



Silicon Valley Regional Interoperability Authority

**REVISED BOARD OF DIRECTORS REGULAR MEETING AGENDA
MAY 11, 2023, 4:00 PM**

In-Person Meeting Location

**City of Santa Clara Police Department
Community Room, 1st Floor
601 El Camino Real
Santa Clara CA. 95050**

Director Stone Teleconference from:

**City of Palo Alto City Hall
First floor, Council Conference Room
250 Hamilton Avenue
Palo Alto, CA 94301**

The public is encouraged to participate in-person or online. Online meeting participation may be found at:

Topic: SVRIA: Board of Directors Meeting
Time: May 11, 2023 04:00 PM Pacific Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/82071445071?pwd=SldRNE5WMGxBbEVyYU53dmZ4L29FZz09>

Meeting ID: 820 7144 5071

Passcode: 417761

One tap mobile

+16699009128,,82071445071#,,,*417761# US (San Jose)

+16694449171,,82071445071#,,,*417761# US

Dial by your location

+1 669 900 9128 US (San Jose)

+1 669 444 9171 US

Meeting ID: 820 7144 5071

Passcode: 417761

Find your local number: <https://us02web.zoom.us/j/82071445071>

1. Call to Order

2. Roll Call

Chair Russ Melton City of Sunnyvale Council Member	Santa Clara Cities Association Selection	P / A
Vice Chair Karen Hardy City of Santa Clara Council Member	Representing the Central Cities of Milpitas, Santa Clara, and Sunnyvale	P / A
Otto Lee Santa Clara County Supervisor	Representing the County of Santa Clara	P / A
Bob Jonsen Santa Clara County Sheriff	Representing the County of Santa Clara	P / A
Sylvia Arenas Santa Clara County Supervisor	Alternate – Representing the County of Santa Clara	P / A
Greer Stone City of Palo Alto Vice Mayor	Representing the Northwest Cities of Palo Alto, Mountain View and Los Altos	P / A
Lisa Matichak City of Mountain View Council Member	Alternate – Representing the Northwest Cities of Palo Alto, Mountain View and Los Altos	P / A
Dan Furtado City of Campbell Council Member	Representing SW Cities of Campbell, Cupertino, Monte Sereno, Saratoga, and Los Gatos	P / A
Yan Zhao City of Saratoga Vice Mayor	Alternate - Representing SW Cities of Campbell, Cupertino, Monte Sereno, Saratoga, and Los Gatos	P / A

Matthew Hudes Town of Los Gatos Council Member	Alternate - Santa Clara Cities Association Selection	P / A
Pam Foley City of San Jose Council Member	Representing the City of San Jose	P / A
Omar Torres City of San Jose Council Member	Representing the City of San Jose	P / A
Bien Doan City of San Jose Council Member	Alternate - Representing the City of San Jose	P / A
Domingo Candelas City of San Jose Council Member	Alternate - Representing the City of San Jose	P / A
Tom Cline City of Gilroy Council Member	Representing the South County Cities of Gilroy and Morgan Hill	P / A
Mark Turner City of Morgan Hill Mayor	Representing VTA	P / A
Richard Bertalan VTA, Chief Information Technology Officer	Representing VTA	P / A
TBD City of Milpitas Council Member	Alternate - Representing the Central Cities of Milpitas, Santa Clara, and Sunnyvale	P / A

3. Swearing-in of new Board Members

Board Secretary will administer the oath of office and swear in new Directors (if any).

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.

5. Action on Consent Calendar

- a. Review and Approve Meeting Minutes from the Regular Meeting of March 23, 2023.

6. Executive Director and General Counsel Updates and Presentations (Verbal reports unless indicated)

- a. Legislative Update: Law Enforcement Radio Encryption – SB719 (Senator Becker)
- b. Working Committee Meeting Updates on Department of Homeland Security Assessment

c. General Counsel Announcement

7. Board Chair Memo on Ad Hoc Subcommittee for General Counsel Recruitment

8. Action Items

- a. Approve Amendment to the Maintenance Agreement Between Aviat U.S., Inc. and the SVRIA for Services for Maintenance, Technical Support and Monitoring of the SVRIA ECOMM Microwave Network
- b. Approval of Agreement with Law Offices of Gary M. Baum for General Counsel Services for July 1, 2023 – June 30, 2024

9. Member Agency Announcements and any Future Items for Discussion

10. 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, 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 5a



