQUIPMENT & SYSTEMS**

<b>Service Items</b>	<b>Quantity</b>	<b>Product</b>
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 (“PM”) and equipment repair or replacement	
TransMAC Trailer and S.O.W. (Site on Wheels)	Corrective and Preventative Maintenance and equipment repair. The new S.O.W. consists of a 6 channel, TDMA, 700mHz ASTRO25 Express Site including base antenna transmit and receive schemes.	
Technical and Engineering Support	FCC coordination, system design consultation, project management	

## **EXHIBIT B**

### **SCOPE OF WORK FOR EXISTING EQUIPMENT/SYSTEMS AND SYSTEM ADMINISTRATION**

#### **Cache radios**

- 8 APX7000 portable radios and accessories currently stored in secure area at County Communication facility in Pelican cases and original shipping containers.
- The portable radios will have an annual preventive maintenance to include alignment, flash upgrades to the most current firmware, and a refreshed code plug. The cache radios will also have preventative maintenance checks performed when returned from a loaner event prior to being placed back in storage.
- The batteries will be reconditioned on a quarterly basis.
- Repair of failures or from possible physical damage when loaned out and battery replacement if needed.
- County will facilitate the deployment of cache radios as necessary to support operations.

#### **BayMACS**

- County Communication staff will maintain the BayMACS infrastructure, which includes Digitacs, channel banks, and base stations located at multiple County and SVRIA participant owned sites.

#### **TransMAC Trailer and Site on Wheels (S.O.W.)**

- County Communication staff will house and maintain the trailer and associated radio equipment, perform annual PM of the mobile radios installed in the trailer, test the generator monthly, perform annual FCC preventative maintenance, repairs, and semi-annual S.O.W. deployment testing estimated at 18 hours.
- County Communication will contract with our fleet department for their help with maintenance of the trailer and generator.

#### **SVRIA ECOMM Digital Microwave Network**

- Emergency 24x7 onsite corrective maintenance will be provided with 4 hours on site response time after receiving a critical alarm dispatch call at the County 911 dispatch center from the SVRIA ECOMM designated NOC. The County 911 dispatch center will dispatch the on-call technician.
- Major alarms will be addressed with an 8 hour on site response time after receiving a call from the SVRIA ECOMM designated NOC. The County 911 dispatch center will dispatch the on-call technician.
- Minor service requests will be addressed the next business day.

- Annual preventative maintenance of all the SVRIA owned microwave system. The annual PM would include all the microwave radio components, network hardware, DC power systems including batteries, dehydrators, physical inspection of line kits and antennae. Repair and replacement of wave guide and microwave dish antennae will be quoted separately.
- Manage and maintain all SVRIA ECOMM assets including all spare field replaceable unit (FRU) equipment with Asset Management Software and provide web-based asset management capabilities for an SVRIA representative.
- Maintain on site database backups of all network hardware configuration files, firmware, and operating system.
- Support the network with configuration and hardware operating systems.
- Provide all logistics and shipping to maintain the SVRIA spares. Place spares online when returned from repair to ensure quality control.
- Provide software maintenance on SVRIA ECOMM components not provided by the equipment vendor.
- Provide tower climbs as agreed to by both parties to be utilized for repairs or preventive maintenance inspections.

### **Device Configurations Management**

- Record, maintain, and provide onsite technical assistance for Aviat or other similar vendors with implementation of all variable design parameters, configuration files, and network changes due to ongoing construction, system hardware changes, and network design change criteria comprising the ECOMM network infrastructure within the domain control.
- Routinely review actual configuration setting of all the ECOMM devices with network connectivity and confirm the setting are valid and up to date; including network hardware operating system versions.
- Investigate and resolve any configuration discrepancies found during this process.

### **Asset Data Management**

- County Communications will provide asset management by utilizing the comprehensive Life-Cycle Asset and Service Management Software specifically designed to meet the complex demands of Federal, State & Local Government Public Safety Radio Communications Departments.

### **SVRCS System Administrator**

This scope of work lists the key duties the P25 radio network System Administrator will perform. County Communications will provide technical on call support that will be available 24x7x365 and can be on site in a two-hour response timeframe.