Silicon Valley Regional Interoperability Authority

DRAFT REGULAR MEETING MINUTES

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

**March 23, 2023
Santa Clara Police Department
Community Room, 1st Floor
601 El Camino Real
Santa Clara, CA**

1. Call to Order

➤ Chair Melton called the meeting to order at 4:04 pm

2. Roll Call

Chair Russ Melton City of Sunnyvale Council Member	Santa Clara Cities Association Selection	P / A
Vice Chair Karen Hardy City of Santa Clara Council Member	Representing the Central Cities of Milpitas, Santa Clara, and Sunnyvale	P / A
Otto Lee Santa Clara County Supervisor	Representing the County of Santa Clara	P / A
Bob Jonsen Santa Clara County Sheriff	Representing the County of Santa Clara	P / A
Sylvia Arenas Santa Clara County Supervisor	Alternate – Representing the County of Santa Clara	P / A
Greer Stone City of Palo Alto Vice Mayor	Representing the Northwest Cities of Palo Alto, Mountain View and Los Altos	P / A Arrived at 4:31 pm
Lisa Matichak City of Mountain View Council Member	Alternate – Representing the Northwest Cities of	P / A

	Palo Alto, Mountain View and Los Altos	
Dan Furtado City of Campbell Council Member	Representing SW Cities of Campbell, Cupertino, Monte Sereno, Saratoga, and Los Gatos	P / A
Yan Zhao City of Saratoga Vice Mayor	Alternate - Representing SW Cities of Campbell, Cupertino, Monte Sereno, Saratoga, and Los Gatos	P / A
Matthew Hudes Town of Los Gatos Council Member	Alternate - Santa Clara Cities Association Selection	P / A
Pam Foley City of San Jose Council Member	Representing the City of San Jose	P / A Arrived via teleconference at 4:17 pm. Announced a just cause circumstance. Participation approved by Board
Omar Torres City of San Jose Council Member	Representing the City of San Jose	P / A
Bien Doan City of San Jose Council Member	Alternate - Representing the City of San Jose	P / A
Domingo Candelas City of San Jose Council Member	Alternate - Representing the City of San Jose	P / A
Tom Cline City of Gilroy Council Member	Representing the South County Cities of Gilroy and Morgan Hill	P / A
Mark Turner City of Morgan Hill Mayor	Representing VTA	P / A
Richard Bertalan VTA, Chief Information Technology Officer	Representing VTA	P / A
TBD City of Milpitas Council Member	Alternate - Representing the Central Cities of Milpitas, Santa Clara, and Sunnyvale	P / A

There are six directors present and in person at 4:04 pm. There is a quorum. A seventh director arrived remotely at 4:17 pm, and an eighth director arrived in person at 4:31 pm for a total of eight directors.

3. Swearing-in of new Board Members

- Secretary of the Board swore in two new Board Members: Directors Furtado and Turner.
- Chair Melton welcomed the two new Board Members and shared his enthusiasm for the opportunities to serve the radio authority and community.

4. Public Comment

- No members of the public were present. No members of the public have commented through the Board Members. No public comment.

5. Action on Consent Calendar

a. Review and Approve Meeting Minutes from the Regular Meeting of February 2, 2023

- No public comment
- Motion to approve Director Turner, Vice Chair Hardy second. General Counsel advised that the new directors could vote on the minutes even if they had not attended the previous meeting. Roll call vote taken, Aye: 6, No: 0. Motion Carries.

6. Executive Director Updates and Presentations

a. COVID State of Emergency Declaration ended February 28, 2023. Future meeting options and Brown Act compliance