- Provide system utilization reports. This reporting shows system wide/site/channel usage to measure, predict, and manage system loading of subscriber units (consoles, portables, mobiles, and fixed equipment).
- Provide system active ID count per agency reporting. This report will support the count for user fees and billing.
- Radio user, console user, talk group, and system provisioning.
- Manage and maintain system domain controllers including all user logins and passwords.
- Manage the system network manager terminals and license usage.
- System monitoring. Daily (Monday through Friday) health check of system parameters, alarms, and warnings.
- System server data base backup and storage of the backup media.
- CAM server data base management, backup, and backup storage.
- Maintain the system documentation manual and drawings; to include updates to the system for any additions or deletions.
- System software updates, inventory, and storage. Excluding core level system software upgrades.
- Manage, maintain, and deploy all SVRCS dispatch radio consoles sites security patches and software updates.
- Manage, maintain, and deploy all NICE System security patches and software updates (MOTOPATCH)
- Fleet map management and assistance with radio programming code plug development for stakeholder agencies.
- Perform system level configurations, updates, modifications, additions, and deletions.
- Manage and assist with maintenance of the system network and firewalls.
- Manage system preventative maintenance scheduling, inspections, and reports.
- Case management and tracking.
- Attend system level meetings and provide technical consultation to the System Director.
- Schedule all stakeholder impacting events and provide all system users advance notification.
- Maintain data base of all network configurations.
- Maintain all system spare equipment.
- Maintain system level fixed end equipment inventory.
- Assist Motorola Solutions with bi-annual system upgrade preparations and schedules.



- Manage, maintain, and assist with the NICE Logging Master Recorder System in support of the SVRCS Talk groups.
- Assist and consult with system level troubleshooting and repair.
- Work with the JPA and system stakeholders to identify system options and add-ons that would be beneficial to the system users.
- Maintain server level user/technical accounts.
- Assist Motorola Solutions technical staff with system site and component maintenance and repair.

### **SVRCS Radio Frequency Base Station Infrastructure Optional Scope of Work**

This optional scope of work addition outlines the responsibilities of County Communications Technical Division to provide 24x7x365 technical service support for all 31 of the 700MHz P25 RF radio equipment tower locations throughout Santa Clara County and the Site on Wheels. The optional scope of work addition will be made available by County Communications upon at least 30 days' notice by the Executive Director of SVRIA and prior approval of any budgetary requirements by the Board of Directors of SVRIA. The SVRCS tower locations include 10 locations with 12 channels and one co-located Prime site referred to as the West Cell, 11 locations with 12 channels and one co-located Prime site referred to as the Central Cell, 4 tower locations with 8 channels and one co-located Prime site referred to as the South Cell, and 6 standalone ASTRO Site Repeater towers (ASR Sites) with 4 channels at each location. The S.O.W. (Site on Wheels) is stored at County Communications.

The estimated time required to perform an FCC preventative maintenance check, battery test, travel time, and documentation is 12 hours per tower location associated with simulcast tower locations (25 total), 9 hours per Prime site location (3 total), 9 hours for each of the ASR tower locations (6 total).

Radio site back up battery replacement will be quoted separately on an as needed basis.

- Emergency 24x7x365 onsite corrective maintenance will be provided with up to 4 hours on site response time after receiving a critical alarm dispatch call at the County 911 dispatch center from the SVRCS designated NOC, Motorola Solutions, Inc (MSI). The County 911 dispatch center will dispatch the on-call technician after being notified by the MSI NOC of a radio site equipment alarm. Historically, for the full year of 2022, there was an estimated 131 technical dispatches that required a technician on site at 4 hours per call out.
- Perform FCC required maintenance of all SVRCS radio tower locations once per calendar, collect all measurements, generate PM data sheets, provide the SVRIA with PM data sheets, and file locally as part of the FCC data base. All work will be performed by; or supervised by licensed FCC personnel.
- Manage, maintain, and inventory all spare SVRIA owned RF site equipment.
- Manage and track all Field Replacement Units (FRU) that are exchanged for SVRIA.

- Test all SVRCS FRU spares in the test chassis installed at County Communications prior to deployment and prior to adding FRU to the spares inventory.
- Schedule all maintenance activities with SVRIA and all Santa Clara County stakeholders with advance notice of PM cycles.
- Ensure that all the RF tower locations and equipment is operating on the same ASTRO25 version platform.
- Ensure that all the RF equipment has been updated with all the latest firmware that remedies, or prevents, anomalies as recommend by the manufacturer and are recommend by the System Administrator.
- Partner with the vendor during scheduled bi-annual system wide upgrades to perform upgrade work not provided by the vendor for the RF towers.
- Test radio site back up battery.
- Document all RF site tests and results.
- Perform talk path voice testing. Coordinate testing with the System Administrator.
- Clean cooling equipment fans and equipment.
- Test the redundant simulcast site controller when PM checks are done for the collocated RF equipment. When site controller is rolled, test all talk paths for audio performance.
- Capture diagnostics if issues are encountered.
- Verify the current date and time is programmed into the hardware.
- Ensure all equipment lights are operational and site is alarm free.

## EXHIBIT C

### SCOPE OF WORK FOR REGIONAL SUPPORT FOR BI-DIRECTIONAL AMPLIFIER / DISTRIBUTED ANTENNA SYSTEMS

County will provide technical support and engineering consultation to the Silicon Valley Radio Interoperability Association (SVRIA) to protect and mitigate interference of authorized, certified, and tested Bi-Directional Amplification and Distributed Antenna Systems (BDA/DAS) that are required by SVRIA member entities to be installed and maintained by private building owners for the purpose of assisting to provide reliable public safety communications through use of the Silicon Valley Radio Communication System (SVRCS).

#### **1. Hours of Service**

County will provide engineering consultation and all technical support services during its normal business hours, Monday – Friday from 7:00 a.m. to 3:30 p.m. Technical support for interference issues that impair proper operation of the SVRCS will be available 24 hours per day, 365 days per year and will be automatically engaged when the SVRCS monitoring tools may indicate that interference from a BDA/DAS is an apparent cause of illegal carrier.

#### **2. BDA/DAS Design Consulting**

When requested by a SVRCS member Fire Department or Fire District, County will assist in reviewing design specifications and work with a BDA/DAS contractor of a building under plans review and provide specific interoperation specifications with the SVRCS.

#### **3. BDA/DAS Testing Coordination**

When a BDA/DAS system requires testing with the SVRCS, County will work with either the authorized building contractor or certifier to establish testing dates and schedule necessary County technical resources.

#### **4. BDA/DAS End to End Optimization**

All BDA/DAS systems that are authorized by the SVRIA must be optimized properly with the County before they can be allowed to be placed into operation to ensure that the BDA/DAS systems will not use excessive power or create unnecessary interference or increased receiver noise.

#### **5. BDA Direction Finding (DF)**

When system interference has been determined, County will deploy trained and experienced technical resources to determine the location of interference sources utilizing direction finding equipment.

#### **6. BDA/DAS Vendor and Certifier Radio Programming or Loaner Equipment**

When requested, County will provide radio programming services or SVRIA system equipment to loan for authorized BDA/DAS projects to SVRIA approved contractors.

**7. Creation of and Management of Temporary System Test Talk groups for Installation and Certification Testing**

County will create and delete temporary talk groups that will be used on SVRCS for installing and certifying new BDA/DAS systems.

**8. Inventory Control of Known, Certified, and Operational BDA/DAS Systems within Santa Clara County**

County, in conjunction with the SVRIA, will maintain a database of known, certified BDA/DAS systems that have been authorized to support interoperable communications with SVRCS.

**9. Co-Management and Consultation of BDA/DAS System Code Compliance with SVRCS Member Fire Marshals**

County will provide support to SVRCS member agencies for all code change, development, and compliance matters related to the required use or installation of BDA/DAS systems operating with SVRCS.

**10. Technical Liaison and Support for State of California and Superior Court Facilities and the SVRIA**

County will provide any requested SVRCS member liaison needs between Superior Court and SVRIA, consultation and technical support for technology and code compliance questions related to the SVRCS.

**11. SVRIA Liaison with BDA/DAS Installers, Contractors, and Certifiers**

County will represent the SVRIA and be the primary technical and FCC regulatory compliance liaison with contractors, installers, and certifiers that have clients within Santa Clara County.

**12. National Representation**

County will actively participate in national code development and regulatory actions typically originating from the National Fire Protection Association (NFPA), National Public Safety Telecommunications Council (NPSTC), National Electric Code (NEC), and Federal Communications Commission (FCC) related to BDA/DAS systems interoperating with SVRCS.

**13. Interference**

When it is determined that interference is caused by the operation of an unauthorized BDA/DAS or of an authorized system that may be functioning improperly, County will work directly with the responsible Fire agency to locate the device to attempt to have the device turned off. The Fire agency will then require the building owner to have the device properly repaired and submitted for recertification.