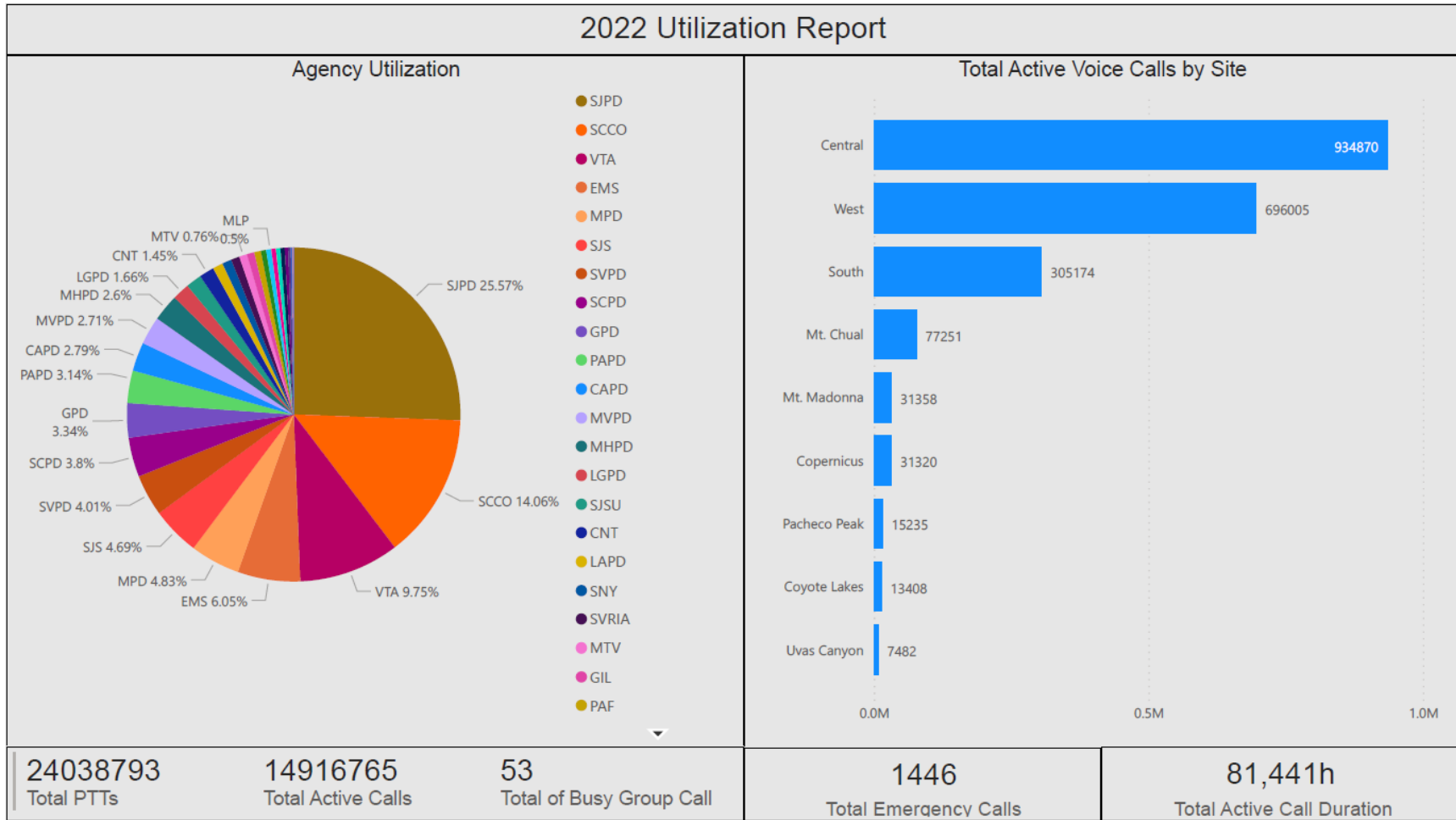
- The Working Committee and Board will meet in-person
- If there is a need for individual members to meet remotely, there are requirements under the Brown Act to do so including:
 - Majority of the Board must be in-person (six)
 - Individual directors may meet remotely if these items are met:
 - Post agenda on SVRIA website and at the location address that the committee member is calling in from. The remote address must be on the agenda.
 - Remote location must be publicly accessible including ADA requirements
 - There are “just cause” circumstances that allow remote participation including illness of committee members, caring for family members. That must be announced by the committee member participating remotely and voted on by the rest of the committee to approve. This can only be used 20% of the meetings (once per year)

- General Counsel available to answer questions from Directors on how to best comply.

b. Physical and Cybersecurity Update – Partnership with Department of Homeland Security (DHS) for Critical Infrastructure Assessment. First of four reports received. Executive Director is proposing a special meeting (closed session) to review the findings and prioritize modifications.

- The Executive Director is meeting with the Working Committee first and will bring forward the priority items for the board to consider. There is \$300K allocated in the FY22/23 Budget and additional funds will be proposed in the FY23/24 Budget.
- d. Main Jail: Bi-Directional Antenna (BDA) project in the sallyport receiving area
 - Long-established project to improve radio communication inside the county jail. SVRIA is paying for the BDA in the jail receiving area (Sallyport). The decision was made for SVRIA to pay for improved communication there because all members use the Sallyport area where people in detention are brought for booking. SVRIA has paid approximately \$17K for the BDA project. All other areas within the jail needing BDAs are the responsibility of the Sheriff's Office and those costs will be paid by the County.
- d. SVRCS Utilization Report for Calendar Year 2022 and comparison to Calendar Year 2021 (Attachment 6d). Executive Director Report for Calendar Year (CY22 and CY21) are attached.
 - The Executive Director presented the usage statistics and compared them to CY2021.
 - The system is being widely used; the total number of push-to-talks (PTT) increased to 24 million.
 - There are opportunities for training our users as there were far fewer calls made (14.9 million) than PTT.
- e. SVRCS performance during recent weather events
 - The radio system continues to perform extremely well during recent rain and wind events. The primary issue (minor) has been keeping the generators fueled, especially remote sites that are difficult to access. Staff continue to remind members who have sites on their property to fuel up the backup generators. Some sites have received significant amounts of rain and wind, and the sites have been on generator power for extended periods of time.
 - 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.
 - County Communications staff noted the challenges of getting propane fuel trucks into some of the hard to reach sites, and the lengths they have gone to improve the roads.
 - Commercial communications at shared sites (cellular) have lost power and connectivity while the SVRCS has remained operational.
 - Chair Melton complimented staff for the system's performance during the storm. Chair noted that over the last 10 years and approximately \$50 million investment, and now the focus is on preventing what could go wrong. He appreciates the work from all of staff.
 - No public comments