**AGENDA ITEM 6b**



Silicon Valley Regional Interoperability Authority

**Silicon Valley Regional Interoperability Authority  
Working Committee Meeting  
March 13, 2023**

**TO:** Working Committee  
Silicon Valley Regional Interoperability Authority (SVRIA)

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

**SUBJECT:** Review and Recommend Approval by SVRIA Board of Directors: Fiscal Year 2023/24 (FY23/24) Budget

**RECOMMENDATIONS**

Staff recommends that the Working Committee recommend to the Board of Directors:

1. Adoption of the proposed Fiscal Year 2023/2024 (FY23/24) Budget.
2. Adoption of the roll-over of Reserves and unspent budgeted funds from FY22/23 into the Asset Replacement Reserve Funds.
3. Encumbrance authorization for the Executive Director to have Delegated Authority for FY23/24 as needed and access Reserves for previously budgeted and approved project and contract payments authorized in FY22/23, but not yet billed.

**SUMMARY/DISCUSSION**

The proposed FY23/24 Budget is \$5,128,823. The total increase from FY22/23 Budget \$5,068,026 is \$60,797 or a one point two percent (1.2%) increase. The proposed FY23/24 Budget is included in Attachment A.

Included in the FY23/24 Budget is \$156,627 for additional agency consoles. These additional costs are billed directly to the SVRIA agencies who added consoles after the initial system was designed and contracted, resulting in no net increased costs to SVRIA. This includes two new consoles recently added for the San Jose International Airport and one for the San Jose Fire Department. Each Member and Participant agency's proposed assessments are listed in Attachment B. The assessments for each Member or Participant Agency may have increased or decreased more than the 1.2 % overall increase due to the

true-up process where actual radio count is determined resulting in some increases and some decreases for certain agencies due to a change in their total radio unit amount.

In accordance with the SVRIA Joint Powers Authority Agreement, the Working Committee shall ensure that a budget is prepared timely and by March 31 of each year and shall review and recommend the budget to the Board for approval.

The primary increases in the SVRIA budget are due to contractually agreed-to long-term service contracts, supporting Board direction on funding the capital asset replacement program fund, cybersecurity to ensure the integrity of the Silicon Valley Regional Communications System (SVRCS), and increased insurance costs. Cost reductions are in the area of professional services and microwave support and maintenance for a series of routers that at the end of their support lifecycle and are no longer needed.

This year's budget continues to support fiscal restraint while targeting strategic initiatives in the areas of physical site and cybersecurity and long term capital reserve funding. SVRIA will continue to operate with a lean staffing configuration of approximately 36.25 hours per week for the combined contractual workforce of the executive director, general counsel and budget and grant compliance analyst. Total staff equates to slightly less than 1.0 Full Time Equivalent (FTE).

The proposed budget for FY23/24 is attached for your discussion and recommendation to the Board of Directors for adoption. The budget highlights include:

1. Projects and Programs – Physical and Cybersecurity Protection: An additional allocation of \$250,000 is proposed for physical and cybersecurity assessment and protection. SVRIA staff continues to gather reports and recommendations from the U.S. Department of Homeland Security, Cybersecurity and Infrastructure Security Agency (CISA), Security Protective Security Advisors Program and the Cyber Network Defense (CND) Program of the California Military Department (National Guard). This allocation will support previous investments that started in FY22/23.
2. Contract Maintenance: Representing \$3,349,696 (65%) of the total budget, this funds long-term service contracts for:
  - a. 24/7/365 infrastructure monitoring and notification of outages or performance issues
  - b. System upgrade assurance on hardware and software
  - c. Extended warranties on system hardware
  - d. Quarterly cybersecurity software upgrades and patching
  - e. Annual preventative maintenance, routine and emergency maintenance of the radio and microwave systems
  - f. A System Administrator to monitor technical and engineering aspects of the SVRCS. SVRIA pays 80% of the salary of one Senior Communications Systems Technician
3. Battery Replacement Program: Proposal funds the ongoing backup battery replacement program. The backup batteries ensure uninterrupted power to operate

the radio and microwave equipment in the event of power outages. Batteries reach the end of their useful lives in five to ten years depending upon use. Staff has completed battery replacements at 19 sites, with 14 sites left to go. SVRIA continues to face escalating battery costs and extended lead times of six months or more to receive batteries due to global supply chain issues.