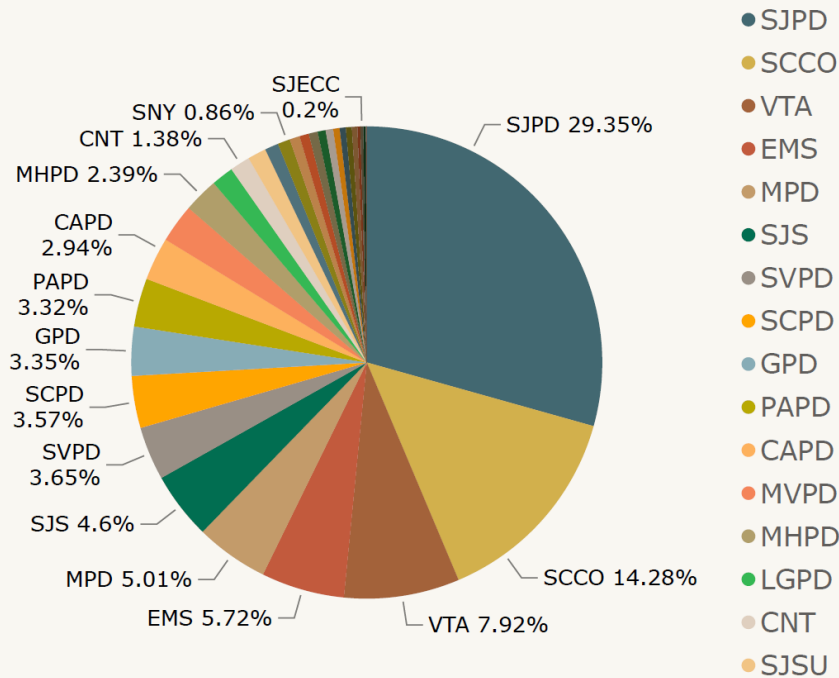
AGENDA ITEM 6d: SVRCS Utilization Report for Calendar Year (CY) 2022 and Comparison to CY 2021



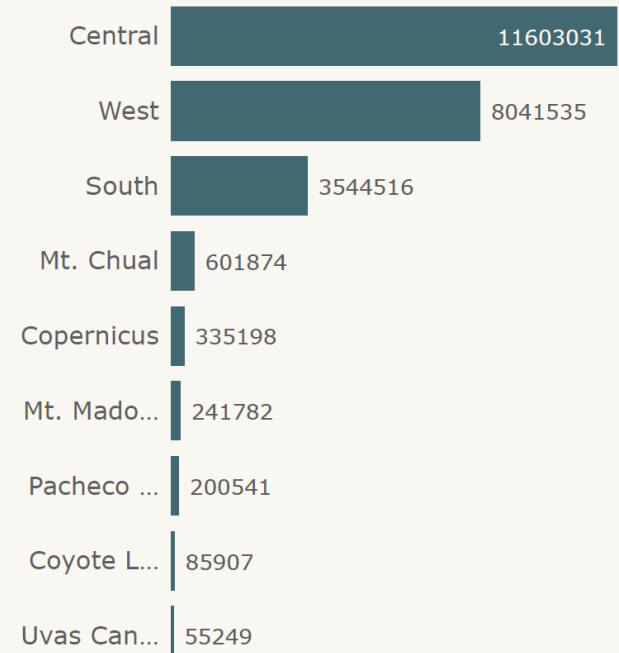
Agency	Total PTTs	Total Active Calls	Total of Busy Group Call	% Total of Active Calls
SJPD	7363712	3814427	0	25.57%
SCCO	3292628	2097809	0	14.06%
VTA	2283703	1453794	0	9.75%
EMS	1317494	902578	0	6.05%
MPD	1157113	721029	0	4.83%
SJS	1074601	699759	0	4.69%
SVPD	862777	598657	0	4.01%
SCPD	867655	567327	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%
Total	24038793	14916765	53	100.00%

2021 Utilization Report

Agency Utilization



Total Active Voice Calls by Site



23471160	15021477	16	2183
Total PTTs	Total Active Calls	Total Busy Calls	Emergency Calls

31305:58:16
Total Active Call Duration

Agency	Total Push To Talks	Total Active Calls	Busy Group Calls	Emergency Calls	% Total Active Calls
SJPD	7666651	4408412	0	1083	29.35%
SCCO	3217703	2145758	4	307	14.28%
VTA	1842629	1189903	1	281	7.92%
EMS	1246476	858672	11	29	5.72%
MPD	1202780	752297	0	1	5.01%
SJS	1079687	690935	0	10	4.60%
SVPD	800027	548438	0	21	3.65%
SCPD	829846	536012	0	41	3.57%
GPD	725943	502757	0	60	3.35%
PAPD	688205	499364	0	10	3.32%
CAPD	587581	442294	0	188	2.94%
MVPD	579549	396782	0	26	2.64%
MHPD	558197	358533	0	30	2.39%
LGPD	326560	228153	0	8	1.52%
CNT	296336	207648	0	12	1.38%
SJSU	290261	190211	0	0	1.27%
LAPD	204429	140428	0	9	0.93%
SNY	215939	128665	0	1	0.86%
GIL	152337	104407	0	4	0.70%
MTV	129876	96395	0	5	0.64%
SVRIA	131541	92448	0	0	0.62%
PAF	105210	82757	0	12	0.55%
SNC	119370	76899	0	18	0.51%
Palo Alto UTL	88072	66973	0	7	0.45%
Silicon Valley Power	83818	62098	0	3	0.41%
MLP	87388	62052	0	0	0.41%
Sunnyvale PW	76449	56371	0	10	0.38%
FootHill - De Anza	48652	30193	0	1	0.20%
SJECC	45522	29462	0	0	0.20%
Santa Clara PW	34005	28113	0	0	0.19%
San Jose Muni Water	6268	4767	0	0	0.03%
Milpitas PW	1713	1391	0	0	0.01%
MRG	764	692	0	0	0.00%
Palo Alto PW	776	678	0	6	0.00%
Morgan Hill PW	577	497	0	0	0.00%
WEST VALLEY	19	18	0	0	0.00%
Palo Alto LG	4	4	0	0	0.00%
Total	23471160	15021477	16	2183	100.00%

7. Action Items

- a. Renewal of 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.

- Sheriff Jonsen recused himself and noted as the elected Sheriff that he did not want an appearance of conflict because the contract agreement is with the County of Santa Clara Communications. He stepped outside of the room for the discussion and vote.
- The Executive Director presented a staff report and highlighted the consistent, dependable service SVRIA and its members receive from County This is a renewal of a previously open and competitively bid contract that was awarded to County Communications in 2018.
- Contract separated into two fiscal items. The first is for equal monthly payments for system administration, on call, technical support, and ongoing maintenance and repair of current SVRIA equipment not supported by the Motorola and Aviat maintenance agreements. The second part supports monthly calculated rates for BDA costs that County Communications bills SVRIA. In the near future, the Executive Director will be bringing a fee study forward to begin collecting BDA fees to cover staff and direct costs incurred by SVRIA.
- An optional scope is also included in the agreement. This scope would be triggered if Motorola fails to perform RF and preventative maintenance under its current agreement with SVRIA. There have been significant customer service issues in the last year. While Motorola's service has improved, if there are future issues, SVRIA wants to have an optional plan in place.
- The contract will go to the Board of Supervisors in June for their approval.
- The Working committee voted unanimously to recommend Board approval of the extension. Working Committee Chair Smith highlighted the excellent service and relationships between County Communications, San Jose, and SVRIA.
- Vice Chair Hardy asked about potential other options besides the County. Two interested parties originally expressed interest, Motorola. Only one bid from the County was submitted in 2018.
- Director Stone asked about the option scope. Scope is included, but cost is not included. Discussed removing the scope from Motorola. General Counsel explained the process to remove the tasks from the Motorola agreement. Also asked about the deficiency threshold clause with Motorola.
- Director Turner inquired about Motorola's response to our concerns. Motorola's response has been appropriate, but staff does not want to go through this again.
- Chair Melton asked about the dollar amounts. The amount is split into two costs, one monthly fixed cost for service, maintenance and system administration. The second, variable cost, is associated with BDA projects so SVRIA could recover costs from new building projects. Chair Melton noted his appreciation for holding Motorola accountable for fulfilling the contract.

- No public comments

➤ Motion to approve Director Turner, Director Stone second. No additional comments. Roll Call Vote Taken. Aye: 7, No: 0, Recusals: 1. Motion Carries.

b. SVRIA Proposed Budget: Fiscal Year 2023/24 (FY23/24)

i. Budget Overview Presentation by Executive Director

- The Executive Director presented a staff report, PowerPoint presentation and budget summary and recommendations for FY23/24.
- A proposed budget increase of 1.2% for FY23/24.
- 65% of the budget is committed to long-term service, maintenance and upgrade contracts.
- Additional radios have been added to the system which adjusted the members' contribution rates. In some cases, the rate is lower this year when compared to the estimate presented last year.
- Proposed budget funds key strategic initiatives including continued physical and cybersecurity initiatives and Board-directed capital reserve funding.
- SVRIA is sensitive to our members' fiscal constraints.
- Director Stone appreciated the cybersecurity funding. He inquired about future budget estimates if they included the revenue offset for the ERRCS (BDA) cost recovery program. The future budget estimates did not include any BDA cost recovery revenue.
- BDA cost analysis is completed. Staff will be coming back with the cost study and a proposed fee structure.
- Chair Melton also supported the additional cybersecurity funding and inquired if it was going to be enough. Staff did not know at this point as the DHS reports are still not fully returned. The investment is a great start. If the needs of the project are greater than the funding, staff will return to the Board for a reallocation of funds out of the reserves.

- No public comments

➤ Motion to approve Vice Chair Hardy, Director Turner second. No additional comments. Roll Call Vote Taken. Aye: 8, No: 0. Motion Carries.

c. Acceptance of Annual Audit of Financial Statements for period ending June 30, 2022

- The Executive Director presented a staff report and the audit of financial statements ending June 30, 2022 from the firm Moss, Levy & Hartzheim LLP.
- The audit is clean, there were no deficiencies noted and SVRIA's financial statements and practices comply with all government accounting and reporting requirements.
- In the auditor's opinion, the financial statements are 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.

- This was the first year the auditor sampled credit card usage. The Executive Director provided past history of credit card usage and challenges in purchasing services and supplies. Due to the small size of the SVRIA and business practices of the County Controller and Treasurer's Office and Wells Fargo Bank, it took five months to secure a credit card. The auditor examined every single transaction since SVRIA received the credit card in early 2021. All complied with appropriate use and business practices.
- Capital assets are being depreciated and the net value of SVRIA is getting smaller and is expected. The ending fund balance continues to increase due to the Board's asset replacement policy to delegate \$500K as well as staff's fiscal management and any fund carryover into the asset replacement fund. The ending fund balance as of June 30, 2022 is \$5,243,436.
- No public comments
- Motion to approve Vice Chair Hardy, Director Furtado second. No additional comments. Roll Call Vote Taken. Aye: 7, No: 0. Motion Carries.

8. Future Items for Discussion

- Vice Chair Hardy shared that Levi Stadium has been selected to host several FIFA World Cup Games in July 2026, and that City of Santa Clara planning has already begun. Noted that security and communications would be paramount. The Vice Chair noted that these events would be of similar magnitude as Super Bowl 50 and spread out over the course of a month. Staff advised that SVRIA is already working with the City to support radio infrastructure needs.
- Chair Melton shared some preliminary thoughts on a half-day Board retreat for the fall of 2023 to focus on what's next, especially long range financial and asset replacement over the next five years. The Chair noted that he is already working with the Executive Director on the retreat planning

9. Adjournment

- Chair Melton adjourned the meeting at 5:17 pm

AGENDA ITEM 7



Silicon Valley Regional Interoperability Authority

**Silicon Valley Regional Interoperability Authority
Board of Directors
May 11, 2023**

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

FROM: Russ Melton, Board Chair

SUBJECT: Informational Report: Appointment of Ad Hoc Advisory Subcommittee
for General Counsel Recruitment

EXECUTIVE SUMMARY

This is an informational report for the Board of Directors. No action by the Board is necessary. After receiving notice that the General Counsel would like to retire after the July 2023 meeting, the Chair has been working with the Executive Director and General Counsel to determine the appropriate process to recruit a new General Counsel for SVRIA.

Chair Melton has appointed: Vice Chair Karen Hardy, City of Santa Clara Council Member, Pam Foley, San Jose City Council Member, Richard Bertalan, VTA Chief Information Technology Officer and Board Member and himself to an Ad Hoc Advisory Subcommittee for General Counsel Recruitment.

SUMMARY/DISCUSSION

SVRIA's current General Counsel, Gary Baum informed the Executive Director and Board Chair in late March that he wished to retire after the July 2023 meeting. Gary has agreed to assist in any way possible to create a smooth transition. The Board Chair has appointed an Ad Hoc Subcommittee to work on the recruitment.

The Ad Hoc Subcommittee will determine the exact schedule and steps to be taken in the recruitment. However, the following process is likely to be utilized. It is anticipated that an informal RFP will be used to find experienced and viable candidates. After screening resumes from at least five (5) candidates some or all will be interviewed by the Ad Hoc Subcommittee. The Ad Hoc Subcommittee will then forward one or more General Counsel candidates for an interview by the entire Board of Directors for their selection of the best candidate. This would probably require a special meeting in June or July. It is likely that the

appointment would be required to be made at a regular meeting of the Board of Directors. The goal would be for the approval of the Agreement with the new General Counsel and the appointment, effective August 1, 2023, would be done at the July 27, 2023 meeting.

The May 11, 2023 agenda includes an extension of the General Counsel Agreement with the Law Offices of Gary M. Baum that will allow the current General Counsel to work after his current agreement expires on June 30, 2023.

FINANCIAL IMPACT

The FY 2023-2024 budget includes the budget line item of \$65,000 for legal expenses. It is anticipated that the new General Counsel should be able to stay within the previous budget line item, even with the time required by the former General Counsel for the transition. The Executive Director will continue to monitor legal costs closely to ensure that they remain as low as possible.

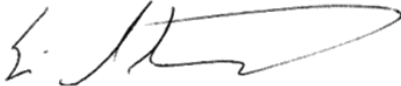
AGENDA ITEM 8a



Silicon Valley Regional Interoperability Authority

**Silicon Valley Regional Interoperability Authority
Board of Directors
May 11, 2023**

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

FROM: Eric Nickel, Executive Director 

SUBJECT: Approve Amendment to the Maintenance Agreement Between Aviat U.S., Inc. and the SVRIA for Services for Maintenance, Technical Support and Monitoring of the SVRIA ECOMM Microwave Network

RECOMMENDATION

Review and recommend to the Board of Directors authorizing the Executive Director to execute a 2-year contract extension from July 1, 2023 to June 20, 2025 with Aviat U.S., Inc. for monitoring and maintaining the ECOMM Network for a not-to-exceed two year total of \$888,497.

SUMMARY/DISCUSSION

The Working Committee heard and recommended Board approval on April 26, 2023. The vote was 10 Aye and 0 No. While this is an extension of a previous agreement, the value requires approval by the Board of Directors.

The original agreement in July 2014 was part of a request for proposals and a solicited, open bid that was awarded to Aviat. They have been a dependable and competent partner in helping ensure that the ECOMM microwave system is managed effectively. Aviat has been the service and maintenance provider since the inception of the ECOMM network.

Aviat will continue to maintain the software comprising the existing ECOMM Digital Microwave System. The Aviat Network Operations Center (NOC) will provide 24/7/365 monitoring of the network and will initiate repairs with the County Technicians based upon the reporting received from the system through the NOC. The Aviat Networks agreement also includes warranty and replacement for parts and Network Administration (engineering support).

The Aviat contract will continue to provide the same level of service for a two-year term beginning July 1, 2023, and ending June 30, 2025. The only minor change resulting in a \$15,009 reduction in cost is that Aviat will no longer support Juniper Switches. This hardware has reached its end-of-life and is no longer used or needed by the ECOMM microwave network.

The SVRIA General Counsel participated in the drafting and review of the original agreement and has approved the amendment as to form.

FISCAL IMPACT

The approved FY23/24 Budget includes funding for the Aviat Services Agreement.

ATTACHMENTS

- A. Amendment to Agreement for Maintenance Services between the SVRIA and AVIAT U.S., Inc. for the ECOMM Digital Microwave System
- B. Copy of the Agreement for Maintenance Services between the SVRIA and AVIAT Networks, Inc. for the ECOMM Digital Microwave System dated March 31, 2020 and signed agreement sheet (attached pdf)

AGENDA ITEM 8a: Attachment A

**AMENDMENT TO
AGREEMENT FOR MAINTENANCE SERVICES BETWEEN THE SILICON VALLEY REGIONAL
INTEROPERABILITY AUTHORITY AND AVIAT U.S., INC. FOR THE ECOMM DIGITAL MICROWAVE
SYSTEM**

THIS AMENDMENT made and entered into as of the _____ day of _____, 2023, by and between SILICON VALLEY REGIONAL INTEROPERABILITY AUTHORITY (hereinafter referred to as "AUTHORITY"), AVIAT U.S., INC. (hereinafter referred to as "AVIAT");

WITNESSETH:

THAT, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties to this Amendment, intending to be legally bound, hereby agree that the Agreement for Maintenance Services dated 1st June 2020 (hereinafter referred to as "Agreement"), is amended to provide as follows:

1. Whereas the parties agree to extend the Agreement for an additional 2 years from July 1, 2023 until June 30, 2025.
2. The Support Costs are amended to exclude TruePoint Coverage and OEM (Juniper Switches) and updating the total costs for 2 years with all other terms remaining the same. The Support Costs Table is amended as follows:

Additional 2 Years (following the above 3 Year Term) July 1, 2023 - June 30, 2025 Excludes TruePoint Coverage – End of Support	\$903,506
Excludes OEM (Juniper Switches) – End of Support from July 1, 2023 – June 30, 2025	(\$15,009)
Total - Additional 2 Years (following the above 3 Year Term) July 1, 2023 - June 30, 2025	\$888,497

3. The sums listed above, shall be invoiced and paid annually in accordance with the payment terms of the Agreement.


4. This Amendment constitutes the entire agreement between the parties concerning the subject matter hereof. In the event of any conflict, ambiguity or inconsistency between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall prevail. The remainder of the Agreement shall remain in full force and effect, unamended.

IN WITNESS WHEREOF, the parties have caused the signatures of their duly authorized officers to be hereunder affixed.

ACCEPTED BY:

AVIAT U.S., INC.

**SILICON VALLEY REGIONAL INTEROPERABILITY
AUTHORITY**

By:  _____
Name: Keith Fanneron _____
Title: VP Global Finance & IT _____
Date: 28-Apr-23 _____

By: _____
Name: _____
Title: _____
Date: _____

Approved as to Form

Gary M. Baum
General Counsel SVRIA

AGENDA ITEM 8a: Attachment B

See pdf attachments titled:

Aviat Maintenance Agreement FY 20-23

Aviat Agreement Signature Page, fully executed SVRIA 3-31-20


AGENDA ITEM 8b



Silicon Valley Regional Interoperability Authority

**Silicon Valley Regional Interoperability Authority
Board of Directors
May 11, 2023**

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

FROM: Eric Nickel, Executive Director 

SUBJECT: Approval of Agreement with Law Offices of Gary M. Baum for General Counsel Services for July 1, 2023 – June 30, 2024

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 (FY) 2023/2024 for a not to exceed amount of \$20,000 with the retainer amount concluding at the end of the month when a new General Counsel is appointed.

SUMMARY/DISCUSSION

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, 2020 and a 2 year agreement was entered into in 2021.

The current General Counsel has informed the Executive Director and the Board Chair of his intent to retire and desire that a new General Counsel be appointed after the July 2023 meeting. The General Counsel has offered to assist in any way needed for the transition and any follow-up needed. A prior Agenda item this evening reviews the Board Chair’s appointment of an Ad Hoc Committee for General Counsel Recruitment and the process for the General Counsel appointment.

The Agreement has been revised so that the General Counsel will assist in the transition, but that the monthly retainer will cease upon appointment of the General Counsel. Also, if there is no Board meeting attended by the current General Counsel in the month that

the new General Counsel is appointed there will be no retainer due to the current General Counsel.

The provisions of the proposed Agreement are the same as previous two year agreement with the following exceptions:

1. The hourly rate has been increased from \$315 per hour to \$325 for July 1 to December 31, 2023 and to \$335 per hour from January 1, 2024 to June 30, 2024.
2. The retainer amount is kept at \$2200 per month but is not paid if no meeting is attended in the month and a new General Counsel is appointed in that month.

The proposed Agreement includes a monthly retainer of \$2,200. 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.

For services outside of the retainer, the hourly billing rate has been increased from \$315 to \$325 through the end of 2023 and from \$325 to \$335 for any work necessary in 2024. 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 \$20,000 is considerably less than the annual not to exceed \$65,000 per year of the last Agreement but is only expected to cover a brief period of time and any work needed to assist in the transition. For the first ten months of the current 2023/2024 Fiscal Year, the legal billing total has been about \$31,144. Note that \$20,000 is a not to exceed amount and not a guaranteed minimum.

FINANCIAL IMPACT

The FY 2023-2024 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 2023/2024.

AGENDA ITEM 8b: 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 _____, 2023, 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, 2023 through June 30, 2024, 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 TWENTY THOUSAND DOLLARS (\$20,000.00) for the entire term of this 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. Gieseeman, Jr. or Scott D. Pinsky 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.
- E. It is anticipated that AUTHORITY will hire a new General Counsel and at the end of the first month that ATTORNEY does not serve as General Counsel and does not attend a Board of Directors meeting in that role that the retainer paid monthly by AUTHORITY shall cease. For example, if a new General Counsel is hired in the month of August, 2023 then the retainer charge shall cease at the end of July, 2023.

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. 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.

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	\$325 per hour
Albert W. Gieseman, Jr.	\$325 per hour
Partner Level Attorneys	\$325 per hour
Associate Level Attorneys	\$265 per hour
Law Clerks	\$165 per hour
Paralegals	\$155 per hour

The above listed rates shall increase by \$10 per hour should this work be done under this Agreement in 2024.

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 TWENTY THOUSAND DOLLARS (\$20,000.00) for the term of this 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 the 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.