4. Insurance Premiums: Updated coverage for system infrastructure to reflect the appropriate values insured. This includes expanded cybersecurity coverage and coverage for the grant-funded site-on-wheels.
5. Site Security: Additional funds are requested for non-capital and ongoing site security features including monitored cameras and alarm systems.
6. Office Expense and Business Travel: Office expenses have been reduced to reflect actual costs and remote work and reduced staff in the office. Nominal business travel of \$2500 is requested for the Executive Director to attend the Association of Public-Safety Communications Officials-International (APCO) Conference in August 2023. This is the first year since 2020 that business travel has been requested.
7. Professional and Specialized Services: Proposal includes reductions in contracted staffing for administrative support services. The Executive Director and Budget and Administrative Analyst continue to be funded as does the contract with the County Controller's Office for banking and invoice services. No other contracted support staff are planned for FY23/24.
8. Operating and Asset Replacement Reserves: Proposal continues the Board's previous policy to allocate \$500K to in reserve funding to support future capital replacement of critical radio system infrastructure and an operating reserve for unanticipated expenses.

When the FY22/23 budget was adopted by the Board of Directors, the Executive Director was given delegated authority to access the Operating Reserves and make any movement necessary when it was time to make previously approved payments for change orders, and system continuity. The Executive Director is seeking the same delegated authority for FY23/24, as needed. With any significant transfer from the Operating Reserves, the Executive Director will communicate details to the Working Committee and the Board and produce a follow-up report documenting the expenditure.

Consistent with the adoption of the FY23/24 budget and continued need to access project funds that remain unspent from FY22/23, staff is requesting any balance in Projects & Programs (GL 5282200) be rolled over into the Operating Budget. The current budget report as of February 8, 2023 is attached for review.

The Reserve Fund Policy was adopted by the Board in June 2020. In FY22/23 the annual funding allocation increased to \$500K and will remain at that amount unless modified by the Board. This fund sets aside money for the capital replacement of the radio system. The current insured value of the assets and infrastructure is \$49 million. The Board Chair is proposing a strategic planning retreat in August or September to plan for long-term capital replacement.

Staff is seeking authority for any unspent funds from the FY23/24 budget be rolled over and placed into Operating Reserve Budget. Unspent funds will not be known until after the closing of the Fiscal Year in June 2023. This will be reported to the Board after the books have been closed on FY 22/23.

One item not included in the budget is potential new revenue. Staff has completed a fee study project for SVRIA-related cost recovery for time and equipment to support the Emergency Responder Radio Coverage Systems (ERRCS) program. ERRCS provide in-building radio coverage in large commercial, industrial and high density residential buildings. These costs are currently passed along from the commercial projects to SVRIA. This included staff time of the executive director to administer the program and direct costs billed to SVRIA under the service contract with Santa Clara County Communications for ERRCS testing and optimization to ensure the new systems do not create radio interference. Staff will bring the proposed new fee forward at the May 2023 Working Committee and Board Meetings.

Under Proposition 26 and Government Code Section 66016, the fee must be fair and reasonable directly linked to actual costs incurred and supported by an objective fee study. If the new fee is adopted by the Board at a later date this year, this added cost recovery will increase SVRIA's revenue. Cost recovery is estimated to be in the \$100,000 range.

The FY24/25 and 25/26 budget estimates in the attachments are provided for reference only and should not be relied upon as they may increase due to factors described above and unknown future financial requirements.

### **FISCAL IMPACT**

The proposed FY23/24 budget will be funded almost entirely through Member and Participant User Fees. The budget is a balanced proposal in that the anticipated revenues equal the anticipated expenditures.

### **ATTACHMENTS**

- A.** FY23/24 Proposed Budget Spreadsheet
- B.** FY23/24 Proposed Member Agency Assessment Spreadsheet
- C.** SVRIA Current Budget Report as of February 8, 2023



Agenda Item 6b: Attachment A

FY 23/24 Proposed Budget Spreadsheet

GLA Budget Line Items	FY21/22 Amended 1/27/2022	FY22/23	FY23/24	FY24/25*	FY25/26*
5255100 Professional & Specialized Services: Contract Executive Director/Analyst/Admin Support/Auditor/Co. Controller Fee	\$361,023	\$342,227	\$350,000	\$381,000	\$381,000
5220100 Insurance Premiums	\$160,000	\$194,310	\$216,000	\$236,000	\$256,000
5231000 Contract Maintenance-Communication: Motorola Services (infrastructure) and Service Upgrade Agreement (SUA)	\$2,129,127	\$2,332,523	\$2,303,696	\$2,261,277	\$2,303,625
5231000 Contract Maintenance-Communication: County Communications Contract (maintenance and BDA testing)	\$531,547	\$558,124	\$596,000	\$625,800	\$657,090
5231000 Contract Maintenance : AVIAT Microwave ECOMM Contract	\$507,140	\$461,036	\$450,000	\$607,244	\$619,368
5245100 Memberships, Dues and Fees	\$14,500	\$14,500	\$14,500	\$14,500	\$14,500
5250100 Office Expenses	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000
5255600 External Email and Web Hosting Services	\$11,000	\$6,000	\$10,000	\$11,000	\$11,000
5255800 Legal Expenses	\$65,000	\$65,000	\$65,000	\$65,000	\$65,000
5270100 Site Leases	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
5270100 Utilities	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
5270100 Site Security	\$10,000	\$10,000	\$50,000	\$50,000	\$50,000
5282200 Projects & Programs	\$603,812	\$330,000	\$300,000	\$376,000	\$376,000
5285800 Business Travel	\$0	\$0	\$2,500	\$2,500	\$2,500
5350100 Miscellaneous Expenses (Battery Replacement)	\$50,000	\$100,000	\$100,000	\$100,000	\$100,000
5350300 Operating Expense	\$10,000	\$10,000	\$5,000	\$10,000	\$10,000
5350400 Services and Supplies	\$2,500	\$2,000	\$2,500	\$2,500	\$2,500
Addition to Reserves - Operating Reserves	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
5701000 Addition to Reserves - Asset Replacement	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000
<b>Sub-Total For Billable Agency Percentage</b>	<b>\$4,962,649</b>	<b>\$4,932,720</b>	<b>\$4,972,196</b>	<b>\$5,249,821</b>	<b>\$5,355,583</b>
Motorola - Agency Additional Consoles	\$106,733	\$135,306	\$156,627	\$156,627	\$159,594
<b>Total Budget</b>	<b>\$5,069,382</b>	<b>\$5,068,026</b>	<b>\$5,128,823</b>	<b>\$5,406,448</b>	<b>\$5,515,177</b>

\*Future Budget estimates are provided for reference only and may increase due to unexpected or unplanned for expenses or programs

**Agenda Item 6b: Attachment B  
FY 23/24 Proposed Member Agency Assessment Spreadsheet**

Agency	User Count		Operations and Maintenance (FY21/22)	Operations and Maintenance (FY22/23)	Operations and Maintenance (FY23/24)	Operations and Maintenance (FY24/25)	Operations and Maintenance (FY25/26)
San Jose	3,250	27.25%	\$ 1,210,204	\$ 1,342,935	\$ 1,354,879	\$ 1,429,720	\$ 1,458,519
Santa Clara County	3,007	25.21%	1,119,718	1,242,525	1,253,575	1,322,821	1,349,467
VTA	1,500	12.58%	558,556	619,816	625,329	659,871	673,163
Santa Clara	920	7.71%	342,581	380,154	383,535	404,721	412,873
Palo Alto	763	6.40%	284,119	315,280	318,084	335,654	342,415
Sunnyvale	524	4.39%	195,122	216,522	218,448	230,515	235,158
Mountain View	340	2.85%	126,606	140,492	141,741	149,571	152,584
Gilroy	292	2.45%	108,732	120,658	121,731	128,455	131,042
Milpitas	292	2.45%	108,732	120,658	121,731	128,455	131,042
Campbell	112	0.94%	41,706	46,280	46,691	49,270	50,263
Valley Water	200	1.68%	74,474	82,642	83,377	87,983	89,755
Los Gatos	151	1.27%	56,228	62,395	62,950	66,427	67,765
Morgan Hill	203	1.70%	75,591	83,882	84,628	89,303	91,101
Los Altos	90	0.75%	33,513	37,189	37,520	39,592	40,390
San Jose State	140	1.17%	52,132	57,850	58,364	61,588	62,829
EVC/SJCC	31	0.26%	11,543	12,810	12,923	13,637	13,912
Foothill/DAC	36	0.30%	13,405	14,876	15,008	15,837	16,156
West Valley/Mission	30	0.25%	11,171	12,396	12,507	13,197	13,463
South County Fire	46	0.39%	17,129	19,008	19,177	20,236	20,644
<b>Subscriber Unit Count</b>	<b>11,927</b>	<b>100.00%</b>					
	11,927		\$ 4,441,264	\$ 4,928,366	\$ 4,972,196	\$ 5,246,854	\$ 5,352,540
<b>Sub-Total for Billable Agency Percentage</b>			<b>\$ 4,441,264</b>	<b>\$ 4,928,366</b>	<b>\$ 4,972,196</b>	<b>\$ 5,246,854</b>	<b>\$ 5,352,540</b>
<b>Agency Add Consoles</b>							
Los Gatos			\$ 3,600	\$ 3,675	\$ 3,752	\$ 3,833	\$ 3,915
San Jose			43,182	44,086	59,201	60,263	61,348
SJSU			11,392	11,638	11,891	12,152	12,420
Santa Clara Co. Corrections			34,943	35,507	36,086	36,680	37,290
VTA			29,085	29,691	30,315	30,957	31,618
Evergreen College			13,104	13,402	13,710	14,026	14,352
Mountain View				1,661	1,672	1,683	1,694
Total Add'l console cost			135,306	139,660	156,627	159,594	162,637
<b>Budget Total</b>			<b>\$4,576,570</b>	<b>\$5,068,026</b>	<b>\$ 5,128,823</b>	<b>\$ 5,406,448</b>	<b>\$5,515,177</b>

**Agenda Item 6b: Attachment C SVRIA Current Budget Report as of February 8, 2023**

GLA	Account Description (County)	BudRoll	FY 22/23 Original Budget	FY 22/23 Amended Budget	FY 22/23 Modified Budget	YTD Actual	Pre-Encumbranc	Encum	Parked	Avail Budg
4301100	Interest-Deposits	\$ -	\$ -	\$ -	\$ -	\$ (11,786.83)	\$ -		\$ -	\$ (11,786.83)
4422300	State - Other Grants and Aids									
4813050	Local Contributions	\$ -	\$ -	\$ -	\$ -	\$ (5,068,026.00)	\$ -		\$ -	\$ (5,068,026.00)
	<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (5,079,812.83)</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ (5,079,812.83)</b>
5220100	Insurance Premiums	\$ -	\$ 194,310.00		\$ 194,310.00	\$ 190,475.18	\$ -		\$ -	\$ 3,834.82
5231000	Contract Maintenance	\$ -	\$ 3,347,329.00		\$ 3,347,329.00	\$ 3,045,847.09	\$ -		\$ -	\$ 301,481.91
5245100	Membership Dues and Fees	\$ -	\$ 14,500.00		\$ 14,500.00	\$ 7,634.00	\$ -		\$ -	\$ 6,866.00
5250100	Office Expense	\$ -	\$ 2,000.00		\$ 2,000.00	\$ 569.67	\$ -		\$ -	\$ 1,430.33
5250700	Printing - External									\$ -
5255100	Prof & Specialized Svc		\$ 342,227.00		\$ 342,227.00	\$ 135,548.92				\$ 206,678.08
5255500	Contract Services	\$ -			\$ -		\$ -		\$ -	\$ -
5255600	Data Processing-Ext	\$ -	\$ 6,000.00		\$ 6,000.00	\$ 2,400.00	\$ -		\$ -	\$ 3,600.00
5255800	Legal Expenses	\$ -	\$ 65,000.00		\$ 65,000.00	\$ 16,602.00	\$ -		\$ -	\$ 48,398.00
5270100	Bldg & Improvements	\$ -	\$ 15,000.00		\$ 15,000.00	\$ 1,124.00	\$ -			\$ 13,876.00
5282200	Projects and Programs	\$ 400,085.64	\$ 469,660.00		\$ 869,745.64	\$ 231,753.91				\$ 637,991.73
5285800	Business Travel		\$ -		\$ -		\$ -		\$ -	\$ -
5350100	Miscellaneous Expense - Others		\$ 100,000.00		\$ 100,000.00	\$ 73,719.51	\$ -		\$ -	\$ 26,280.49
5350300	Operating Expenses - Other		\$ 10,000.00		\$ 10,000.00				\$ -	\$ 10,000.00
5350400	SVS and Supplies - Other		\$ 2,000.00		\$ 2,000.00		\$ -		\$ -	\$ 2,000.00
5800010	Trust Fund - Disbursements									
	<b>Other Expenses</b>	<b>\$ 400,085.64</b>	<b>\$ 4,568,026.00</b>	<b>\$ -</b>	<b>\$ 4,968,111.64</b>	<b>\$ 3,705,674.28</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,262,437.36</b>
	Addition to Reserves		\$ 500,000.00		\$ 500,000.00					\$ 500,000.00
1305000	Equipment & Furniture	\$ -	\$ -		\$ -					\$ -
	Total Equipment & Furniture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -
	<b>Total Budget/Actual Net</b>	<b>\$ 400,085.64</b>	<b>\$ 5,068,026.00</b>	<b>\$ -</b>	<b>\$ 5,468,111.64</b>	<b>\$ (1,374,138.55)</b>	<b>\$ -</b>		<b>\$ -</b>	<b>\$ (3,817,375.47)</b>
5570000	Depreciation Expense					\$ 346,269.59				\$ (346,269.59)
5580100	AUC Transfer									\$ -

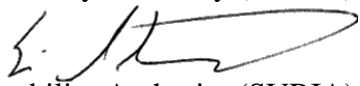
**AGENDA ITEM 6c**



Silicon Valley Regional Interoperability Authority

**Silicon Valley Regional Interoperability Authority  
Working Committee  
March 13, 2023**

**TO:** Working Committee  
Silicon Valley Regional Interoperability Authority (SVRIA)

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

**SUBJECT:** Review and Recommend Acceptance by the SVRIA Board of Directors of the Annual Audit and Financial Statements ending June 30, 2022

**RECOMMENDATIONS**

Review and recommend that the Board of Directors accept the SVRIA Audit and Financial Statements ending June 30, 2022 for Fiscal Year 2021/2022 (FY21/22)

**SUMMARY/DISCUSSION**

In accordance with the SVRIA Joint Powers Agreement, Article 7.2, an annual audit of its financial affairs is required. A third party Certified Public Accountant firm must conduct the audit. SVRIA's annual audit is coordinated with the Santa Clara County Controller-Treasurer's Office. The County serves as SVRIA's fiscal agent for financial transactions and administration.

Moss, Levy & Hartzheim, LLP, a CPA firm with extensive local government and special district auditing experience conducted the FY21/22 Audit. The audit followed applicable Government Auditing Standards. Moss, Levy & Hartzheim prepared the attached Audit Report for the Working Committee review and recommendation to the Board to accept the findings.

The Auditor's scope of work was to audit SVRIA's financial statements of the governmental activities and the major funds of the SVRIA for the fiscal year ending June 30, 2022. The related notes to the financial statements, which collectively comprise the Authority's basic financial statements are listed in the table of contents.

The overview of the audit, responsibilities of management, the auditor, matters of emphasis, and other mandated Government Auditing Standards are located on pages one and two. The important item to note is the Auditor's Overall Opinion. It states:

In our opinion, the financial statements found that the financial statements referred to present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the Silicon Valley Regional Interoperability Authority, as of June 30, 2022, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

In accordance with Government Auditing Standards, The auditor has also issued the report on their consideration of the Silicon Valley Regional Interoperability Authority's internal control over financial reporting and on the auditor's tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters.

The purpose of the report is also to describe the scope of the auditor's testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. The report is an integral part of an audit performed in accordance with Government Auditing Standards in considering SVRIA's (Authority) internal control over financial reporting and compliance.

The annual audit is filed with the Santa Clara County Controller-Treasurer's Office and the State of California Controller's Office.

### **FINANCIAL HIGHLIGHTS**

- The assets of the Authority exceeded liabilities by \$29,071,127 (net position) for the fiscal year reported, of this amount, \$23,827,691 is net investment in capital assets, and \$5,243,436 may be used to meet ongoing obligations to residents and vendors.
- The Authority's total net position decreased by \$3,849,536 during the fiscal year. The reason for this decrease was due to the continued depreciation of the Authority's capital assets and an investment loss of \$138,215. SVRIA's unrestricted funds are invested in a shared pool administered by Santa Clara County. The County's investment pools are managed in accordance with state law with the primary objectives of offering participants maximum security, liquidity, and optimized returns with minimal risk.
- As of June 30, 2022, the Authority's governmental fund reported an ending fund balance of \$5,243,436. This increased by \$559,461 from the previous year due to staff's fiscal restraint. Any unspent budget is added to operational reserves to support long-term capital infrastructure replacement. In addition, the Board policy directs that the annual budget includes \$100,000 for an Operational Reserve and \$400,000 for a Capital Replacement Reserve.

**FISCAL IMPACT**

The approved budget includes funding for this required professional service.

**ATTACHMENTS**

- A.** See separate file titled: Audit Report and Financial Statements ending June 30, 2022 including the Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards