

A G E N D A
REGULAR JOINT MEETING
OF THE EXECUTIVE COMMITTEE
AND THE USER COMMITTEE
TUESDAY, NOVEMBER 20, 2018, 2:00 PM
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
4440 W. BROADWAY, HAWTHORNE, CA

A. **CALL TO ORDER**

B. **PUBLIC DISCUSSION**

Members of the public will be given the opportunity to directly address the Executive Committee and the User Committee on any item listed on the agenda.

C. **CONSENT CALENDAR**

1. Minutes of Regular Meeting – October 16, 2018
2. Check Register for October 2018
3. Cash & Investments Report – September 30, 2018
4. Budget Performance Report – through October 31, 2018
5. Approve a Fiscal Year 2018/19 Blanket Purchase Order to the City of Hawthorne IT Services (ITS) Department for Information Technology Support Services in a Total Amount Not to Exceed \$200,000
6. Approve a Change Purchase Order in the Amount of \$85,000 to Lehr Auto Corporation for Supplies and Equipment
7. Approve a Fiscal Year 2018/19 Blanket Purchase Order to CDW Corporation for Supplies and Equipment in a Total Amount Not to Exceed \$100,000
8. Update on FirstNet in Los Angeles County

D. **ITEMS REMOVED FROM THE CONSENT CALENDAR**

E. **GENERAL BUSINESS**

1. Election of User Committee Chair for the Remainder of Fiscal Year 2018/19
2. Carry Over of the Remaining Balance of a Purchase Order Issued to Motorola Solutions, Inc. In the Amount of \$1,602,068.60 Related to the UASI 2016 Grant and Interoperability Network of the South Bay Project from Fiscal Year 2017/2018 to 2018/2019
3. Appropriation of \$4,773,979.70 in Reimbursements Related to the Communication Equipment Purchase and Reimbursement Agreements with Member and Contract Cities and Authorization of These Funds to be Used to Exercise the Purchase Option under the Equipment Lease-Purchase Agreement with Motorola Solutions, Inc.; and

Appropriation of \$37,059.88 from the Enterprise Fund Unreserved Balance and Authorization of These Funds to be Used to Exercise the Purchase Option under the Equipment Lease-Purchase Agreement with Motorola Solutions, Inc.; and

Approval to Exercise the Purchase Option under the Equipment Lease-Purchase Agreement with Motorola Solutions, Inc. And Authorize the Executive Director to Provide the 30 Day Notice Required to Purchase All of the Equipment Associated with the Agreement; and

Authorization for the Executive Director to Issue Payment to Motorola Solutions, Inc. in the Amount of \$6,544,686.58; and

Authorization for the Executive Director to Negotiate and Execute Amendments to the Communication Equipment Purchase and Reimbursement Agreements with Member and Contract Cities to Reconcile the Consideration Amounts with the Actual Orders Placed and Costs Incurred for This Project

4. Amendment to the Communication Equipment Purchase and Reimbursement Agreement with the City of Hawthorne; and

Appropriation of \$79,588.37 from the Enterprise Fund Unreserved Balance to the Technical Services Parts-Billing Account; and

Approve a Purchase Order to Commline Incorporated for Radio Equipment Related to the Hawthorne Police Department's Operation of Its Airship Unit on the INSB Radio Network in the Not to Exceed Amount of \$79,588.37

5. Amendment to Salary Range for Accountant Position; and

Authorization for the Executive Director to Execute a Side Letter of Agreement between the Management and Confidential Bargaining Group and the South Bay Regional Public Communications Authority

6. Request from Executive Director to Attend Liebert Cassidy Whitmore's 2019 Annual Public Sector Employment Law Conference

7. Authorize the Executive Director to Execute an Agreement with Commline Incorporated for Avtec & Stancil License Purchase, Integration and Programming Services; and

Approve a Corresponding Purchase Order in the Total Amount of \$139,153.31 for this Purchase; and

Approve an Operating Budget Transfer from Technical Services Salaries to Outside Technical Services-Towers & Equipment in the Amount of \$139,153.31

F. **EXECUTIVE DIRECTOR'S REPORT**

G. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

H. **GRIEVANCE HEARING**

1. Grievance Filed by Sirena Boskovich – Step 4

I. **CLOSED SESSION AGENDA**

Conference with Labor Negotiator
Pursuant to Government Code Section 54957.6
Discussion with Liebert Cassidy Whitmore Re: Teamsters Local 911

Conference with Labor Negotiator
Pursuant to Government Code Section 54957.6
Discussion with Liebert Cassidy Whitmore Re: Communications Workers of America

Conference with Labor Negotiator
Pursuant to Government Code Section 54957.6
Discussion with Liebert Cassidy Whitmore Re: Management & Confidential
Employees

Conference with Legal Counsel – Existing Litigation
Pursuant to Government Code Section 54956.9
Name of Case: Grier v. City of Gardena, et. al., Los Angeles Superior Court
Case No. YC071434

Public Employee Performance Evaluation
Pursuant to Government Code Section 54957
Title: Executive Director

Conference with Labor Negotiator
Pursuant to Government Code Section 54957.6
Discussion with Negotiator Edward Medrano
Unrepresented Employee: Executive Director

J. **ADJOURNMENT**

Posting Place: 4440 W. Broadway, Hawthorne, CA 90250 and
www.rcc911.org
Posting Date/Time: November 15, 2018/3:00 PM
Signature:



Erick B. Lee, Executive Director

October 16, 2018

**MINUTES OF A REGULAR MEETING
OF THE EXECUTIVE COMMITTEE
AND THE USER COMMITTEE**

1. **CALL TO ORDER**

The Executive Committee and the User Committee convened in a regular joint session at 2:00 PM on Tuesday, October 16, 2018, in the second floor conference room of the South Bay Regional Public Communications Authority, 4440 W. Broadway, Hawthorne, CA.

ROLL CALL

Present: City Manager Ed Medrano, City of Gardena
City Manager Bruce Moe, City of Manhattan Beach
Interim City Manager Arnie Shadbeh, City of Hawthorne
Chief Robert Fager, Hawthorne Police Department
Chief Tom Kang, Gardena Police Department

Absent: Chief Derrick Abell, Manhattan Beach Police Department

Also Present: Executive Director Erick Lee
Operations Manager Shannon Kauffman
Administrative Services Manager John Krok
Interim Finance Manager Shally Lin
Captain Sam Agaiby, Culver City Police Department
Lt. Leon Lopez, Culver City Police Department

2. **PUBLIC DISCUSSION**

None.

3. **ACTION ITEMS**

3a. Minutes – Regular Joint Meeting September 18, 2018

MOTION: City Manager Moe moved to approve the minutes of the regular joint meeting of the Executive Committee and the User Committee on September 18, 2018 as written. The motion was seconded by Interim City Manager Shadbeh and passed by unanimous voice vote.

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3b. Check Register for September 2018

City Manager Moe moved to approve the check register for September 2018. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

3c. Approve a Fiscal Year 2018/19 Blanket Purchase Order to Motorola Solutions, Inc. for Supplies and Equipment in a Total Amount Not to Exceed \$50,000

Executive Director Lee advised that these costs are reimbursable to the Authority.

MOTION: City Manager Moe moved to approve the proposed 2018/2019 blanket purchase order to Motorola Solutions, Inc. for supplies and equipment in a total not to exceed \$50,000.

3d. Designation of Representative Regarding Potential Amendments to the Executive Director's Employment Agreement

MOTION: City Manager Moe moved to designate City Manager Medrano to serve as the Authority's representative to negotiate an amended employment agreement with Executive Director Lee. The motion was seconded by Interim City Manager Shadbehr and passed by unanimous voice vote.

3e. Publicly Available Pay Schedule

Executive Director Lee explained that a salary schedule reflecting all Authority positions and associated salaries is required to meet the California Public Employees' Retirement System (CalPERS) requirements of Government Code § 20636(b)(1) and CCR § 570.5.

City Manager Moe observed that the Financial Accountant salary appears to be high and he suggested that a survey for the position be conducted.

Executive Director Lee confirmed that, prior to filling the position, the Financial Accountant salary will be presented for further consideration by the Executive Committee at a future meeting.

MOTION: Interim City Manager Shadbehr moved to approve the Authority's salary schedule as proposed, with the understanding that the Financial Accountant salary will be further reviewed by Authority staff and the Executive Committee.

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- 3f. Authorize the Executive Director to Execute an Agreement with Comcline Incorporated for Radio Engraving and Programming Services; and

Approve a Corresponding Purchase Order in the Amount of \$116,045 for These Services

Executive Director Lee advised that there is no written agreement between the Authority and Comcline to compensate Comcline for the mobile and portable radio engraving and programming currently under way for the Interoperability Network of the South Bay (INSB). However, these services were informally approved in late 2017. Director Lee explained that \$2,670 of the \$116,045 cost is associated with Authority-owned radios and, therefore, \$113,375 will be billed back to Gardena, Hawthorne, Manhattan Beach, El Segundo and Hermosa Beach per the "Communication Equipment Purchase and Reimbursement Agreements" between those cities and the Authority.

MOTION: City Manager Moe moved to ratify the proposed agreement with Comcline Incorporated for radio engraving and programming services and approve a corresponding purchase order in the amount of \$116,045. The motion was seconded by City Manager Medrano and passed by unanimous voice vote.

- 3g. Confirmation of Meeting Dates for Remainder of 2018

The Executive Committee confirmed the dates for the regular joint meetings of the Executive Committee and User Committee for the remainder of 2018.

Executive Director Lee noted the possibility that the December meeting could be cancelled if there are no substantial items to be discussed.

4. **INFORMATIONAL ITEMS**

- 4a. Mobile Data Computer (MDC) Management with the Implementation of the Mark43 System

Administrative Services Manager Krok explained that, with the new Mark 43 Cloud-based computer aided dispatch (CAD) system, the need for data sourcing from the public safety vehicles to be processed by either Hawthorne's or the Authority's network will be eliminated, which will allow the cities to assume local control of their mobile data computers (MDCs) and manage them like public safety desktops.

City Manager Medrano related Gardena's concerns associated with this idea.

Captain Ishii voiced his understanding that Hawthorne IT and Gardena IT have discussed this transition.

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Executive Director Lee noted that this has been discussed at the Police Task Force and Mark 43 meetings. He indicated that, as it becomes available, updated information will be provided to the Executive and User Committees.

4b. Interoperability Network of the South Bay (INSB) Remote Access Points' (RAPs) Installation Project

Administrative Services Manager Krok shared information on the anticipated go live date for the Interoperability Network of the South Bay (INSB). He noted the importance of purchasing remote access points (RAPs) for over-the-air radio programming.

Executive Director Lee advised that Hawthorne Police Department has installed RAPs and Manhattan Beach Police Department is in the process of doing so.

Administrative Services Manager suggested that Gardena Police Department contact Josh Armstrong, Hawthorne IT, to purchase them.

5. **EXECUTIVE DIRECTOR'S REPORT**

5a. Executive Director Lee reported on the status of the following items: the Authority's hiring efforts for the position of communications operator; the first reimbursement request for the 2016 Urban Area Security Initiative (UASI) Grant; the Authority's purchase of cyber liability insurance; and the frequency split involving Manhattan and Hermosa Beach Parking & Animal Control.

6. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

None.

7. **CLOSED SESSION AGENDA**

Per Government Code Section 54957.6, at 2:20 PM, the Executive Committee entered into a closed session to discuss the following matters:

Conference Re: Public Employee Performance Evaluation
Re: Executive Director

Conference Re: Labor Negotiations
Re: Teamsters Local 9-1-1

Conference Re: Labor Negotiations
Re: Communications Workers of America

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Conference Re: Labor Negotiations
Re: Management & Confidential Employees

The meeting returned to open session at 2:40 PM, with no action taken in closed session.

8. **ADJOURNMENT**

The meeting was adjourned at 2:41 PM.



Check Register FY 2018-19

October 2018

<u>Accounts Payable Check Issued Date</u>	<u>Total Check Amount</u>
October 12, 2018	\$163,783.29
October 26, 2018	<u>\$343,959.46</u>
Accounts Payable Total	\$507,742.75
<u>Payroll Checks issued Date</u>	
October 12, 2018	\$176,149.52
October 26, 2018	<u>\$191,518.16</u>
Payroll Total	\$367,667.68
Grand Total	\$875,410.43

apChkLst
10/11/2018 11:22:29AM

Final Check List
South Bay Regional PCA

Page: 1

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1345	10/12/2018	00219	INTERNAL REVENUE SERVICE	Ben26212	10/12/2018	FEDERAL WITHHOLDING TAX	39,315.96	39,315.96
1346	10/12/2018	00058	CALPERS	Ben26214	10/12/2018	PERS RETIREMENT: PAYMEN	31,438.73	31,438.73
1347	10/12/2018	00223	EMPLOYMENT DEVEL DEPT	Ben26216	10/12/2018	STATE DISABILITY INSURANC	15,582.38	15,582.38
1348	10/12/2018	00222	STATE DISBURSEMENT UNIT	Ben26218	10/12/2018	SUPPORT: PAYMENT	184.62	184.62
53729	10/12/2018	00009	BROWN & BROWN INSURANC	358388	9/26/2018	CYBER LIABILITY	3,745.74	3,745.74
53730	10/12/2018	00217	CALIFORNIA TEAMSTERS UNI	Ben26206	10/12/2018	UNION DUES TEAMSTERS: P.	2,087.50	2,087.50
53731	10/12/2018	00671	COHEN, MD, MARC R.	003	9/30/2018	MEDICAL DIR SERV/SEPTEMI	4,583.33	4,583.33
53732	10/12/2018	00225	COMMLINE INC	0110290	9/4/2018	MONTHLY SERVICE/SEPT 20	12,500.00	12,500.00
53733	10/12/2018	00528	CONTINENTAL COMPUTERS/	178024	9/10/2018	SERVICE CALL FOR NON-WC	350.00	350.00
53734	10/12/2018	00218	CWA LOCAL 9400	Ben26210	10/12/2018	UNION DUES CWA: PAYMENT	218.05	218.05
53735	10/12/2018	00786	EMPLOYERS ASSURANCE CC	572	9/20/2018	WORKERS' COMP PREM/OC1	9,948.30	9,948.30
53736	10/12/2018	00785	EXPERIAN	CD1905002902	8/31/2018	CREDIT CHECK	29.40	29.40
53737	10/12/2018	00651	FRONTIER	7002Z664-S-182	9/4/2018	PHONE SERV/09-05 TO 10-04	57.35	
				7002Z665-S-182	9/5/2018	PHONE SERV/09-05 TO 10-04	39.15	
				21303816660830	9/10/2018	PHONE SERV 038-1666/09-10	38.94	135.44
53738	10/12/2018	00221	ICMA RETIREMENT TRUST	Ben26208	10/12/2018	DEFERRED COMPENSATION	10,273.40	10,273.40
53739	10/12/2018	00760	LAWLES ENTERPRISES, INC.	11202	10/2/2018	BACKGROUND CHECKS	4,300.00	
				11174	9/4/2018	BACKGROUND CHECKS	2,900.00	7,200.00
53740	10/12/2018	00802	M JACK BROOKS, JD	092018 SBR	10/1/2018	FINANCIAL SERVICES	13,400.00	13,400.00
53741	10/12/2018	00791	MUNITEMPS	128752	9/30/2018	STAFFING SERVICES/09-22 T	5,923.13	
				128709	9/6/2018	STAFFING SERVICES/09-08 T	5,451.88	11,375.01
53742	10/12/2018	00069	SOUTHERN CALIFORNIA EDI	3-003-4358-37	9/19/2018	ELEC SERV PUNTA/8-17-18 T	567.23	
				3-014-5379-55	10/2/2018	ELEC SERV GRANDVIEW/08-	160.20	727.43
53743	10/12/2018	00149	U.S. HEALTHWORKS MED GR	3385848	8/31/2018	PRE-EMP PHYSICAL	688.00	688.00
Sub total for UNION BANK:							163,783.29	

19 checks in this report.

Grand Total All Checks: 163,783.29

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10/30/2018 2:11:50PM

Final Check List
South Bay Regional PCA

Page: 1

Bank : union UNION BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
	10/26/2018	00002	AFLAC	Ben26350	10/26/2018 AFLAC INSURANCE: PAYMEN	3,614.74	3,614.74
	10/26/2018	00217	CALIFORNIA TEAMSTERS UN	Ben26356	10/26/2018 UNION DUES TEAMSTERS: P	2,087.50	2,087.50
	10/26/2018	00218	CWA LOCAL 9400	Ben26362	10/26/2018 UNION DUES CWA: PAYMENT	250.52	250.52
	10/26/2018	00221	ICMA RETIREMENT TRUST	Ben26358	10/26/2018 DEFERRED COMPENSATION	10,103.79	10,103.79
	10/26/2018	00696	GUARDIAN	Ben26352	10/26/2018 DENTAL HMO PLAN: PAYMEN	4,495.70	4,495.70
1349	10/26/2018	00219	INTERNAL REVENUE SERVICI	Ben26364	10/26/2018 FEDERAL WITHHOLDING TAX	39,038.30	39,038.30
1350	10/26/2018	00058	CALPERS	Ben26366	10/26/2018 PERS RETIREMENT: PAYMEN	31,520.71	31,520.71
1351	10/26/2018	00223	EMPLOYMENT DEVEL DEPT	Ben26368	10/26/2018 STATE DISABILITY INSURANC	15,577.00	15,577.00
1352	10/26/2018	00222	STATE DISBURSEMENT UNIT	Ben26370	10/26/2018 SUPPORT: PAYMENT	184.62	184.62
1667	10/26/2018	00058	CALPERS	Ben26354	10/26/2018 ANTHEM TRADITIONAL HMO:	23,480.66	
				Ben26360	10/26/2018 ANTHEM TRADITIONAL HMO:	23,480.52	46,961.18
Sub total for UNION BANK:							153,834.06

10 checks in this report.

Grand Total All Checks: 153,834.06

Check Edit List
South Bay Regional PCA

Balance Sheet Fund Totals

<u>Fund</u>		<u>Debits</u>	<u>Credits</u>	<u>Difference</u>
10	SBRPCA Enterprise Fund	153,834.06	153,834.06	0.00

apChkLst
10/24/2018 5:40:17PM

Final Check List
South Bay Regional PCA

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1662	10/26/2018	00012	CALIFORNIA WATER SERVICE CC4675328235	10/16/2018	WATER SERV HQ/09-17-18 TO 10	218.57		
			5550731926	9/28/2018	FIRE PROTECTION SERV/AUG, S	145.16	363.73	
1663	10/26/2018	00058	CALPERS	10/1/2018	UNFUNDED LIAB PMT-PLAN 123	28,295.57	28,295.57	
1664	10/26/2018	00621	FIRST BANKCARD	9/25/2018	DIRECTV SERVICE/AUG 2018	1,993.84		
			3754	9/25/2018	TRAVEL	723.31		
			4454	9/25/2018	SOCIETY OF MUN	330.00		
			6439	9/25/2018	CABLE	209.13		
			09252018	9/25/2018	JOB FAIR SERVICE	150.67	3,406.95	
53744	10/26/2018	00004	AGEE, BONNIE	10/18/2018	RETIREE MED PREM/NOV 2018	581.48	581.48	
53745	10/26/2018	00153	ALERTE SYSTEMS INC	10/2/2018	LINEAR MICROTHIN CLEAR/ PO	1,573.92		
			A30047	10/2/2018	LINEAR MICROTHIN CLEAR/PO 7	414.07	1,987.99	
53746	10/26/2018	00064	ATT PAYMENT CENTER	9/13/2018	PHONE SERV/07-13 TO 08-12-18	2,525.57		
			960 461-1623	10/1/2018	PHONE SERV/9-2 TO 10-01-18	2,013.80		
			11996022	10/3/2018	PHONE SERV/09-03 TO 10-02-18	720.59		
			11917918	9/13/2018	PHONE SERV/08-13 TO 09-12-18	196.58		
			11914854	9/13/2018	PHONE SERV/08-13 TO 08-12-18	95.59	5,552.13	
53747	10/26/2018	00747	BIDDLE CONSULTING GROUP, IN	58486	9/9/2018	CRITICALL ANNUAL SOFTWARE	3,995.00	3,995.00
53748	10/26/2018	00080	CARTER, ALLENE	102618	10/26/2018	RETIREE MED PREM/NOV 2018	178.84	178.84
53749	10/26/2018	00014	CDW GOVERNMENT, INC.	PMH3974	10/4/2018	ROUTER/PO 701204197	9,040.50	
			PMH3970	10/4/2018	ROUTERS /PO 701204198	3,390.19		
			PJZ0835	9/26/2018	ROUTERS /PO 701204181	1,130.06		
			PJJ7441	9/25/2018	MONITORS/PO 701204187	35.18	13,595.93	
53750	10/26/2018	00017	CHEM PRO LABORATORY, INC.	640445	9/23/2018	WATER TREATMENT SVCS/SEPT	78.50	78.50
53751	10/26/2018	00015	CHEVRON AND TEXACO	53781810	9/21/2018	GAS CARD 07/22-09/21/2018	373.97	373.97
53752	10/26/2018	00019	CINTAS CORPORATION #427	427319341	9/21/2018	FLOOR MAT CLEANING	93.27	93.27
53753	10/26/2018	00156	CODE 3 INC	1185911	10/3/2018	SPEAKER BRACKET	151.07	151.07
53754	10/26/2018	00225	COMMLINE INC	01143360	9/28/2018	MONTHLY SERVICE/OCTT 2018	12,500.00	12,500.00
53755	10/26/2018	00078	COX, CHRISTOPHER	102618	10/26/2018	RETIREE MED PREM/NOV 2018	822.50	822.50
53756	10/26/2018	00102	CURRY, REBECCA	102618	10/26/2018	RETIREE MED PREM/NOV 2018	595.50	595.50
53757	10/26/2018	00449	DIGI-KEY ELECTRONICS 246546065198537		10/16/2018	INSTALL PARTS	348.71	348.71
53758	10/26/2018	00785	EXPERIAN	CD1906002905	9/28/2018	CREDIT CHECK	8.40	8.40

Bank : union UNION BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
53759	10/26/2018	00008	FEDERAL SIGNAL CORP	7006320	9/27/2018	RUMBLER SIREN SYSTEM/PO 70	522.00	
				6981895	8/28/2018	RUMBLER SIREN SYSTEM/PO 70	427.82	
				7013023	10/5/2018	RUMBLER SIREN SYSTEM/PO 70	293.02	
				7010958	10/3/2018	RUMBLER SIREN SYSTEM/PO 70	202.47	
				6967248	10/8/2010	RUMBLER SIREN SYSTEM/PO 70	85.00	
							1,530.31	
53760	10/26/2018	00651	FRONTIER	209150244610318	10/1/2018	PHONE SERV [REDACTED] /10-01 TO	38.94	
				209150244709268	10/1/2018	PHONE SERV [REDACTED] /10-01 TO	38.94	
				3103752741011110	10/1/2018	PHONE SERV [REDACTED] /10-01 TO	224.54	
				209051870106030	10/1/2018	PHONE SERV [REDACTED] /10-01 TO	92.35	
				7002Z664-S-18270	10/5/2018	PHONE SERV/10-05 TO 11-04-18	57.35	
				209150596909238	10/1/2018	PHONE SERV [REDACTED] /10-01 TO	52.11	
				213038166608300	10/1/2018	PHONE SERV [REDACTED] /10-10 TO	47.97	
				209150597811308	10/1/2018	PHONE SERV [REDACTED] /10-01 TO	45.29	
							597.49	
53761	10/26/2018	00651	FRONTIER	7002Z665-S-18270	10/10/5018	PHONE SERV/10-05 TO 11-04-18	39.15	
				209151099802099	10/1/2018	PHONE SERV [REDACTED] /10-01 TO	38.94	
							78.09	
53762	10/26/2018	00018	FUKUI, KAZ	093018	9/30/2018	GARDENING SERV/SEPT 2018	440.00	
53763	10/26/2018	00203	GALLS, LLC	10262018	10/26/2018	UNIFORMS/ APR, MAY, JUNE 201	4,661.43	
							4,661.43	
53764	10/26/2018	00025	HALL, JANEY	102618	10/26/2018	RETIREE MED PREM/NOV 2018	249.30	
							249.30	
53765	10/26/2018	00027	HAVIS INC.	563657	9/26/2018	DOCKING STATIONS/PO 7012041	2,491.04	
				564314	10/2/2018	DOCKING STATIONS/PO 7012041	1,820.19	
				564928	10/8/2018	DOCKING STATIONS/PO 7012041	1,516.80	
				562796	9/18/2018	DOCKING STATIONS/PO 7012041	1,039.39	
				564640	10/4/2018	DOCKING STATIONS/PO 7012041	775.11	
							7,642.53	
53766	10/26/2018	00027	HAVIS INC.	560693	8/25/2018	DOCKING STATIONS/PO 7012041	586.31	
							586.31	
53767	10/26/2018	00542	HEARTLAND SERVICES, INC	187562 - 187541	8/29/2018	TOUCHSCREEN KIT	860.75	
							860.75	
53768	10/26/2018	00035	HOME DEPOT CREDIT SERVICES	603532250052385	9/30/2018	TECH SHOP SUPPLIES - SINK HC	39.49	
							39.49	
53769	10/26/2018	00272	HYMES, MARY	102618	10/26/2018	RETIREE MED PREM/NOV 2018	449.33	
							449.33	
53770	10/26/2018	00654	INNOVATIVE PRODUCTS, INC.	10999	9/14/2018	MAGNETIC MIC PACK/PO 701204	1,598.99	
							1,598.99	
53771	10/26/2018	00039	JANI-KING OF CALIF INC.	10180689	10/1/2018	JANITOR SERVICE/OCT 2018	2,237.49	
				07180960	7/24/2018	FINEZA ALL PRPSE CLNR	39.08	
							2,276.57	
53772	10/26/2018	00799	LA UNIFORMS & TAILORING	093018	9/30/2018	UNIFORMS & TAILORING CHARG	1,396.66	
							1,396.66	
53773	10/26/2018	00208	LAGUNA MANUFACTURING INC	11144	10/10/2018	SEATBELT SYS. FORD SUV/PO 7	1,862.00	
							1,862.00	
53774	10/26/2018	00442	LAWSON PRODUCTS, INC.	9306140210	9/21/2018	INSTALL PARTS/TECH SHOP	246.79	
				9306090038	7/31/2018	INSTALL PARTS/TECH SHOP	215.80	
				9306090039	8/31/2018	INSTALL PARTS/TECH SHOP	125.69	
							588.28	

Final Check List
South Bay Regional PCA

Bank : union UNION BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
53775	10/26/2018	00345	LEHR AUTO	118154	7/27/2018	KEYBOARDS AND TABDOCKS/PC	6,966.97
				118410	8/2/2018	KEYBOARDS AND TABDOCKS	5,344.92
							12,311.89
53776	10/26/2018	00345	LEHR AUTO	120292	9/24/2018	KEYBOARDS AND TABDOCKS	330.75
53777	10/26/2018	00116	MEADORS, LATANYA	102618	10/26/2018	RETIREE MED PREM/NOV 2018	522.67
53778	10/26/2018	00331	MITSUBISHI ELECTRIC INC	336861	10/1/2018	ELEVATOR MAINT	638.93
53779	10/26/2018	00047	MOTOROLA SOLUTIONS, INC.	41254393	7/30/2018	RADIOS & INSTALL HRD/SFT	1,599.29
53780	10/26/2018	00791	MUNITEMPS	128800	10/19/2018	STAFFING SERVICES/10-06 TO 1	6,166.88
53781	10/26/2018	00049	NATIONAL VISUAL SYSTEMS	41101	10/5/2018	REPLACE ID SIGN	181.77
53782	10/26/2018	00577	NEW LOOK AUTO DETAIL	1969 - 1972	9/20/2018	CAR WASH SERV/ SHOP TRUCK	100.00
53783	10/26/2018	00804	PETTY CASH, SBRPCA	102218	10/22/2018	MILEAGE REIMBURSEMENT	356.33
53784	10/26/2018	00777	PHILLIPS PLUMBING	155330 -155236	9/28/2018	LABOR PLUMBER	525.00
53785	10/26/2018	00141	POWERPHONE INC	60364	9/17/2018	EMD ONLINE TRAINING	1,032.00
53786	10/26/2018	00142	PVP COMMUNICATIONS INC	124605	9/25/2018	RADIO REPLACEMENT	1,818.60
53787	10/26/2018	00060	RIVERA, JOSE	102618	10/26/2018	RETIREE MED PREM/NOV 2018	822.50
53788	10/26/2018	00805	ROBIN MEDIA HOUSE, INC.	RMH18-135	10/18/2018	VIDEO SERVICE	18,520.00
53789	10/26/2018	00144	SAXE-CLIFFORD PHD, SUSAN	18-0926-90,18-100	10/8/2018	PSYCH EVALUATION	800.00
53790	10/26/2018	00145	SETINA MFG CO INC	170473	9/28/2018	ALUMINUM BUMPER/PO 7012041	4,626.32
53791	10/26/2018	00145	SETINA MFG CO INC	170887	10/5/2018	ALUMINUM BUMPER/PO 7012041	2,732.90
53792	10/26/2018	00066	SHARK STUDIOS INC.	162	10/1/2018	WEB HOSTING & LICENSING/NO	225.00
53793	10/26/2018	00273	SHAW, LILLIAN	102618	10/26/2018	RETIREE MED PREM/NOV 2018	449.33
53794	10/26/2018	00079	SHEAREN, KENNETH	102918	10/26/2018	RETIREE MED PREM/NOV 2018	529.30
				102618	10/26/2018	RETIREE MED PREM/NOV 2018	529.30
							1,058.60
53795	10/26/2018	00619	SOLARWINDS	398517	10/2/2018	ANNUAL MAINTENANCE RENEW	2,211.00
53796	10/26/2018	00069	SOUTHERN CALIFORNIA EDISON	3-020-1732-98	10/19/2018	ELEC SERV HQ/09-09-18 TO 10-1	7,863.23
53797	10/26/2018	00803	SPARKLETTS	18193479 090718	9/7/2018	FILTRATION SYSTEM RENTAL	38.14
				18193479 100518	10/5/2018	FILTRATION SYSTEM RENTAL	33.00
							71.14
53798	10/26/2018	00460	SPECTRUM BUSINESS	1133787062418	9/24/2018	1133787062418	1,900.00
53799	10/26/2018	00302	SPRINT	155018370-084	9/29/2018	DAC CHARGES/8-26 TO 9-25-201	7,346.92
				107177860-089	9/27/2018	WIRELESS MODEMS/8-24 TO 9-2	85.98
							7,432.90
53800	10/26/2018	00074	STAPLES INC.	603551781080915	9/30/2018	OFFICE SUPPLIES/SEPT 2018	1,020.35
				603551781080915	8/30/2018	OFFICE SUPPLIES/AUG 2018	672.58
							1,692.93
53801	10/26/2018	00126	STEVENS, DEBORAH	102618	10/26/2018	RETIREE MED PREM/NOV 2018	464.75
53802	10/26/2018	00034	STEVENS, GARY	102618	10/26/2018	RETIREE MED PREM/NOV2018	581.48

Bank : union UNION BANK (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
53803	10/26/2018	00036	TALLEY INCORPORATED	10315993	10/8/2018	INSTALL PARTS 10315993	1,369.61	
				10313737	9/14/2018	INSTALL PARTS/PO 701204165	1,030.44	
				10316262	10/10/2018	INSTALL PARTS/PO 701204200	763.80	
				10314216	9/19/2018	INSTALL PARTS/PO 701204165	574.95	
				10313623	9/13/2018	INSTALL PARTS/PO 701204165	152.37	3,891.17
53804	10/26/2018	00038	TORRANCE ELECTRONICS	04106	9/1/2018	TECH SHOP SUPPLIES	82.13	82.13
53805	10/26/2018	00711	TROY SHEET METAL WORKS, INC	16661	9/12/2018	UV SEAL KIT	180.47	180.47
53806	10/26/2018	00149	U.S. HEALTHWORKS MED GROU	I3409866	10/5/2018	PRE-EMP PHYSICAL	344.00	344.00
53807	10/26/2018	00171	VERIZON WIRELESS	9815258970	9/23/2018	GPD DAC CHARGES/08-24 TO 08	1,320.78	
				9815185298	9/23/2018	MODEM SVC. MBPD/08-24 TO 09	342.09	
				9814870687	9/18/2018	CELL PH. CHGS. 08-19 TO 09-18-	270.35	
				9813342777	9/23/2018	DAC CHARGES HPD/07-24 TO 08	231.97	
				9813327475	9/23/2018	MODEM SVC. MBPD/08-24 TO 09	38.01	2,203.20
53808	10/26/2018	00131	WEISMAN, LUCIA	102918	10/26/2018	RETIREE MED PREM/NOV 2018	197.76	197.76
53809	10/26/2018	00436	WEST-LITE SUPPLY COMPANY, IN	60653	9/18/2018	LIGHTS FOR HEADQUARTERS	157.03	157.03
53810	10/26/2018	00063	WHELEN ENGINEERING CO., INC	421565	10/1/2018	LED LIGHTS	2,000.22	
				421764	10/1/2108	LED LIGHTS	423.36	
				412954	9/14/2018	LED LIGHTS	317.52	
				414927	9/19/2018	LED LIGHTS	261.29	
				417099	9/21/2018	LED LIGHTS	70.78	3,073.17
53811	10/26/2018	00299	WYENN & ASSOCIATES	092618	9/26/2018	POLYGRAPH EXAM	275.00	275.00
53812	10/26/2018	00067	XCEL MECHANICAL SYSTEMS	19634	9/20/2018	SERVICES AIIU CIY LINE LTAKIN	2,128.00	
				19598	9/12/2018	BOILER INSPECTION	207.00	2,335.00
53813	10/26/2018	00735	XEROX FINANCIAL SERVICES	1334392	10/10/2018	LRASE/USAGE	1,281.84	
				1303615	9/11/2018	LEASE/USAGE	1,281.37	2,563.21
Sub total for UNION BANK:								190,125.40

73 checks in this report.

Grand Total All Checks: 190,125.40



Staff Report


South Bay Regional Public Communications Authority

MEETING DATE: November 20, 2018

ITEM: C3

TO: Executive Committee

COPY TO: Tim Lilligren, Treasurer

FROM: Erick B. Lee, Executive Director
Shally Lin, Interim Finance Manager 

SUBJECT: CASH & INVESTMENTS REPORT - SEPTEMBER 30, 2018

ATTACHMENTS:

1. Cash & Investments Report for September 30, 2018
2. LAIF Quarter End Statement for September 30, 2018
3. PMIA Average Monthly Yields as of September 30, 2018

RECOMMENDATION

Staff recommends that the Executive Committee receive and file the Cash & Investments Report for September 30, 2018.

BACKGROUND

Section 53646 (a) (2) of the Government Code, states that the treasurer or chief fiscal officer may render a quarterly report (regarding the local agency's cash and investments) to the chief executive officer, the internal auditor, and the legislative body of the local agency. The quarterly report shall be so submitted within 30 days following the end of the quarter covered by the report. The legislative body of a local agency may elect to require the report specified in subdivision (b) to be made on a monthly basis instead of quarterly.

At the November 21, 2006 meeting, the Executive Committee elected to receive the Cash & Investments Report on a quarterly basis.

DISCUSSION

Staff has completed the bank reconciliation for September 30, 2018. Attached is the Cash & Investments Report for the period (Attachment #1).

All idle cash of the Authority is invested 100% with the State's Local Agency Investment Fund (LAIF), in compliance with the Statement of Investment Policy. The LAIF Quarter End Statement for September 30, 2018 (Attachment #2) and PMIA Average Monthly Yields (Attachment #3) are also included with this report. Interest earned for the quarter totaled \$28,730.68.

LAIF's monthly performance continues on a stable path with moderate increases on a regular basis.

FISCAL IMPACT

None.

ATTACHMENT #1

Agenda Item C3



Cash and Investments Report

September 30, 2018

Funding Source	Bank Balance	Deposits in Transit	Outstanding Checks	Book Balance
<u>Active Accounts</u>				
MUFG Union Bank ¹ (General/Payroll)	\$ 1,888,013.51	_____	\$ (220,736.69)	\$ 1,667,276.82
<u>Investments</u>				
LAIF ¹	\$ 4,623,538.53	\$ -	\$ -	\$ 4,623,538.53
Total Investments	\$ 4,623,538.53	\$ -	\$ -	\$ 4,623,538.53
<u>Other Cash on Hand</u>				
Petty Cash	\$ -	\$ -	\$ -	\$ 500.00
Vending Machine Petty Cash	\$ -	\$ -	\$ -	\$ 316.36
				<u>\$ 816.36</u>
Total Cash & Investments				<u><u>\$ 6,292,131.71</u></u>
<u>Breakdown of cash by fund:</u>				
Fund 10 (Enterprise Fund)				\$ 1,558,948.01
Fund 20 (SHSGP Grant Fund)				108,328.80
Total				<u><u>\$ 1,667,276.82</u></u>

Notes:

1. LAIF's interest rate as of September 30, 2018 will be reported at the Executive Committee meeting on November 20, 2018. Interest earned for the fourth quarter ending September 30, 2018 will also be reported.

ATTACHMENT #2

Agenda Item C3



BETTY T. YEE

California State Controller

LOCAL AGENCY INVESTMENT FUND
REMITTANCE ADVICE

Agency Name	SO BAY REGIONAL PUB COMMUN ATH
Account Number	15-19-001

As of 10/15/2018, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 09/30/2018.

Earnings Ratio	.00005909460836489
Interest Rate	2.16%
Dollar Day Total	\$ 486,181,048.04
Quarter End Principal Balance	\$ 4,623,538.53
Quarterly Interest Earned	\$ 28,730.68

ATTACHMENT #3

Agenda Item C3



California State Treasurer
John Chiang



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[Home](#) ->> [PMIA](#) ->> [PMIA Average Monthly Effective Yields](#)



POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.588	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063			



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 20, 2018

ITEM: C4

TO: Executive Committee

FROM: Erick B. Lee, Executive Director 

SUBJECT: BUDGET PERFORMANCE REPORT - THROUGH OCTOBER 31, 2018

ATTACHMENTS: 1. Revenue Status Report
2. Expenditure Status Report

RECOMMENDATION

Staff recommends that the Executive Committee receive and file the Budget Performance Report for the period July 1, 2018 through October 31, 2018.

DISCUSSION

Staff has analyzed the Authority’s financial activities through October 31, 2018. The Authority has received 60% of its assessment revenues from its member cities and 50% of its assessment revenues from its contract cities. These amounts conform to the terms of the Authority’s Bylaws and its agreements with the contract cities.

Additionally, the revenue report (Attachment #1) recognizes the accrual of \$4,773,979.70 in reimbursements associated with the Communication Equipment Purchase and Reimbursement agreements with the three (3) member cities and two (2) South Bay contract cities that was not included in the adopted budget. This amount is anticipated to be fully expended by December 31, 2018.

As it relates to expenditures (Attachment #2), 24.55% of the budget has been expended. This represents an underrun of 8.78% in terms of expenditures incurred through the first 1/3 of the fiscal year. When the \$1,733,647 appropriated by the Board of Directors on October 11, 2018 for the Communication Equipment Purchase and Reimbursement project is excluded, 28.07% of the budget has been expended and the underrun projection is reduced to 5.26%. Period expenses for salary and benefits accounted for 27.22% of their budgeted amounts, across all departments.

FISCAL IMPACT

None.

ATTACHMENT #1

Agenda Item C4

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 11/08/2018 3:03PM
 Periods: 0 through 4

Revenue Status Report

South Bay Regional PCA
 7/1/2018 through 10/31/2018

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
10-50 Administration					
10-50-111 Administration					
10-50-111-4110 Gardena	2,391,301.00	1,434,780.60	1,434,780.60	956,520.40	60.00
10-50-111-4120 Hawthorne	3,359,598.00	2,015,758.80	2,015,758.80	1,343,839.20	60.00
10-50-111-4130 Manhattan Beach	1,703,280.00	1,021,968.00	1,021,968.00	681,312.00	60.00
10-50-111-4140 Hermosa Beach	828,439.00	414,219.63	414,219.63	414,219.37	50.00
10-50-111-4145 El Segundo	1,330,766.00	665,383.50	665,383.50	665,382.50	50.00
10-50-111-4146 Culver City Assessment	2,507,365.00	1,253,682.48	1,253,682.48	1,253,682.52	50.00
10-50-111-4150 El Camino Community College	790.00	0.00	0.00	790.00	0.00
10-50-111-4153 Medical Director Service/Manhattan Beach	27,000.00	0.00	0.00	27,000.00	0.00
10-50-111-4154 Medical Director Services/El Segundo	27,000.00	0.00	0.00	27,000.00	0.00
10-50-111-4210 Investment Earnings (LAIF)	57,173.00	0.00	0.00	57,173.00	0.00
10-50-111-4220 POST Reimbursements	600.00	0.00	0.00	600.00	0.00
10-50-111-4255 Unrealized Gain/Loss on Investments	0.00	-8,632.47	-8,632.47	8,632.47	0.00
10-50-111-4430 Other Miscellaneous Revenue	2,500.00	4,861,252.69	4,861,252.69	-4,858,752.69	194450.11
Total Administration	12,235,812.00	11,658,413.23	11,658,413.23	577,398.77	95.28
10-60 Operations					
10-60-211 Communications Center					
10-60-211-4215 DUI Reimbursement-Overtime	2,000.00	429.99	429.99	1,570.01	21.50
10-60-211-4435 Reimbursements Sprint Wireless	77,289.00	0.00	0.00	77,289.00	0.00
10-60-211-4440 Reimbursements/Verizon Wireless	15,229.00	0.00	0.00	15,229.00	0.00

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Periods: 0 through 4

Revenue Status Report

South Bay Regional PCA
7/1/2018 through 10/31/2018

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
10-60-211-4460 Pink Patch Project	0.00	356.33	356.33	-356.33	0.00
Total Operations	94,518.00	786.32	786.32	93,731.68	0.83
10-70 Technical Services					
10-70-311 Technical Services					
10-70-311-4310 Labor-Installation-Member	0.00	158,132.95	158,132.95	-158,132.95	0.00
10-70-311-4360 Reimbursements for Billable Parts	642,397.00	81,682.60	81,682.60	560,714.40	12.72
10-70-311-4370 Reimbursements for GST Software	50,000.00	0.00	0.00	50,000.00	0.00
10-70-311-4371 Reimbursement ES Chat Software	100,000.00	0.00	0.00	100,000.00	0.00
10-70-311-4375 Reimb Net Motion Licenses & Maint.	31,000.00	0.00	0.00	31,000.00	0.00
Total Technical Services	823,397.00	239,815.55	239,815.55	583,581.45	29.13
Total SBRPCA Enterprise Fund	13,153,727.00	11,899,015.10	11,899,015.10	1,254,711.90	90.46

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Periods: 0 through 4

Revenue Status Report

South Bay Regional PCA
7/1/2018 through 10/31/2018

20 Grant Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
20-80 Capital Infrastructure Projects					
20-80-433 Consulting/Vector Resources					
Total Grant Fund	0.00	0.00	0.00	0.00	0.00
Grand Total	13,153,727.00	11,899,015.10	11,899,015.10	1,254,711.90	90.46

ATTACHMENT #2

Agenda Item C4

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 11/08/2018 3:02PM
 Periods: 0 through 4

Expenditure Status Report

South Bay Regional PCA
 7/1/2018 through 10/31/2018

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
50 Administration						
50-100 Administration						
50-100-5000 Expenditures						
50-111-5101 Salaries (Full-Time)	879,724.00	205,886.27	205,886.27	0.00	673,837.73	23.40
50-111-5104 Acting Pay	0.00	189.39	189.39	0.00	-189.39	0.00
50-111-5107 Merit Pay	3,000.00	0.00	0.00	0.00	3,000.00	0.00
50-111-5108 Sick Leave Payoff	29,269.00	10,807.96	10,807.96	0.00	18,461.04	36.93
50-111-5109 Vacation Leave Payoff	35,680.00	13,371.62	13,371.62	0.00	22,308.38	37.48
50-111-5201 Medical Insurance	80,873.00	18,211.90	18,211.90	0.00	62,661.10	22.52
50-111-5202 Dental Insurance	5,764.00	1,237.20	1,237.20	0.00	4,526.80	21.46
50-111-5203 Vision Insurance	1,726.00	438.20	438.20	0.00	1,287.80	25.39
50-111-5204 Life Insurance	814.00	194.15	194.15	0.00	619.85	23.85
50-111-5205 Medicare	14,150.00	3,425.51	3,425.51	0.00	10,724.49	24.21
50-111-5207 Workers' Compensation	11,482.00	2,536.58	2,536.58	0.00	8,945.42	22.09
50-111-5208 PERS Contributions	143,528.00	30,369.65	30,369.65	0.00	113,158.35	21.16
50-111-5209 Retirees' Medical Insurance	13,499.00	4,145.64	4,145.64	0.00	9,353.36	30.71
50-111-5212 Deferred Comp Matching Benefit	10,800.00	1,854.00	1,854.00	0.00	8,946.00	17.17
50-111-5301 Communications Contract Services	31,000.00	7,671.14	7,671.14	0.00	23,328.86	24.75
50-111-5302 Computer Contract Services/CAD-Tiburon	90,000.00	360.00	360.00	0.00	89,640.00	0.40
50-111-5304 Accounting/Auditing Services	18,000.00	1,050.00	1,050.00	0.00	16,950.00	5.83
50-111-5305 Legal Services	45,000.00	0.00	0.00	0.00	45,000.00	0.00
50-111-5306 Recruitment Costs	86,173.00	35,616.20	35,616.20	63,250.00	-12,693.20	114.73
50-111-5307 Software Maintenance Services	148,074.00	19,033.69	19,033.69	15,000.00	114,040.31	22.98
50-111-5308 Banking Services (Fees)	6,000.00	1,592.58	1,592.58	0.00	4,407.42	26.54
50-111-5309 Online/Website Maintenance Services	15,000.00	1,010.00	1,010.00	0.00	13,990.00	6.73
50-111-5312 Medical Director Services/Paramedics	54,000.00	13,749.99	13,749.99	0.00	40,250.01	25.46
50-111-5313 Temporary Staffing Services	50,000.00	48,233.52	48,233.52	50,000.00	-48,233.52	196.47
50-111-5401 Memberships & Dues	870.00	400.00	400.00	0.00	470.00	45.98
50-111-5402 Publications	350.00	1,009.22	1,009.22	0.00	-659.22	288.35
50-111-5403 Conferences, Meetings & Travel	5,606.00	5,818.00	5,818.00	0.00	-212.00	103.78

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Expenditure Status Report

South Bay Regional PCA
 7/1/2018 through 10/31/2018

10 SBRPCA Enterprise Fund

<i>Account Number</i>	<i>Adjusted Appropriation</i>	<i>Expenditures</i>	<i>Year-to-date Expenditures</i>	<i>Year-to-date Encumbrances</i>	<i>Balance</i>	<i>Prct Used</i>
50-111-5404 Employee Services/EC-BOD	2,000.00	28.46	28.46	0.00	1,971.54	1.42
50-111-5407 Tuition Reimbursement	4,000.00	0.00	0.00	0.00	4,000.00	0.00
50-111-5501 Office Supplies	9,000.00	2,581.76	2,581.76	0.00	6,418.24	28.69
50-111-5502 Miscellaneous Supplies	1,100.00	0.00	0.00	0.00	1,100.00	0.00
50-111-5505 Voice Recording Tapes	500.00	0.00	0.00	0.00	500.00	0.00
50-111-5507 Postage	1,300.00	245.45	245.45	0.00	1,054.55	18.88
50-111-5509 Reproduction	2,000.00	0.00	0.00	0.00	2,000.00	0.00
50-111-5511 Office Equipment Lease	15,750.00	3,658.43	3,658.43	0.00	12,091.57	23.23
50-111-5513 General Liability Insurance Premium	187,660.00	133,006.04	133,006.04	0.00	54,653.96	70.88
50-111-5517 Vehicle Operations	2,000.00	0.00	0.00	0.00	2,000.00	0.00
50-111-5601 Telephone - Administration	15,000.00	2,443.78	2,443.78	0.00	12,556.22	16.29
50-111-5701 Maintenance - HQ	144,800.00	23,182.22	23,182.22	11,450.74	110,167.04	23.92
50-111-5703 Electricity - HQ	97,000.00	29,190.74	29,190.74	0.00	67,809.26	30.09
50-111-5704 Electricity - Grandview	2,000.00	342.82	342.82	0.00	1,657.18	17.14
50-111-5705 Electricity - Punta Place	6,000.00	1,750.43	1,750.43	0.00	4,249.57	29.17
50-111-5706 Gas - HQ	10,000.00	0.00	0.00	0.00	10,000.00	0.00
50-111-5707 Water - HQ	3,500.00	1,154.66	1,154.66	0.00	2,345.34	32.99
50-111-5715 Electricity-MB Water Tower	2,500.00	772.57	772.57	0.00	1,727.43	30.90
Total Administration	2,286,492.00	626,569.77	626,569.77	139,700.74	1,520,221.49	33.51
60 Operations						
60-200 Operations						
60-200-5000 Expenditures						
60-211-5101 Salaries (Full-Time)	4,794,562.00	1,236,596.72	1,236,596.72	0.00	3,557,965.28	25.79
60-211-5102 Salaries (Part-Time)	74,203.00	29,341.94	29,341.94	0.00	44,861.06	39.54
60-211-5103 Overtime	350,000.00	325,698.63	325,698.63	0.00	24,301.37	93.06
60-211-5104 Acting Pay	4,815.00	236.83	236.83	0.00	4,578.17	4.92
60-211-5105 Bilingual Pay	8,667.00	2,100.00	2,100.00	0.00	6,567.00	24.23
60-211-5108 Sick Leave Payoff	107,419.00	0.00	0.00	0.00	107,419.00	0.00
60-211-5109 Vacation Leave Payoff	46,052.00	5,309.49	5,309.49	0.00	40,742.51	11.53
60-211-5110 Training Pay	5,613.00	3,945.45	3,945.45	0.00	1,667.55	70.29
60-211-5114 Holiday Payoff	74,917.00	27,536.51	27,536.51	0.00	47,380.49	36.76

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Expenditure Status Report

South Bay Regional PCA
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10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
60-211-5115 Education Incentive Pay	93,000.00	29,801.34	29,801.34	0.00	63,198.66	32.04
60-211-5116 Overtime - Ridealongs with Member Cities	10,000.00	0.00	0.00	0.00	10,000.00	0.00
60-211-5201 Medical Insurance	561,918.00	147,063.43	147,063.43	0.00	414,854.57	26.17
60-211-5202 Dental Insurance	53,464.00	7,438.73	7,438.73	0.00	46,025.27	13.91
60-211-5203 Vision Insurance	17,804.00	4,069.70	4,069.70	0.00	13,734.30	22.86
60-211-5204 Life Insurance	7,870.00	2,138.73	2,138.73	0.00	5,731.27	27.18
60-211-5205 Medicare	83,217.00	24,367.56	24,367.56	0.00	58,849.44	29.28
60-211-5206 Unemployment Insurance	6,713.00	0.00	0.00	0.00	6,713.00	0.00
60-211-5207 Workers' Compensation	65,902.00	14,869.63	14,869.63	0.00	51,032.37	22.56
60-211-5208 PERS Contributions	798,175.00	214,548.71	214,548.71	0.00	583,626.29	26.88
60-211-5209 Retirees' Medical Insurance	57,091.00	16,035.16	16,035.16	0.00	41,055.84	28.09
60-211-5211 Social Security	890.00	33.64	33.64	0.00	856.36	3.78
60-211-5300 Maintenance & Operations	0.00	159.98	159.98	0.00	-159.98	0.00
60-211-5401 Memberships & Dues	750.00	29.21	29.21	0.00	720.79	3.89
60-211-5402 Publications	1,710.00	409.00	409.00	0.00	1,301.00	23.92
60-211-5403 Conferences, Meetings & Travel	33,262.00	3,739.95	3,739.95	5,000.00	24,522.05	26.28
60-211-5404 Employee Services/EC-BOD	2,500.00	0.00	0.00	0.00	2,500.00	0.00
60-211-5405 Employee Awards	500.00	0.00	0.00	0.00	500.00	0.00
60-211-5406 POST Training	2,000.00	0.00	0.00	0.00	2,000.00	0.00
60-211-5407 Tuition Reimbursement	18,000.00	607.50	607.50	0.00	17,392.50	3.38
60-211-5506 Uniforms/Safety Equipment	8,000.00	4,696.71	4,696.71	0.00	3,303.29	58.71
60-211-5509 Reproduction	500.00	0.00	0.00	0.00	500.00	0.00
60-211-5603 Telephone - El Segundo	3,000.00	389.45	389.45	0.00	2,610.55	12.98
60-211-5604 Telephone - Gardena	5,000.00	224.90	224.90	0.00	4,775.10	4.50
60-211-5606 Telephone - Hawthorne	6,000.00	1,506.20	1,506.20	0.00	4,493.80	25.10
60-211-5607 Telephone - Hermosa Beach	25,000.00	7,707.21	7,707.21	0.00	17,292.79	30.83
60-211-5608 Telephone - Manhattan Beach	8,000.00	1,197.12	1,197.12	0.00	6,802.88	14.96
60-211-5611 Telephone - Punta Place	5,500.00	1,264.84	1,264.84	0.00	4,235.16	23.00
60-211-5612 Telephone - RCC	12,000.00	1,982.63	1,982.63	0.00	10,017.37	16.52
60-211-5613 Sprint Wireless Reimbursable	77,289.00	19,323.21	19,323.21	0.00	57,965.79	25.00
60-211-5614 Verizon Wireless Reimbursable	15,229.00	5,381.21	5,381.21	0.00	9,847.79	35.34
60-211-5615 Telephone - Culver City	5,500.00	2,858.08	2,858.08	0.00	2,641.92	51.97
60-211-5820 Other Equipment	0.00	4,749.30	4,749.30	0.00	-4,749.30	0.00
Total Operations	7,452,032.00	2,147,358.70	2,147,358.70	5,000.00	5,299,673.30	28.88

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South Bay Regional PCA
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10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
70 Technical Services						
70-300 Technical Services						
70-300-5000 Expenditures						
70-311-5101 Salaries (Full-Time)	712,258.00	129,547.12	129,547.12	0.00	582,710.88	18.19
70-311-5103 Overtime	10,000.00	765.96	765.96	0.00	9,234.04	7.66
70-311-5107 Merit Pay	1,400.00	511.50	511.50	0.00	888.50	36.54
70-311-5108 Sick Leave Payoff	15,635.00	0.00	0.00	0.00	15,635.00	0.00
70-311-5109 Vacation Leave Payoff	13,382.00	0.00	0.00	0.00	13,382.00	0.00
70-311-5114 Holiday Payoff	12,580.00	0.00	0.00	0.00	12,580.00	0.00
70-311-5115 Education Incentive Pay	3,733.00	0.00	0.00	0.00	3,733.00	0.00
70-311-5201 Medical Insurance	69,141.00	15,949.18	15,949.18	0.00	53,191.82	23.07
70-311-5202 Dental Insurance	4,569.00	649.79	649.79	0.00	3,919.21	14.22
70-311-5203 Vision Insurance	1,305.00	356.65	356.65	0.00	948.35	27.33
70-311-5204 Life Insurance	950.00	216.15	216.15	0.00	733.85	22.75
70-311-5205 Medicare	11,027.00	1,993.35	1,993.35	0.00	9,033.65	18.08
70-311-5207 Workers' Compensation	94,760.00	26,327.99	26,327.99	0.00	68,432.01	27.78
70-311-5208 PERS Contributions	82,649.00	20,186.86	20,186.86	0.00	62,462.14	24.42
70-311-5209 Retirees' Medical Insurance	31,214.00	10,092.54	10,092.54	0.00	21,121.46	32.33
70-311-5302 Computer Contract Services/CAD-Tiburon	145,000.00	0.00	0.00	0.00	145,000.00	0.00
70-311-5311 GST Software Reimbursable	50,000.00	44,790.88	44,790.88	0.00	5,209.12	89.58
70-311-5403 Conferences, Meetings & Travel	2,650.00	0.00	0.00	0.00	2,650.00	0.00
70-311-5503 General Technical Supplies	7,500.00	0.00	0.00	0.00	7,500.00	0.00
70-311-5506 Uniforms/Safety Equipment	2,000.00	5,434.14	5,434.14	0.00	-3,434.14	271.71
70-311-5514 Parts - Billing	642,397.00	149,193.82	149,193.82	0.00	493,203.18	23.22
70-311-5515 Parts - Telecommunications	15,357.00	149.73	149.73	0.00	15,207.27	0.97
70-311-5516 Install Wire, Loom & Hardware	25,132.00	8,442.50	8,442.50	0.00	16,689.50	33.59
70-311-5517 Vehicle Operations	4,500.00	943.09	943.09	0.00	3,556.91	20.96
70-311-5520 Equipment Repair	10,000.00	232.29	232.29	0.00	9,767.71	2.32
70-311-5521 Outside Technical Serv-Towers & Equip	331,000.00	50,000.00	50,000.00	0.00	281,000.00	15.11
70-311-5820 Other Equipment	1,733,647.00	0.00	0.00	0.00	1,733,647.00	0.00
Total Technical Services	4,033,786.00	465,783.54	465,783.54	0.00	3,568,002.46	11.55

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10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
80-447-5901 CIP Expenditures-Replace Cisco Switches	17,500.00	0.00	0.00	0.00	17,500.00	0.00
80-449-5901 Backup Stand Alone Radio System-Comm Ctr	0.00	350.00	350.00	0.00	-350.00	0.00
Total Expenditures	17,500.00	350.00	350.00	0.00	17,150.00	2.00
Total CIP	17,500.00	350.00	350.00	0.00	17,150.00	2.00
Total Capital Infrastructure Projects	17,500.00	350.00	350.00	0.00	17,150.00	2.00
Total SBRPCA Enterprise Fund	13,789,810.00	3,240,062.01	3,240,062.01	144,700.74	10,405,047.25	24.55

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South Bay Regional PCA
7/1/2018 through 10/31/2018

20 Grant Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
Total Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total	13,789,810.00	3,240,062.01	3,240,062.01	144,700.74	10,405,047.25	24.55



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 20, 2018

ITEM: C5

TO: Executive Committee

FROM: Shannon Kauffman, Operations Manager *SK*

SUBJECT: APPROVE A FISCAL YEAR 2018/19 BLANKET PURCHASE ORDER TO THE CITY OF HAWTHORNE IT SERVICES (ITS) DEPARTMENT FOR INFORMATION TECHNOLOGY SUPPORT SERVICES IN A TOTAL AMOUNT NOT TO EXCEED \$200,000

ATTACHMENT: None

RECOMMENDATION

Staff recommends that the Executive Committee approve a Fiscal Year 2018/19 blanket purchase order (BPO) to the City of Hawthorne IT Services (ITS) Department for information technology support services in a total amount not to exceed \$200,000.

BACKGROUND

As reported to the Executive Committee on June 19, 2018, staff plans to issue FY 2018/19 BPOs to vendors that provide goods and services to the Authority throughout the fiscal year on an as-needed basis. The costs associated with this proposed purchase from the vendor exceed \$15,000 and therefore require approval of the Executive Committee, per Resolution 316 adopted on August 21, 2018.

DISCUSSION

A service level agreement with the City of Hawthorne IT Services Department for information technology services was approved by the Executive Committee at its May 1, 2018 meeting. This agreement provides the Authority with needed hardware and software support services and accounts for services rendered to the Authority.

The proposed BPO will ensure timely and efficient support services to the Authority and its end users.

FISCAL IMPACT

Funds for the above requested BPO, which total \$200,000, are included in the Fiscal Year 2018/19 Adopted Budget.



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 20, 2018

ITEM: C6

TO: Executive Committee

FROM: John Krok, Administrative Services Manager *JK*

SUBJECT: APPROVE A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$85,000 TO LEHR AUTO CORPORATION FOR SUPPLIES AND EQUIPMENT

ATTACHMENT: None

RECOMMENDATION

Staff recommends that the Executive Committee approve a change purchase order in the amount of \$85,000 to Lehr Auto Corporation for supplies and equipment.

BACKGROUND

As reported to the Executive Committee on June 19, 2018, staff plans to issue FY 2018/19 blanket purchase orders (BPOs) to vendors that provide goods and services to the Authority throughout the fiscal year on an as-needed basis. Staff already issued a BPO to this vendor in the amount of \$15,000 earlier this fiscal year. Because the year end costs associated with purchases from this vendor are anticipated to exceed \$15,000, approval of the Executive Committee for this change purchase order is required, per Resolution 316 adopted on August 21, 2018.

DISCUSSION

Lehr Auto Corporation was founded in 1945 as an auto electric repair facility. In the late 1980's Lehr Auto expanded its product line with emergency vehicle equipment. As one of California's largest suppliers of this equipment, they warehouse thousands of products to expedite the shipment of items.

The Authority routinely orders computers, computer mounts, controllers and other related accessories from Lehr Auto for the installation work performed by the Technical Services Division. The proposed BPO will provide staff with the ability to order supplies and equipment in a timely and efficient manner, cutting down on both lead and build time. Lehr Auto offers the Authority a discounted price as compared to their competitors. These discounts are passed along to owner and contract cities alike. For example, the Authority routinely orders Panasonic CF-33DP-00KM computers for installation in public safety vehicles. The cost comparison for this item with available vendors is as follows:

Panasonic Factory Outlet	\$3,449.95
Tough Rugged Laptops Inc.	\$3,265.98
Lehr Auto Corporation	\$2,842.39

The Authority also purchases Police Interceptor Utility On-Dash Mounts for installation in public safety vehicles. The cost comparison for this item with available vendors is as follows:

Grand & Toy	\$462.23
Gamber-Johnson	\$361.00
Lehr Auto Corporation	\$300.00

Based on the competitive pricing received from the vendor on a variety of supplies and equipment, coupled with its ability to supply these goods in a timely manner, staff recommends the approval of a BPO in the amount of \$100,000 for the remainder of the fiscal year.

FISCAL IMPACT

The above requested change purchase order would bring the total BPO amount to \$100,000. Funds for this purchase are included in the Fiscal Year 2018/19 Adopted Budget. Additionally, all costs associated with the upfitting of vehicles are 100% reimbursable by the member or contract agencies requesting the service.



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 20, 2018

ITEM: C7

TO: Executive Committee

FROM: John Krok, Administrative Services Manager *JK*

SUBJECT: APPROVE A FISCAL YEAR 2018/19 BLANKET PURCHASE ORDER TO CDW CORPORATION FOR SUPPLIES AND EQUIPMENT IN A TOTAL AMOUNT NOT TO EXCEED \$100,000

ATTACHMENT: None

RECOMMENDATION

Staff recommends that the Executive Committee approve a Fiscal Year 2018/19 blanket purchase order to CDW Corporation for supplies and equipment in a total amount not to exceed \$100,000.

BACKGROUND

As reported to the Executive Committee on June 19, 2018, staff plans to issue FY 2018/19 blanket purchase orders (BPOs) to vendors that provide goods and services to the Authority throughout the fiscal year on an as-needed basis. The costs associated with this proposed purchase from the vendor exceed \$15,000 and therefore require approval of the Executive Committee, per Resolution 316 adopted on August 21, 2018.

DISCUSSION

CDW Corporation was founded in 1984 and remains a leader in providing technology products and services for business, government and education. The company has a secondary division known as CDW-G, devoted solely to United States government entities, including Local, State and the Federal government.

The Authority routinely orders computers, modems, cables and other related accessories from CDW for the installation work performed by the Technical Services Division. The proposed BPO will provide staff with the ability to order supplies and equipment in a timely and efficient manner, cutting down on both lead and build time. CDW offers the Authority a discounted price as compared to their competitors. These discounts are passed along to owner and contract cities alike. For example, the Authority routinely orders GETAC F110 G3 computers for installation in public safety vehicles. The cost comparison for this item with available vendors is as follows:

COMMLine Inc.	\$2,932.50
Tough Rugged Laptops Inc.	\$2,349.00
CDW Corporation	\$2,339.00

The Authority also purchases Cradlepoint Mobile Routers for installation in public safety vehicles. The cost comparison for this item with available vendors is as follows:

Cradlepoint	\$1,547.86
Barcodes	\$1,379.00
CDW Corporation	\$1,025.00

Based on the competitive pricing received from the vendor on a variety of supplies and equipment, coupled with its ability to supply these goods in a timely manner, staff recommends the approval of a BPO in the amount of \$100,000 for the remainder of the fiscal year.

FISCAL IMPACT

Funds for the above requested BPO, which total \$100,000, are included in the Fiscal Year 2018/19 Adopted Budget. Additionally, all costs associated with the upfitting of vehicles are 100% reimbursable by the member or contract agencies requesting the service.




Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 20, 2018

ITEM NUMBER: C8

TO: Executive Committee

FROM: Erick B. Lee, Executive Director 

SUBJECT: Update on FirstNet in Los Angeles County

ATTACHMENTS: None

RECOMMENDATION

None. This report is provided for information only.

BACKGROUND

FirstNet is an independent authority within the U.S. Department of Commerce. Authorized by Congress in 2012, its mission is to develop, build and operate the nationwide, broadband network that equips first responders to save lives and protect U.S. communities.

FirstNet is the only nationwide public safety communications platform dedicated to America’s first responders. Being built with AT&T, in public-private partnership with the First Responder Network Authority, FirstNet is bringing public safety agencies technology to help them connect to the critical information they need—every day and in every emergency. According to FirstNet, five key capabilities that first responders will find most useful in their efforts to perform their jobs by using the network are:

Asset Tracking & Location Services

It’s challenging to track responders in the field. With access to the latest wireless location technologies and an “always on” connection, FirstNet

helps public safety agencies dispatch and track personnel, tools, and resources in real time—improving responder safety and enabling more efficient response.

Priority & Preemption

During an incident, commercial networks are often flooded with commercial traffic that can hamper emergency response and result in slow connections and failed calls. As a dedicated first responder network, FirstNet pushes public safety communications to the front, ensuring responders can communicate every day and in every emergency.

Push-to-Talk

FirstNet devices support push-to-talk capabilities that enhance emergency communications. Subscribers can create and manage one-on-one or multiple talk groups and channels for specific personnel. The network is built to carry high-speed data, including images and video, which can be shared through these talk groups, resulting in faster and more coordinated response.

Customer Care & Advocacy

Public safety must respond 24/7/365—and so does FirstNet. Trained representatives are available to public safety subscribers at all times to provide technical, billing, or service support. The FirstNet Authority also engages with first responders to advocate for their network needs and enhancements.

Secure Data Sharing

When sharing mission-critical or sensitive data, security is paramount. FirstNet is built with end-to-end encryption; offers identification and credentialing solutions; and provides 24/7/365 monitoring through a dedicated Security Operation Center that protects critical data, applications, and services running over the network.

As part of the Authority's FY2018/19 work plans, the Executive Committee requested staff to monitor FirstNet's implementation in the South Bay. This report provides the first of said updates for the Authority's member and contract cities.

DISCUSSION

On November 8, 2018, the Interagency Communications Interoperability System (ICI-System) hosted a meeting of public safety professionals in the City of Glendale's Council Chambers to discuss FirstNet's progress in Southern California Los Angeles County. During this meeting Kevin Nida, FirstNet's Senior Public Safety Advisor for California, presented an update on the agency's Band 14 installations throughout Los Angeles County. Additionally, attendees were able to view confidential and proprietary FirstNet coverage maps for the region which, at face value, appear very promising for the South Bay region.

Overall, FirstNet claims to have made significant strides over the past two years in deploying the Public Safety Broadband Network (PBSN). Mr. Nida advised that network coverage will be “good” in the Los Angeles County region by March 2019 and “optimized” by March 2020. Mr. Nida further advised that the federal government has guaranteed that the network will operate for a minimum of 25 years.

Access to the system is anticipated to cost \$37 per month, per device. This fee would provide for unlimited data with no throttling up to 22GB. After 22GB, the device owner would be contacted by FirstNet to determine the need for additional data. When asked about potential discount programs for agencies that have allowed for LA-RICS and FirstNet installations at their facilities, Mr. Nida did not advise that such discounts would be available.

Staff will continue to monitor FirstNet’s deployment of sites in the South Bay and will report back to the Executive Committee and User Committees as appropriate and when additional information becomes available.

FISCAL IMPACT

None.




Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 20, 2018

ITEM: E1

TO: User Committee

FROM: Erick B. Lee, Executive Director 

SUBJECT: ELECTION OF USER COMMITTEE CHAIR FOR THE REMAINDER OF FISCAL YEAR 2018/2019

ATTACHMENTS: None

RECOMMENDATION

Staff recommends that the User Committee elect from among themselves a new Chair, and Vice Chair if appropriate, for the remainder of FY2018/19.

DISCUSSION

With the recent retirement of Hawthorne’s Chief of Police Robert Fager, the office of Chair of the User Committee is now vacant.

The Authority’s Bylaws provide for the establishment of User Committee Officers as follows:

1. The User Committee shall elect, from among the membership of the official representatives of said Committee, a chair and vice chair. The vice chair shall not be a member of the same member agency or public safety service as the chair of such Committee.
2. Officers of the User Committee shall be elected at the first meeting of the Committee and at the first regular meeting on or after July 1 of each year thereafter. Said election shall be the first item of business at said meetings and the newly elected officers shall assume office immediately following their election.

3. A vacancy shall immediately occur in the office of any officer upon the resignation, death or disability of the person holding such office, or in the event that an officer ceases to be an official representative of a member agency. The Committee shall fill such vacancy in accordance with the provisions of these Bylaws.
4. The chair shall preside at all meetings of the User Committee. The vice chair shall act as chair in the absence of the chair. In the absence of both officers, those members present shall elect a temporary chair to serve at that meeting. Said temporary chair shall have all the duties and responsibilities of the chair.
5. A recording secretary shall be appointed by the chair and shall keep a record of all proceedings of the User Committee.

Staff recommends that a new Chair be elected from the membership of the User Committee to serve for the remainder of FY2018/19. Current members of the User Committee are:

Chief of Police, Gardena:	Thomas Kang
Chief of Police, Hawthorne:	Michael Ishii
Chief of Police/Interim Fire Chief, Manhattan Beach:	Derrick Abell

Chief Abell is currently the Vice Chair of the User Committee. Should he be elected to serve as Chair, a new Vice Chair would also need to be elected.

FISCAL IMPACT

None.



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 20, 2018

ITEM: E2

TO: Executive Committee

FROM: Erick B. Lee, Executive Director

SUBJECT: CARRY OVER OF THE REMAINING BALANCE OF A PURCHASE ORDER ISSUED TO MOTOROLA SOLUTIONS, INC. IN THE AMOUNT OF \$1,602,068.60 RELATED TO THE UASI 2016 GRANT AND INTEROPERABILITY NETWORK OF THE SOUTH BAY PROJECT FROM FISCAL YEAR 2017/2018 TO 2018/2019

ATTACHMENTS: None

RECOMMENDATION

Staff recommends that the Executive Committee approve the carry over of the remaining balance of a purchase order issued to Motorola Solutions, Inc. (“Motorola”) in the amount of \$1,602,068.60 related to the UASI 2016 grant and Interoperability Network of the South Bay (“INSB”) Project from Fiscal Year 2017/2018 to 2018/2019.

DISCUSSION

The Authority was awarded a \$5,000,000 grant under the 2016 Urban Area Security Initiative (UASI) for the Los Angeles/Long Beach operational area to implement the INSB network. The purpose of this grant is to upgrade and migrate six repeater sites to digital trunking and interface the system with other regional public safety partners.

In September 2017, the Authority entered into an agreement with Motorola for services, equipment, and software necessary to develop the INSB network and issued the vendor a purchase order in the amount of \$4,458,356. Due to the change in scope of this project associated with moving the location of the sixth site in the City of El Segundo, additional costs were incurred and the Executive Committee authorized a change order in the amount of \$41,644 on May 30, 2018. This brought the total value of the vendor’s work to \$4,500,000.

As of June 30, 2018, a total of \$2,897,931.40 had been expended from this purchase order. The remaining amount of \$1,602,068.60 needs to be carried over from FY2017/18 to FY2018/19 to fund the expenses associated with the remainder of this project.

FISCAL IMPACT

A carry over in the amount of \$1,602,068.60 for Purchase Order #00041/701203804 is necessary to complete this project.



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 20, 2018

ITEM: E3

TO: Executive Committee

FROM: Erick B. Lee, Executive Director

SUBJECT: APPROPRIATION OF \$4,773,979.70 IN REIMBURSEMENTS RELATED TO THE COMMUNICATION EQUIPMENT PURCHASE AND REIMBURSEMENT AGREEMENTS WITH MEMBER AND CONTRACT CITIES AND AUTHORIZATION OF THESE FUNDS TO BE USED TO EXERCISE THE PURCHASE OPTION UNDER THE EQUIPMENT LEASE-PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC.; AND

APPROPRIATION OF \$37,059.88 FROM THE ENTERPRISE FUND UNRESERVED BALANCE AND AUTHORIZATION OF THESE FUNDS TO BE USED TO EXERCISE THE PURCHASE OPTION UNDER THE EQUIPMENT LEASE-PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC.; AND

APPROVAL TO EXERCISE THE PURCHASE OPTION UNDER THE EQUIPMENT LEASE-PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC. AND AUTHORIZE THE EXECUTIVE DIRECTOR TO PROVIDE THE 30 DAY NOTICE REQUIRED TO PURCHASE ALL OF THE EQUIPMENT ASSOCIATED WITH THE AGREEMENT; AND

AUTHORIZATION FOR EXECUTIVE DIRECTOR TO ISSUE PAYMENT TO MOTOROLA SOLUTIONS, INC IN THE AMOUNT OF \$6,544,686.58; AND

AUTHORIZATION FOR THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE AMENDMENTS TO THE COMMUNICATION EQUIPMENT PURCHASE AND REIMBURSEMENT AGREEMENTS WITH MEMBER AND CONTRACT CITIES TO RECONCILE THE CONSIDERATION

AMOUNTS WITH THE ACTUAL ORDERS PLACED AND COSTS INCURRED FOR THIS PROJECT

- ATTACHMENTS:**
1. Equipment Lease-Purchase Agreement
 2. Differences Between Agreements and Actual Cost by City

RECOMMENDATION

Staff recommends that the Executive Committee:

1. Appropriate \$4,773,979.70 in reimbursements related to the Communication Equipment Purchase and Reimbursement Agreements with member and contract cities as indicated below and authorize these funds to be used to exercise the purchase option under the Equipment Lease-Purchase Agreement with Motorola Solutions, Inc.:

<u>From</u>	<u>To</u>
Enterprise Fund	Technical Services/Other Equipment
Fund 10 Unreserved Balance	Account # 10-70-311-5820

2. Appropriate \$37,059.88 from the Enterprise Fund unreserved balance as indicated below and authorize these funds to be used to exercise the purchase option under the Equipment Lease-Purchase Agreement with Motorola Solutions, Inc.:

<u>From</u>	<u>To</u>
Enterprise Fund	Technical Services/Other Equipment
Fund 10 Unreserved Balance	Account # 10-70-311-5820

3. Approve exercising the purchase option under the Equipment Lease-Purchase Agreement with Motorola Solutions, Inc. and authorize the Executive Director to provide the 30 day notice required to purchase all of the equipment associated with the Agreement.
4. Authorize the Executive Director to issue payment to Motorola Solutions, Inc. in the amount of \$6,544,686.58.
5. Authorize the Executive Director to negotiate and execute amendments to the Communication Equipment Purchase and Reimbursement Agreements with member and contract cities to reconcile the consideration amounts with the actual orders placed and costs incurred for this project.

DISCUSSION

In 2017, the Authority entered into an agreement with Motorola Solutions, Inc. (“Motorola”) for the purchase of mobile and portable radios and accessories in the amount of \$6,544,686.58 on behalf of its three (3) member cities and two (2) of its contract cities. These radios are necessary for these five (5) cities to operate on the Interoperability Network of the South Bay (INSB) radio network, which is under construction and anticipated to go-live in early 2019. The agreement with Motorola provided the Authority with a 40% discount on the equipment with no up-front payments due and no interest financing, provided that the balance is paid by December 31, 2018 (Attachment #1).

Additionally, the Authority entered into Communication Equipment Purchase and Reimbursement agreements with the five (5) cities to supply the funding for each city's share of the purchase.

As of November 13, 2018, the following amounts have been received from the five (5) cities:

CITY	AMOUNTS RECEIVED
GARDENA	\$ 984,273.42
HAWTHORNE	740,893.41
MANHATTAN BEACH	1,277,756.55
EL SEGUNDO	1,154,740.05
HERMOSA BEACH	616,316.27
TOTAL	\$ 4,773,979.70

Additionally, on October 11, 2018, the Board of Directors appropriated \$1,733,647.00 from the Enterprise Fund unreserved balance on behalf of the Authority's three (3) Member Cities as follows:

CITY	AMOUNT APPROPRIATED
GARDENA	\$ 556,154.00
HAWTHORNE	781,355.00
MANHATTAN BEACH	396,138.00
TOTAL	\$ 1,733,647.00

When combined, the total amounts received in reimbursements from the five (5) cities and appropriated by the Board of Directors is as follows:

CITY	REIMBURSEMENTS PER AGREEMENTS	APPROPRIATED ON 10/11/2018	TOTALS
GARDENA	\$984,273.42	\$556,154.00	\$1,540,427.42
HAWTHORNE	740,893.41	781,355.00	1,522,248.41
MANHATTAN BEACH	1,277,756.55	396,138.00	1,673,894.55
EL SEGUNDO	1,154,740.05	-	1,154,740.05
HERMOSA BEACH	616,316.27	-	\$616,316.27
TOTAL	\$4,773,979.70	\$1,733,647.00	\$6,507,626.70

The total amount due to Motorola by December 31, 2018 to exercise the option purchase option without incurring any finance charges is \$6,544,686.58. The difference between the payoff amount and the reimbursements received under the agreements with the five (5) cities and the previous appropriation by the Board of Directors is \$37,059.88.

AMOUNT DUE TO MOTOROLA	\$6,544,686.58
REIMBURSEMENTS AGREEMENTS	(4,773,979.70)
APPROPRIATION FROM 10/11/2018	(1,733,647.00)

REMAINING APPROPRIATION NEEDED	\$37,059.88
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The reason for this difference is that the Communication Equipment Purchase and Reimbursement Agreements with the five (5) cities did not exactly match the equipment order that was placed with Motorola and the additional costs associated with the services performed by Commline Inc. to ready the equipment on the network. The details regarding the differences between the agreement amounts and the actual costs incurred by each city are included as Attachment #2 and summarized as follows:

CITY	AGREEMENT AMOUNTS	ACTUAL COSTS INCURRED			DIFFERENCE BETWEEN AGREEMENTS & ACTUALS
		MOTOROLA	COMMLINE	TOTAL	
GARDENA	\$ 1,540,427.42	\$1,497,294.56	\$26,820.00	\$1,524,114.56	\$ 16,312.86
HAWTHORNE	\$ 1,522,248.41	\$1,540,737.94	\$27,800.00	\$1,568,537.94	(46,289.53)
MANHATTAN BEACH	\$ 1,673,894.55	\$1,647,843.61	\$30,440.00	\$1,678,283.61	(4,389.06)
EL SEGUNDO	\$ 1,154,740.05	\$1,128,344.05	\$18,240.00	\$1,146,584.05	8,156.00
HERMOSA BEACH	\$ 616,316.27	\$616,017.77	\$11,350.00	\$627,367.77	(11,051.50)
SBRPCA	\$115,846.76 ¹	\$114,451.76	\$1,395.00	\$115,846.76	-
TOTAL	\$ 6,623,473.46	\$6,544,689.69²	\$116,045.00	\$6,660,734.69	\$ (37,261.23)

In order to issue payment in full to Motorola, an additional appropriation from the Enterprise Fund Unreserved Balance in the amount of \$37,059.88 is necessary. This amount will be offset by the \$37,261.23 that will be recovered as the Authority pursues amendments to the Communication Equipment Purchase and Reimbursement Agreements with each of the five (5) cities to true-up their actual costs incurred by this project.

FISCAL IMPACT

Appropriations totaling \$4,811,039.58 are necessary to issue payment in full to Motorola and complete this purchase.

Funds available & received under reimbursement agreements:	\$4,773,979.70
Enterprise Fund Unreserved Balance:	37,059.88
Total:	\$4,811,039.58

¹ This portion of the purchase is for radios that will be operated by Authority.

² This amount differs from the actual amount that is owed to Motorola by \$3.11 due to rounding issues.

The Authority has already received reimbursements for this project totaling \$4,773,979.70. Recovery of the remaining amount of \$37,059.88 will be pursued under amendments to the Communication Equipment Purchase and Reimbursement Agreements with each of the five (5) cities.

ATTACHMENT #1

Agenda Item E3

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

- 1. Complete Billing Address: South Bay Regional Public Communications Authority
4440 W. Broadway, Hawthorne, CA 90250
E-mail Address: sarbuckle@rcc911.org
Attention: Scott Arbuckle, Finance Manager
Phone: 310-973-1802 X105
- 2. Lessee County Location: Los Angeles
- 3. Federal Tax I.D. Number: 95-3142625
- 4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: P.O. 701203935
- 5. Equipment description that you would like to appear on your invoicing: Refer to descriptions on Master Summary (Model #s & Descriptions)

Appropriate Contact for Documentation / System Acceptance Follow-up:

- 6. Appropriate Contact & Mailing Address: John Krok, Administration Manager
South Bay Regional Public Communications Authority
4440 W. Broadway, Hawthorne, CA 90250
Phone: 310-973-1802 X103
Fax: 310-978-0892
- 7. Payment remit to address: Motorola Solutions Credit Company LLC
P.O. Box 71132
Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24277

LESSEE:

South Bay Regional Communications Authority
4440 West Broadway
Hawthorne CA 90250

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and pursue funds from which the Lease Payments may be made. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.


Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH

LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

5.1 EXECUTORY CONTRACT. For purposes of Section 109-b(2)(f) of the General Municipal Law of the State of New York, Lessor and Lessee hereby agree that this Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of such Lease, and no liability on account thereof shall be incurred by Lessee beyond the amount of such monies. This Lease is not a general obligation of Lessee. Neither the full faith and credit nor the taxing power of Lessee are pledged to the payment of any amount due or to become due under this Lease. ~~It is understood that neither this Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of this Lease.~~ 

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(c) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly

after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant

hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be

prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the ____ day of December, 2017.

LESSEE:
South Bay Regional Communications Authority

By: [Signature]
Title: **Executive Director**

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: [Signature]
Title: **Assistant Treasurer**

CERTIFICATE OF INCUMBENCY

I, Wendy Weeks do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of **South Bay Regional Communications Authority**, an entity duly organized and existing under the laws of the **State of California** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24277**, between **South Bay Regional Communications Authority** and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **South Bay Regional Communications Authority** , hereto this 11 day of December 2017

By: Wendy Weeks
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24277 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for **South Bay Regional Communications Authority**

SCHEDULE A EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A 24277
Lease Number:

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number 24277 ("Lease"), between Lessor and **South Bay Regional Communications Authority** , Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 36 Months

Commencement Date: 12/31/2017

First Payment Due Date: 1/1/2019

3 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.



Quote Number: QU0423516
 Effective: 04 DEC 2017
 Effective To: 02 FEB 2018

Bill-To:
 SOUTH BAY REGIONAL PUBLIC COMM
 4440 W BROADWAY
 HAWTHORNE, CA 90250
 United States

Attention:
Name: Ralph Mailloux
Email: rmailloux@rcc911.org

Sales Contact:
Name: Jeff Fukasawa
Email: jeff.fukasawa@commlineinc.com
Phone: 3103908003

Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	1	T7914A	RADIO MANAGEMENT ONLINE	-	-	-
1a	1335	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	\$100.00	\$100.00	\$133,500.00

Total Quote in USD **\$133,500.00**

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Purchaser will be responsible for shipping costs, which will be added to the invoice.

4 Prices quoted are valid for thirty(30) days from the date of this quote.

5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	Exception Unit Price	Exception Extended Price	Price Exception Status	Expiration Date
27 Feb 2018	N	142.00	113.60	389	44,190.40	Fixed Price	80.34	80.34	31,252.26	Pending	12 Mar 2018
10. Model No. NNTN8944A CHARGER, MULTI-UNIT, IMPRES 2, 6-DISP, NA/LA-PLUG, ACC USB CHGR											
Unit of Measure: EA											
Contract 18105 - LA County , CA											
Reason											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
01 Jan 2018	N	1,250.00	1,000.00	21	21,000.00	Fixed Price	707.27	707.27	14,852.67	Pending	12 Mar 2018
11. Model No. PMLN5658B CARRY ACCESSORY-CASE,APX6000 CC 3 FIX BL 2900&2150MAH											
Unit of Measure: EA											
Contract 18105 - LA County , CA											
Reason											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
18 Dec 2017	N	67.00	53.60	76	4,073.60	Fixed Price	37.91	37.91	2,881.16	Pending	12 Mar 2018
12. Model No. RLN5313B RECEIVE NLY SURV KIT (BLACK) /NOISE											
Unit of Measure: EA											
Contract 18105 - LA County , CA											
Reason											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
18 Dec 2017	N	55.62	44.50	102	4,539.00	Fixed Price	31.47	31.47	3,209.94	Pending	12 Mar 2018
13. Model No. PMLN6129A ACCESSORY KIT,SMART 2 WIRE W/TRANS TUBE BLK											
Unit of Measure: EA											
Contract 18105 - LA County , CA											
Reason											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
02 Aug 2018	N	125.66	100.53	50	5,026.50	Fixed Price	71.1	71.10	3,555.00	Pending	12 Mar 2018
14. Model No. FAF5260A ASSY,ANT,UHF R2 PLUS GPS STUBBY ANT											
Unit of Measure: EA											
Contract 18105 - LA County , CA											
Reason											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
05 Mar 2018	N	60.00	48.00	131	6,288.00	Fixed Price	33.95	33.95	4,447.45	Pending	12 Mar 2018
15. Model No. PMMN4491A BATT IMPRES LIION IP68 2100T											
Unit of Measure: EA											
Contract 18105 - LA County , CA											
Reason											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
13 Dec 2017	N	100.00	80.00	146	11,680.00	Fixed Price	56.58	56.58	8,260.68	Pending	12 Mar 2018
16. Model No. PMPN4284A CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA											
Unit of Measure: EA											
Contract 18105 - LA County , CA											
Reason											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
13 Mar 2018	N	595.00	476.00	16	7,616.00	Fixed Price	336.66	336.66	5,386.56	Pending	12 Mar 2018
17. Model No. PMMN4050A MICROPHONE,IMPRES REMOTE SPEAKER MIC, NC											
Unit of Measure: EA											
Contract 18105 - LA County , CA											
Reason											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
15 Jan 2018	N	100.94	85.80	183	15,701.40	Fixed Price	57.11	57.11	10,451.13	Pending	12 Mar 2018
18. Model No. PMPN4174A CHGR DESKTOP SINGLE UNIT IMPRES, US/NA											
Unit of Measure: EA											
Contract 18105 - LA County , CA											
Reason											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
01 Jan 2018	N	69.25	55.40	117	6,481.80	Fixed Price	39.18	39.18	4,584.06	Pending	12 Mar 2018
19. Model No. PMLN5838A HARD LEATHER CC 3INCH FIX LKP FKP											
Unit of Measure: EA											
Contract 18105 - LA County , CA											
Reason											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
18 Dec 2017	N	51.00	40.80	38	1,550.40	Fixed Price	28.86	28.86	1,096.68	Pending	12 Mar 2018
20. Model No. FAF5260A ASSY,ANT,UHF R2 PLUS GPS STUBBY ANT											
Unit of Measure: EA											
Contract 18105 - LA County , CA											
Reason											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date

05 Mar 2018	N	60.00	48.00	59	2,832.00	Fixed Price	33.95	33.95	2,003.05	Pending	12 Mar 2018
21. Model No. PMNN4491A BATT IMPRES LION IP68 2100T Unit of Measure: EA Contract: 18105 - LA County , CA Reason:											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
13 Dec 2017	N	100.00	80.00	138	11,040.00	Fixed Price	56.58	56.58	7,808.04	Pending	12 Mar 2018
22. Model No. PMPN4284A CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC US/NA Unit of Measure: EA Contract: 18105 - LA County , CA Reason:											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
13 Mar 2018	N	595.00	476.00	14	6,664.00	Fixed Price	336.67	336.67	4,713.38	Pending	12 Mar 2018
23. Model No. PMMN4050A MICROPHONE,IMPRES REMOTE SPEAKER MIC, NC Unit of Measure: EA Contract: 18105 - LA County , CA Reason:											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
15 Jan 2018	N	100.94	85.80	53	4,547.40	Fixed Price	57.12	57.12	3,027.36	Pending	12 Mar 2018
24. Model No. PMPN4174A CHGR DESKTOP SINGLE UNIT IMPRES, US/NA Unit of Measure: EA Contract: 18105 - LA County , CA Reason:											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
01 Jan 2018	N	69.25	55.40	122	6,758.80	Fixed Price	39.18	39.18	4,779.96	Pending	12 Mar 2018
25. Model No. F2380A MCD 5000 DESKSET Unit of Measure: EA Contract: 18105 - LA County , CA Reason:											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
01 Jan 2018	N	1,500.00	1,200.00	50	60,000.00		0	1,200.00	60,000.00	N/A	
26. Model No. F7979A MCD 5000 DESKSET RADIO GATEWAY UNIT (RGU) Unit of Measure: EA Contract: 18105 - LA County , CA Reason:											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
01 Jan 2018	N	1,500.00	1,200.00	60	72,000.00		0	1,200.00	72,000.00	N/A	
27. Model No. FVN5847A MCD 5000 DESKSET SYSTEM CONFIG TOOL - SYSTEM W/OUT OMC Unit of Measure: EA Contract: 18105 - LA County , CA Reason:											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
01 Jan 2018	N	250.00	200.00	50	10,000.00	Fixed Price	141.46	141.46	7,073.00	Pending	12 Mar 2018
28. Model No. FKN8690A CABLE - MCD 5000 RGU TO ASTRO CONSOLETTA W9 DIRECT CONNECT Unit of Measure: EA Contract: 18105 - LA County , CA Reason:											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
29 Jan 2018	N	100.00	80.00	60	4,800.00	Fixed Price	56.58	56.58	3,394.80	Pending	12 Mar 2018
29. Model No. FHN7469AS POWER SUPPLY KIT FOR SERVICE Unit of Measure: EA Contract: 18105 - LA County , CA Reason:											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
18 Dec 2017	N	100.00	80.00	60	4,800.00	Fixed Price	56.59	56.59	3,395.40	Pending	12 Mar 2018
30. Model No. FHN7470AS MCD 5000 HEADSET JACKBOX & CABLE Unit of Measure: EA Contract: 18105 - LA County , CA Reason:											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
18 Dec 2017	N	197.50	158.00	50	7,900.00	Fixed Price	111.75	111.75	5,587.50	Pending	12 Mar 2018
31. Model No. FHN7469AS POWER SUPPLY KIT FOR SERVICE Unit of Measure: EA Contract: 18105 - LA County , CA Reason:											
Notes											
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
18 Dec 2017	N	100.00	80.00	50	4,000.00	Fixed Price	56.59	56.59	2,829.50	Pending	12 Mar 2018

32. Model No. T7537B **KVL 4000 PDA SNAP-ON**
 Unit of Measure: EA
 Contract 18105 - LA County , CA

Reason												Notes
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date	
05 Feb 2018	N	6,968.50	5,992.91	2	11,985.82					Pending	12 Mar 2018	
Configuration												
1. T7537B		1,250.00	1,075.00	2	2,150.00	Fixed Price	707.3	707.30	1,414.60		12 Mar 2018	
2. CA00182AP ADD: AES ENCRYPTION SOFTWARE		750.00	645.00	2	1,290.00	Fixed Price	424.38	424.38	848.76		12 Mar 2018	
3. CA02848AA ADD: AES-S ENCRYPTION SOFTWARE		150.00	129.00	2	258.00	Fixed Price	84.88	84.88	169.76		12 Mar 2018	
4. CA02849AA ADD: AES-S ENCRYPTION		150.00	129.00	2	258.00	Fixed Price	84.88	84.88	169.76		12 Mar 2018	
5. X423AF ADD: DES/DES-XL/DES-OFB ENCRYPTION		1,550.00	1,333.00	2	2,666.00	Fixed Price	877.04	877.04	1,754.08		12 Mar 2018	
6. X769AD ADD: DVP-XL ENCRYPTION SOFTWARE		750.00	645.00	2	1,290.00	Fixed Price	424.38	424.38	848.76		12 Mar 2018	
7. QA01767AA ADD: KVL RADIO AUTHENTICATION		500.00	430.00	2	860.00	Fixed Price	282.92	282.92	565.84		12 Mar 2018	
8. U239AD ADD: ASTRO 25 MODE		250.00	215.00	2	430.00	Fixed Price	141.46	141.46	282.92		12 Mar 2018	
9. X795AJ ADD: ASN MODE		600.00	516.00	2	1,032.00	Fixed Price	339.5	339.50	679.00		12 Mar 2018	
10. CA01598AA ADD: AC LINE CORD US		11.00	9.46	2	18.92	Fixed Price	6.22	6.22	12.44		12 Mar 2018	
11. CA01803AA ADD: KVL 4000 SLEEVE COVER		75.00	64.50	2	129.00	Fixed Price	42.44	42.44	84.88		12 Mar 2018	
12. C542AA ADD: CABLE FOR CIU PX300-S		84.00	72.24	2	144.48	Fixed Price	47.53	47.53	95.06		12 Mar 2018	
13. C543AA ADD: CABLE FOR RNC, DIU, MGE		84.00	72.24	2	144.48	Fixed Price	47.53	47.53	95.06		12 Mar 2018	
14. C551AA ADD: KVL/MCS2000 INTERFACE CBL		75.00	64.50	2	129.00	Fixed Price	42.44	42.44	84.88		12 Mar 2018	
15. C724AA CABLE, KEYLOAD		75.00	64.50	2	129.00	Fixed Price	42.44	42.44	84.88		12 Mar 2018	
16. C725AA ADD: KEYLOAD CABLE FOR APX PORTABLE		75.00	64.50	2	129.00	Fixed Price	42.44	42.44	84.88		12 Mar 2018	
17. C954AB ADD: CABLE FOR SPECTRA/SPECTRO		109.00	93.74	2	187.48	Fixed Price	61.68	61.68	123.36		12 Mar 2018	
18. CA00241AA ADD: CABLES INFRA AIE DIMETRA		84.00	72.24	2	144.48	Fixed Price	47.53	47.53	95.06		12 Mar 2018	
19. CA01603AA ADD: USB COMM/CHARGE CABLE W/ CUP		115.00	98.90	2	197.80	Fixed Price	65.07	65.07	130.14		12 Mar 2018	
20. CA02186AA ADD: KEYLOAD CABLE FOR CRYPTR MICRO		190.00	163.40	2	326.80	Fixed Price	107.51	107.51	215.02		12 Mar 2018	
21. CA02187AA ADD: KEYLOADING CABLE ADAPTER (GCAI)		41.50	35.69	2	71.38	Fixed Price	23.48	23.48	46.96		12 Mar 2018	

33. Model No. NNTN8120A **WEATHER CASE FOR KVL**
 Unit of Measure: EA
 Contract 18105 - LA County , CA

Reason												Notes
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date	
18 Dec 2017	N	399.00	343.14	2	686.28	Fixed Price	225.76	225.76	451.52	Pending	12 Mar 2018	

Total: 526,678.63

New Total: 405,000.00

Order Variance: 23.10%

Price Exception Number: PE143873

Created By: jeffreyfukasawa **Cart Name:** SBRPCA Final Order **Currency:** USD
Created On: 11 Dec 2017 **Price Exception Status:** Pending **Contract:** 18105 - LA County , CA

previewblumpsumdiscount: 3668274 (Fixed Price)

Reason: Incentive for order volume **Notes:**

PE Quote Notes:

Price Exception Requester Details

Enterprise name: Comline Inc - MR- CA **Name:** Jeff Fukasawa
 Customer Number: 1000292368 **Phone number:** 3103908003
 Customer Name: SOUTH BAY REGIONAL PUBLIC COMM **Email Address:** jeff.fukasawa@comlineinc.com

1. Model No. H91TGD9PW7AN APX 8000 ALL BAND PORTABLE MODEL 3.5
 Unit of Measure: EA
 Contract: 18105 - LA County , CA

Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
01 Jan 2018	N	10,412.00	7,946.36	23	182,766.28					Pending	12 Mar 2018
Configuration											
1. H91TGD9PW7AN		6,292.00	4,593.16	23	105,642.68	Fixed Price	3876.42	3,876.42	89,157.66		12 Mar 2018
2. QA01427AG ALT: APX 8000 HOUSING GREEN		25.00	18.25	23	419.75	Fixed Price	15.4	15.40	354.20		12 Mar 2018
3. Q806CB ADD: ASTRO DIGITAL CAI OPERATION		515.00	375.95	23	8,646.85	Fixed Price	317.28	317.28	7,297.44		12 Mar 2018
4. HA00025AK ENH: SFS COMPREHENSIVE 5 YR		480.00	480.00	23	11,040.00		0	480.00	11,040.00		
5. QA03400AA DEL: FCC NARROWBANDING MANDATE		0.00	0.00	23	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018
6. QA07571AA ALT: RUGGED DIV2 BATT IMPRES 2 LIION 3400		50.00	36.50	23	839.50	Fixed Price	30.8	30.80	708.40		12 Mar 2018
7. QA02006AC ENH: APX8000XE RUGGED RADIO		800.00	800.00	23	18,400.00	Fixed Price	492.87	492.87	11,336.01		12 Mar 2018
8. H38BS ADD: SMARTZONE OPERATION		1,500.00	1,095.00	23	25,185.00	Fixed Price	924.13	924.13	21,254.99		12 Mar 2018
9. Q361AN ADD: P25 9600 BAUD TRUNKING		300.00	219.00	23	5,037.00	Fixed Price	184.83	184.83	4,251.09		12 Mar 2018
10. Q53AF ADD: FRONT PANEL PROGRAMMING & CLONING		150.00	109.50	23	2,518.50	Fixed Price	92.41	92.41	2,125.43		12 Mar 2018
11. QA09001AB ADD: WIFI CAPABILITY		300.00	219.00	23	5,037.00	Fixed Price	184.83	184.83	4,251.09		12 Mar 2018
12. QA09007AA ADD: OUT OF THE BOX WIFI PROVISIONING		0.00	0.00	23	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018

2. Model No. M37TSS9PW1AN APX8500 ALL BAND MP MOBILE
 Unit of Measure: EA
 Contract: 18105 - LA County , CA

Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
01 Jan 2018	N	9,458.00	7,040.96	2	14,081.92					Pending	12 Mar 2018
Configuration											
1. M37TSS9PW1AN		4,770.00	3,482.10	2	6,964.20	Fixed Price	2938.73	2,938.73	5,877.46		12 Mar 2018
2. GA00226AB ADD: GPS/WI-FI ANTENNA		100.00	73.00	2	146.00	Fixed Price	61.61	61.61	123.22		12 Mar 2018
3. G892AB ENH: HAND MIC, GCAI WATER RESISTANT		72.00	52.56	2	105.12	Fixed Price	44.36	44.36	88.72		12 Mar 2018
4. GA01513AA ADD: ALL BAND MOBILE ANTENNA (7/8/N/U)		95.00	69.35	2	138.70	Fixed Price	58.53	58.53	117.06		12 Mar 2018
5. GA00255AF ADD: 5 YR SFS COMPREHENSIVE		506.00	506.00	2	1,012.00		0	506.00	1,012.00		
6. G67DG ADD: REMOTE MOUNT MP		297.00	216.81	2	433.62	Fixed Price	182.98	182.98	365.96		12 Mar 2018
7. G806BL ENH: ASTRO DIGITAL CAI OP APEX		515.00	375.95	2	751.90	Fixed Price	317.28	317.28	634.56		12 Mar 2018
8. G51AT ENH: SMARTZONE OPERATION APX		1,500.00	1,095.00	2	2,190.00	Fixed Price	924.13	924.13	1,848.26		12 Mar 2018
9. G831AD ADD: SPKR 15W WATER RESISTANT		60.00	43.80	2	87.60	Fixed Price	36.97	36.97	73.94		12 Mar 2018
10. GA01515AA ADD: J600 ADAPTER CABLE		95.00	69.35	2	138.70	Fixed Price	58.53	58.53	117.06		12 Mar 2018
11. G361AH ADD: P25 TRUNKING SOFTWARE		300.00	219.00	2	438.00	Fixed Price	184.83	184.83	369.66		12 Mar 2018
12. G53AL ADD: FPP		150.00	109.50	2	219.00	Fixed Price	92.41	92.41	184.82		12 Mar 2018
13. GA09001AA ADD: WI-FI CAPABILITY		300.00	219.00	2	438.00	Fixed Price	184.83	184.83	369.66		12 Mar 2018
14. GA09007AA ADD: OUT OF THE BOX WI-FI PROVISIONING		0.00	0.00	2	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018
15. W12DK ADD: RF PREAMP		66.00	48.18	2	96.36	Fixed Price	40.66	40.66	81.32		12 Mar 2018
16. GA00805AA ADD: APX O7 CONTROL HEAD.		632.00	461.36	2	922.72	Fixed Price	389.37	389.37	778.74		12 Mar 2018
17. G444AH ADD: APX CONTROL HEAD SOFTWARE		0.00	0.00	2	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018

3. Model No. M37TSS9PW1AN APX8500 ALL BAND MP MOBILE

Unit of Measure: EA
 Contract 18105 - LA County , CA

Reason

Notes

Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
01 Jan 2018	N	10,043.00	7,468.01	16	119,488.16					Pending	12 Mar 2018
Configuration											
1. M37TSS9PW1AN		4,770.00	3,482.10	16	55,713.60	Fixed Price	2938.73	2,938.73	47,019.68		12 Mar 2018
2. GA00226AB ADD: GPS/WI-FI ANTENNA		100.00	73.00	16	1,168.00	Fixed Price	61.61	61.61	985.76		12 Mar 2018
3. G892AB ENH: HAND MIC,GCAI WATER RESISTANT		72.00	52.56	16	840.96	Fixed Price	44.36	44.36	709.76		12 Mar 2018
4. GA01513AA ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)		95.00	69.35	16	1,109.60	Fixed Price	58.53	58.53	936.48		12 Mar 2018
5. GA00255AF ADD: 5 YR SFS COMPREHENSIVE		506.00	506.00	16	8,096.00		0	506.00	8,096.00		
6. G628AC ADD: REMOTE MOUNT CBL 17 FEET		15.00	10.95	16	175.20	Fixed Price	9.24	9.24	147.84		12 Mar 2018
7. G67DG ADD: REMOTE MOUNT MP		297.00	216.81	16	3,468.96	Fixed Price	182.98	182.98	2,927.68		12 Mar 2018
8. G806BL ENH: ASTRO DIGITAL CAI OP APEX		515.00	375.95	16	6,015.20	Fixed Price	317.28	317.28	5,076.48		12 Mar 2018
9. G51AT ENH: SMARTZONE OPERATION APX		1,500.00	1,095.00	16	17,520.00	Fixed Price	924.13	924.13	14,786.08		12 Mar 2018
10. G831AD ADD: SPKR 15W WATER RESISTANT		60.00	43.80	16	700.80	Fixed Price	36.97	36.97	591.52		12 Mar 2018
11. GA01515AA ADD: J600 ADAPTER CABLE		95.00	69.35	16	1,109.60	Fixed Price	58.53	58.53	936.48		12 Mar 2018
12. G361AH ADD: P25 TRUNKING SOFTWARE		300.00	219.00	16	3,504.00	Fixed Price	184.83	184.83	2,957.28		12 Mar 2018
13. G53AL ADD: FPP		150.00	109.50	16	1,752.00	Fixed Price	92.41	92.41	1,478.56		12 Mar 2018
14. GA09001AA ADD: WI-FI CAPABILITY		300.00	219.00	16	3,504.00	Fixed Price	184.83	184.83	2,957.28		12 Mar 2018
15. GA09007AA ADD: OUT OF THE BOX WI-FI PROVISIONING		0.00	0.00	16	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018
16. W12DK ADD: RF PREAMP		66.00	48.18	16	770.88	Fixed Price	40.66	40.66	650.56		12 Mar 2018
17. GA00805AA ADD: APX O7 CONTROL HEAD.		632.00	461.36	16	7,381.76	Fixed Price	389.37	389.37	6,229.92		12 Mar 2018
18. G444AH ADD: APX CONTROL HEAD SOFTWARE		0.00	0.00	16	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018
19. GA00092AS ADD: DUAL-CONTRL HD HARDWARE		570.00	416.10	16	6,657.60	Fixed Price	351.17	351.17	5,618.72		12 Mar 2018

4. Model No. M37TSS9PW1AN APX8500 ALL BAND MP MOBILE

Unit of Measure: EA
 Contract 18105 - LA County , CA

Reason

Notes

Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
01 Jan 2018	N	8,986.00	6,696.40	8	53,571.20					Pending	12 Mar 2018
Configuration											
1. M37TSS9PW1AN		4,770.00	3,482.10	8	27,856.80	Fixed Price	2938.73	2,938.73	23,509.84		12 Mar 2018
2. GA00226AB ADD: GPS/WI-FI ANTENNA		100.00	73.00	8	584.00	Fixed Price	61.61	61.61	492.88		12 Mar 2018
3. G892AB ENH: HAND MIC,GCAI WATER RESISTANT		72.00	52.56	8	420.48	Fixed Price	44.36	44.36	354.88		12 Mar 2018
4. GA01513AA ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)		95.00	69.35	8	554.80	Fixed Price	58.53	58.53	468.24		12 Mar 2018
5. GA00255AF ADD: 5 YR SFS COMPREHENSIVE		506.00	506.00	8	4,048.00		0	506.00	4,048.00		
6. G66BD ADD: DASH MOUNT		125.00	91.25	8	730.00	Fixed Price	77.01	77.01	616.08		12 Mar 2018
7. G806BL ENH: ASTRO DIGITAL CAI OP APEX		515.00	375.95	8	3,007.60	Fixed Price	317.28	317.28	2,538.24		12 Mar 2018
8. G51AT ENH: SMARTZONE OPERATION APX		1,500.00	1,095.00	8	8,760.00	Fixed Price	924.13	924.13	7,393.04		12 Mar 2018
9. G831AD ADD: SPKR 15W WATER RESISTANT		60.00	43.80	8	350.40	Fixed Price	36.97	36.97	295.76		12 Mar 2018
10. GA01515AA ADD: J600 ADAPTER CABLE		95.00	69.35	8	554.80	Fixed Price	58.53	58.53	468.24		12 Mar 2018
11. G361AH ADD: P25 TRUNKING SOFTWARE		300.00	219.00	8	1,752.00	Fixed Price	184.83	184.83	1,478.64		12 Mar 2018
12. G53AL ADD: FPP		150.00	109.50	8	876.00	Fixed Price	92.41	92.41	739.28		12 Mar 2018
13. W12DK ADD: RF PREAMP		66.00	48.18	8	385.44	Fixed Price	40.66	40.66	325.28		12 Mar 2018
14. GA00805AA ADD: APX O7 CONTROL HEAD.		632.00	461.36	8	3,690.88	Fixed Price	389.37	389.37	3,114.96		12 Mar 2018
15. G444AH ADD: APX CONTROL HEAD SOFTWARE		0.00	0.00	8	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018

5. Model No. H91TGD9PW6AN APX 8000 ALL BAND PORTABLE MODEL 2.5

Unit of Measure: EA
 Contract 18105 - LA County , CA

Reason

Notes

Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
01 Jan 2018	N	8,607.00	6,412.71	389	2,494,544.19					Pending	12 Mar 2018
Configuration											
1. H91TGD9PW6AN		5,983.00	4,367.59	389	1,698,992.51	Fixed Price	3686.05	3,686.05	1,433,873.45		12 Mar 2018
2. Q806CB ADD: ASTRO DIGITAL CAI OPERATION		515.00	375.95	389	146,244.55	Fixed Price	317.28	317.28	123,421.92		12 Mar 2018

3. HA00025AK ENH: SFS COMPREHENSIVE 5 YR	480.00	480.00	389	186,720.00		0	480.00	186,720.00			
4. Q15AJ ENH: AES/DES,DES-XL,DES-OFB	799.00	583.27	389	226,892.03	Fixed Price	492.25	492.25	191,485.25		12 Mar 2018	
5. QA05507AA DEL: DELETE 7/800 MHZ BAND	-800.00	-584.00	389	-227,176.00		0	-584.00	-227,176.00			
6. QA05508AA DEL: DELETE VHF BAND	-800.00	-584.00	389	-227,176.00		0	-584.00	-227,176.00			
7. QA03400AA DEL: FCC NARROWBANDING MANDATE	0.00	0.00	389	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018	
8. H38BS ADD: SMARTZONE OPERATION	1,500.00	1,095.00	389	425,955.00	Fixed Price	924.13	924.13	359,486.57		12 Mar 2018	
9. Q361AN ADD: P25 9600 BAUD TRUNKING	300.00	219.00	389	85,191.00	Fixed Price	184.83	184.83	71,898.87		12 Mar 2018	
10. H869BW ENH: MULTIKEY	330.00	240.90	389	93,710.10	Fixed Price	203.31	203.31	79,087.59		12 Mar 2018	
11. QA09001AB ADD: WIFI CAPABILITY	300.00	219.00	389	85,191.00	Fixed Price	184.83	184.83	71,898.87		12 Mar 2018	
12. QA09007AA ADD: OUT OF THE BOX WIFI PROVISIONING	0.00	0.00	389	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018	

6. Model No. M37TSS9PW1AN APX8500 ALL BAND MP MOBILE

Unit of Measure: EA
 Contract: 18105 - LA County , CA

Reason												Notes	
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date		
01 Jan 2018	N	8,497.00	6,339.43	208	1,318,601.44					Pending	12 Mar 2018		
Configuration													
1. M37TSS9PW1AN		4,770.00	3,482.10	208	724,276.80	Fixed Price	2938.73	2,938.73	611,255.84		12 Mar 2018		
2. GA00226AB ADD: GPS/WI-FI ANTENNA		100.00	73.00	208	15,184.00	Fixed Price	61.61	61.61	12,814.88		12 Mar 2018		
3. W22BA ADD: STD PALM MICROPHONE APEX		72.00	52.56	208	10,932.48	Fixed Price	44.36	44.36	9,228.88		12 Mar 2018		
4. GA00509AB ADD: ANT MTCL LO PRO UNITY 450-512		50.00	36.50	208	7,592.00	Fixed Price	30.8	30.80	6,406.40		12 Mar 2018		
5. GA00255AF ADD: 5 YR SFS COMPREHENSIVE		506.00	506.00	208	105,248.00		0	506.00	105,248.00				
6. G851AG ADD: AES/DES-XL/DES-OFB ENCRYPTION		799.00	583.27	208	121,320.16	Fixed Price	492.25	492.25	102,388.00		12 Mar 2018		
7. W969BG ADD: MULTIPLE KEY ENCRYPTION OPERATION		330.00	240.90	208	50,107.20	Fixed Price	203.31	203.31	42,288.48		12 Mar 2018		
8. G67DF ADD: REMOTE MOUNT MP		297.00	216.81	208	45,096.48	Fixed Price	182.98	182.98	38,059.84		12 Mar 2018		
9. G806BL ENH: ASTRO DIGITAL CAI OP APEX		515.00	375.95	208	78,197.60	Fixed Price	317.28	317.28	65,994.24		12 Mar 2018		
10. G51AT ENH: SMARTZONE OPERATION APX		1,500.00	1,095.00	208	227,760.00	Fixed Price	924.13	924.13	192,219.04		12 Mar 2018		
11. B18CR ADD: AUXILIARY SPKR 7.5 WATT		60.00	43.80	208	9,110.40	Fixed Price	36.97	36.97	7,689.76		12 Mar 2018		
12. GA01517AA DEL: NO J600 ADAPTER CABLE NEEDED		0.00	0.00	208	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018		
13. G361AH ADD: P25 TRUNKING SOFTWARE		300.00	219.00	208	45,552.00	Fixed Price	184.83	184.83	38,444.64		12 Mar 2018		
14. GA09001AA ADD: WI-FI CAPABILITY		300.00	219.00	208	45,552.00	Fixed Price	184.83	184.83	38,444.64		12 Mar 2018		
15. GA09007AA ADD: OUT OF THE BOX WI-FI PROVISIONING		0.00	0.00	208	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018		
16. W12DK ADD: RF PREAMP		66.00	48.18	208	10,021.44	Fixed Price	40.66	40.66	8,457.28		12 Mar 2018		
17. GA05507AA DEL: DELETE 7/800MHZ BAND		-800.00	-584.00	208	-121,472.00		0	-584.00	-121,472.00				
18. GA05508AA DEL: DELETE VHF BAND		-800.00	-584.00	208	-121,472.00		0	-584.00	-121,472.00				
19. G442AJ ADD: O5 CONTROL HEAD		432.00	315.36	208	65,594.88	Fixed Price	266.15	266.15	55,359.20		12 Mar 2018		
20. G444AH ADD: APX CONTROL HEAD SOFTWARE		0.00	0.00	208	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018		

7. Model No. M37TSS9PW1AN APX8500 ALL BAND MP MOBILE

Unit of Measure: EA
 Contract: 18105 - LA County , CA

Reason												Notes	
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date		
01 Jan 2018	N	8,600.00	6,442.62	31	199,721.22					Pending	12 Mar 2018		
Configuration													
1. M37TSS9PW1AN		4,770.00	3,482.10	31	107,945.10	Fixed Price	2938.73	2,938.73	91,100.63		12 Mar 2018		
2. GA00226AB ADD: GPS/WI-FI ANTENNA		100.00	73.00	31	2,263.00	Fixed Price	61.61	61.61	1,909.91		12 Mar 2018		
3. W22BB ADD: STD PALM MICROPHONE APEX		72.00	52.56	31	1,629.36	Fixed Price	44.36	44.36	1,375.16		12 Mar 2018		
4. GA00509AB ADD: ANT MTCL LO PRO UNITY 450-512		50.00	36.50	31	1,131.50	Fixed Price	30.8	30.80	954.80		12 Mar 2018		
5. GA00255AF ADD: 5 YR SFS COMPREHENSIVE		506.00	506.00	31	15,686.00		0	506.00	15,686.00				
6. G851AG ADD: AES/DES-XL/DES-OFB ENCRYPTION		799.00	583.27	31	18,081.37	Fixed Price	492.25	492.25	15,259.75		12 Mar 2018		
7. W969BG ADD: MULTIPLE KEY ENCRYPTION OPERATION		330.00	240.90	31	7,467.90	Fixed Price	203.31	203.31	6,302.61		12 Mar 2018		
8. G806BL ENH: ASTRO DIGITAL CAI OP APEX		515.00	375.95	31	11,654.45	Fixed Price	317.28	317.28	9,835.68		12 Mar 2018		
9. G67BA ADD: REMOTE MOUNT MOTORCYCLE		400.00	320.00	31	9,920.00	Fixed Price	246.43	246.43	7,639.33		12 Mar 2018		

10. G51AT ENH: SMARTZONE OPERATION APX	1,500.00	1,095.00	31	33,945.00	Fixed Price	924.13	924.13	28,648.03		12 Mar 2018
11. B18CS ADD: AUXILIARY SPEAKER MOTORCYCLE	60.00	43.80	31	1,357.80	Fixed Price	36.97	36.97	1,146.07		12 Mar 2018
12. GA01517AA DEL: NO J600 ADAPTER CABLE NEEDED	0.00	0.00	31	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018
13. G361AH ADD: P25 TRUNKING SOFTWARE	300.00	219.00	31	6,789.00	Fixed Price	184.83	184.83	5,729.73		12 Mar 2018
14. GA09001AA ADD: WI-FI CAPABILITY	300.00	219.00	31	6,789.00	Fixed Price	184.83	184.83	5,729.73		12 Mar 2018
15. GA09007AA ADD: OUT OF THE BOX WI-FI PROVISIONING	0.00	0.00	31	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018
16. W12DK ADD: RF PREAMP	66.00	48.18	31	1,493.58	Fixed Price	40.66	40.66	1,260.46		12 Mar 2018
17. GA05507AA DEL: DELETE 7/800MHZ BAND	-800.00	-584.00	31	-18,104.00		0	-584.00	-18,104.00		
18. GA05508AA DEL: DELETE VHF BAND	-800.00	-584.00	31	-18,104.00		0	-584.00	-18,104.00		
19. G442AJ ADD: O5 CONTROL HEAD	432.00	315.36	31	9,776.16	Fixed Price	266.15	266.15	8,250.65		12 Mar 2018
20. G138AC ADD: APX MOTORCYCLE CH SFWR	0.00	0.00	31	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018

8. Model No. M37TSS9PW1AN **APX8500 ALL BAND MP MOBILE**
 Unit of Measure: EA
 Contract 18105 - LA County , CA

Reason		Notes									
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
01 Jan 2018	N	8,767.00	6,536.53	134	875,895.02					Pending	12 Mar 2018
Configuration											
1. M37TSS9PW1AN		4,770.00	3,482.10	134	466,601.40	Fixed Price	2938.73	2,938.73	393,789.82		12 Mar 2018
2. GA00226AB ADD: GPS/WI-FI ANTENNA		100.00	73.00	134	9,782.00	Fixed Price	61.61	61.61	8,255.74		12 Mar 2018
3. G90AC ADD: NO MICROPHONE NEEDED		0.00	0.00	134	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018
4. GA00509AB ADD: ANT MTCL LO PRO UNITY 450-512		50.00	36.50	134	4,891.00	Fixed Price	30.8	30.80	4,127.20		12 Mar 2018
5. GA00255AF ADD: 5 YR SFS COMPREHENSIVE		506.00	506.00	134	67,804.00		0	506.00	67,804.00		
6. G851AG ADD: AES/DES-XL/DES-OFB ENCRYPTION		799.00	583.27	134	78,158.18	Fixed Price	492.25	492.25	65,961.50		12 Mar 2018
7. W969BG ADD: MULTIPLE KEY ENCRYPTION OPERATION		330.00	240.90	134	32,280.60	Fixed Price	203.31	203.31	27,243.54		12 Mar 2018
8. G66BB ADD: DASH MOUNT 03		125.00	91.25	134	12,227.50	Fixed Price	77.01	77.01	10,319.34		12 Mar 2018
9. G806BL ENH: ASTRO DIGITAL CAI OP APEX		515.00	375.95	134	50,377.30	Fixed Price	317.28	317.28	42,515.52		12 Mar 2018
10. G51AT ENH: SMARTZONE OPERATION APX		1,500.00	1,095.00	134	146,730.00	Fixed Price	924.13	924.13	123,833.42		12 Mar 2018
11. B18CR ADD: AUXILIARY SPKR 7.5 WATT		60.00	43.80	134	5,869.20	Fixed Price	36.97	36.97	4,953.98		12 Mar 2018
12. GA01517AA DEL: NO J600 ADAPTER CABLE NEEDED		0.00	0.00	134	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018
13. G361AH ADD: P25 TRUNKING SOFTWARE		300.00	219.00	134	29,346.00	Fixed Price	184.83	184.83	24,767.22		12 Mar 2018
14. GA09001AA ADD: WI-FI CAPABILITY		300.00	219.00	134	29,346.00	Fixed Price	184.83	184.83	24,767.22		12 Mar 2018
15. GA09007AA ADD: OUT OF THE BOX WI-FI PROVISIONING		0.00	0.00	134	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018
16. W12DK ADD: RF PREAMP		66.00	48.18	134	6,456.12	Fixed Price	40.66	40.66	5,448.44		12 Mar 2018
17. GA05507AA DEL: DELETE 7/800MHZ BAND		-800.00	-584.00	134	-78,256.00		0	-584.00	-78,256.00		
18. GA05508AA DEL: DELETE VHF BAND		-800.00	-584.00	134	-78,256.00		0	-584.00	-78,256.00		
19. G72AD ADD:03 CONTROL HEAD		946.00	690.58	134	92,537.72	Fixed Price	582.82	582.82	78,097.88		12 Mar 2018
20. G444AH ADD: APX CONTROL HEAD SOFTWARE		0.00	0.00	134	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018

9. Model No. H92SDF9PW6AN **APX 900 UHFR2 MODEL 2 PORTABLE**
 Unit of Measure: EA
 Contract 18105 - LA County , CA

Reason		Notes									
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date
15 Jan 2018	N	3,246.00	2,413.32	200	482,664.00					Pending	12 Mar 2018
Configuration											
1. H92SDF9PW6AN		1,597.00	1,165.81	200	233,162.00	Fixed Price	983.89	983.89	196,778.00		12 Mar 2018
2. QA01648AA ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		5.00	3.65	200	730.00	Fixed Price	3.08	3.08	616.00		12 Mar 2018
3. QA04096AA ENH: P25 TRUNKING		1,070.00	781.10	200	156,220.00	Fixed Price	659.21	659.21	131,842.00		12 Mar 2018
4. Q887AT ADD: 5 YEAR SERVICE FROM THE START LITE		162.00	162.00	200	32,400.00		0	162.00	32,400.00		
5. Q698AA ADD: 2.5 INCH BELT CLIP		12.00	8.76	200	1,752.00	Fixed Price	7.39	7.39	1,478.00		12 Mar 2018
6. H869CQ ADD: MULTIKEY		75.00	54.75	200	10,950.00	Fixed Price	46.21	46.21	9,242.00		12 Mar 2018
7. QA06653AA ENH: AES 256 SW ENCRYPTION		325.00	237.25	200	47,450.00	Fixed Price	200.23	200.23	40,046.00		12 Mar 2018

10. Model No. H92SDF9PW6AN **APX 900 UHFR2 MODEL 2 PORTABLE**
 Unit of Measure: EA
 Contract 18105 - LA County , CA

Reason					Notes							
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date	
15 Jan 2018	N	3,246.00	2,413.32	184	444,050.88					Pending	12 Mar 2018	
Configuration												
1. H92SDF9PW6AN		1,597.00	1,165.81	184	214,509.04	Fixed Price	983.89	983.89	181,035.76		12 Mar 2018	
2. QA01648AA ADD: ADVANCED SYSTEM KEY - HARDWARE KEY		5.00	3.65	184	671.60	Fixed Price	3.08	3.08	566.72		12 Mar 2018	
3. QA04096AA ENH: P25 TRUNKING		1,070.00	781.10	184	143,722.40	Fixed Price	659.21	659.21	121,294.64		12 Mar 2018	
4. Q887AT ADD: 5 YEAR SERVICE FROM THE START LITE		162.00	162.00	184	29,808.00		0	162.00	29,808.00			
5. Q698AA ADD: 2.5 INCH BELT CLIP		12.00	8.76	184	1,611.84	Fixed Price	7.39	7.39	1,359.76		12 Mar 2018	
6. H869CQ ADD: MULTIKEY		75.00	54.75	184	10,074.00	Fixed Price	46.21	46.21	8,502.64		12 Mar 2018	
7. QA06653AA ENH: AES 256 SW ENCRYPTION		325.00	237.25	184	43,654.00	Fixed Price	200.23	200.23	36,842.32		12 Mar 2018	

11. Model No. M36SSS9PW1AN **APX1500 UHF2**
 Unit of Measure: EA
 Contract: 18105 - LA County , CA

Reason					Notes							
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date	
01 Jan 2018	N	3,685.00	2,809.15	55	154,503.25					Pending	12 Mar 2018	
Configuration												
1. M36SSS9PW1AN		1,564.00	1,173.00	55	64,515.00	Fixed Price	963.56	963.56	52,995.80		12 Mar 2018	
2. W22BA ADD: STD PALM MICROPHONE APEX		72.00	52.56	55	2,890.80	Fixed Price	44.36	44.36	2,439.80		12 Mar 2018	
3. GA01339AA ENH: SW P25 TRUNKING		1,070.00	802.50	55	44,137.50	Fixed Price	659.21	659.21	36,256.55		12 Mar 2018	
4. GA00318AC ADD: 5 YEAR SERVICE FROM THE START LITE		246.00	246.00	55	13,530.00		0	246.00	13,530.00			
5. G86AW ADD: DASH MOUNT O2 WWM		125.00	91.25	55	5,018.75	Fixed Price	77.01	77.01	4,235.55		12 Mar 2018	
6. GA00804AA ADD: APX O2 CONTROL HEAD (Grey)		492.00	359.16	55	19,753.80	Fixed Price	303.11	303.11	16,671.05		12 Mar 2018	
7. W12DK ADD: RF PREAMP		66.00	48.18	55	2,649.90	Fixed Price	40.66	40.66	2,236.30		12 Mar 2018	
8. G444AH ADD: APX CONTROL HEAD SOFTWARE		0.00	0.00	55	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018	
9. GA00235AA ADD: NO GPS ANTENNA NEEDED		0.00	0.00	55	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018	
10. G510AB ADD: ANT LOW PROFILE 450-512 MHZ		50.00	36.50	55	2,007.50	Fixed Price	30.8	30.80	1,694.00		12 Mar 2018	
11. G142AD ADD: NO SPEAKER NEEDED		0.00	0.00	55	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018	

12. Model No. L30SSS9PW1AN **APX CONSOLETTTE UHF R2 MP**
 Unit of Measure: EA
 Contract: 18105 - LA County , CA

Reason					Notes							
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date	
01 Jan 2018	N	9,484.00	7,059.94	34	240,037.96					Pending	12 Mar 2018	
Configuration												
1. L30SSS9PW1AN		4,554.00	3,324.42	34	113,030.28	Fixed Price	2805.65	2,805.65	95,392.10		12 Mar 2018	
2. GA01438AB ADD:GATEWAY RSM		125.00	91.25	34	3,102.50	Fixed Price	77.01	77.01	2,618.34		12 Mar 2018	
3. L999AB ADD: FULL FP W/05/KEYPAD/CLOCK/VU		789.00	575.97	34	19,582.98	Fixed Price	486.09	486.09	16,527.06		12 Mar 2018	
4. GA00255AD ENH: SFS COMPREHENSIVE 5 YR		506.00	506.00	34	17,204.00		0	506.00	17,204.00			
5. G851AG ADD: AES/DES-XL/DES-OFB ENCRYPTION		799.00	583.27	34	19,831.18	Fixed Price	492.25	492.25	16,736.50		12 Mar 2018	
6. W969BG ADD: MULTIPLE KEY ENCRYPTION OPERATION		330.00	240.90	34	8,190.60	Fixed Price	203.31	203.31	6,912.54		12 Mar 2018	
7. G319AC ENH: ENABLE RF MODEM		0.00	0.00	34	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018	
8. GA00345AA ADD: UHF R2 MP PRIMARY BAND		0.00	0.00	34	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018	
9. QA03400AA DEL: FCC NARROWBANDING MANDATE		0.00	0.00	34	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018	
10. G806BE ADD: ASTRO DIGITAL CAI OPERATION		515.00	375.95	34	12,782.30	Fixed Price	317.29	317.29	10,787.86		12 Mar 2018	
11. CA01598AB ADD: AC LINE CORD US		0.00	0.00	34	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018	
12. G444AE ADD: APX CONTROL HEAD SOFTWARE		0.00	0.00	34	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018	
13. G361AH ADD: P25 TRUNKING SOFTWARE		300.00	219.00	34	7,446.00	Fixed Price	184.83	184.83	6,284.22		12 Mar 2018	
14. G51AT ENH: SMARTZONE OPERATION APX		1,500.00	1,095.00	34	37,230.00	Fixed Price	924.13	924.13	31,420.42		12 Mar 2018	
15. W12DK ADD: RF PREAMP		66.00	48.18	34	1,638.12	Fixed Price	40.66	40.66	1,382.44		12 Mar 2018	

13. Model No. L30URS9PW1AN **APX CONSOLETTTE 7/800**
 Unit of Measure: EA
 Contract: 18105 - LA County , CA

Reason					Notes							
Est. Ship Date	Available	List Price	Your Price	Qty	Extended Price	Price Exception Type	Price Exception Value	New Price Exception Unit Price	New Price Exception Extended Price	Price Exception Status	Expiration Date	

01 Jan 2018	N	9,418.00	7,011.76	1	7,011.76	Type	Value	Price	Extended Price	Status	12 Mar 2018
Configuration											
1. L30URS9PW1AN		4,554.00	3,324.42	1	3,324.42	Fixed Price	2805.6	2,805.60	2,805.60		12 Mar 2018
2. GA01438AB ADD: GATEWAY RSM		125.00	91.25	1	91.25	Fixed Price	77.01	77.01	77.01		12 Mar 2018
3. L999AB ADD: FULL FP W/05/KEYPAD/CLOCK/VU		789.00	575.97	1	575.97	Fixed Price	486.08	486.08	486.08		12 Mar 2018
4. GA00255AD ENH: SFS COMPREHENSIVE 5 YR		506.00	506.00	1	506.00		0	506.00	506.00		
5. G851AG ADD: AES/DES-XL/DES-OFB ENCRYPTION		799.00	583.27	1	583.27	Fixed Price	492.24	492.24	492.24		12 Mar 2018
6. W969BG ADD: MULTIPLE KEY ENCRYPTION OPERATION		330.00	240.90	1	240.90	Fixed Price	203.3	203.30	203.30		12 Mar 2018
7. G319AC ENH: ENABLE RF MODEM		0.00	0.00	1	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018
8. GA00244AA ADD: 7/800MHZ PRIMARY BAND		0.00	0.00	1	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018
9. QA03400AA DEL: FCC NARROWBANDING MANDATE		0.00	0.00	1	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018
10. G806BE ADD: ASTRO DIGITAL CAI OPERATION		515.00	375.95	1	375.95	Fixed Price	317.28	317.28	317.28		12 Mar 2018
11. CA01598AB ADD: AC LINE CORD US		0.00	0.00	1	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018
12. G51AT ENH: SMARTZONE OPERATION APX		1,500.00	1,095.00	1	1,095.00	Fixed Price	924.11	924.11	924.11		12 Mar 2018
13. G361AH ADD: P25 TRUNKING SOFTWARE		300.00	219.00	1	219.00	Fixed Price	184.82	184.82	184.82		12 Mar 2018
14. G444AE ADD: APX CONTROL HEAD SOFTWARE		0.00	0.00	1	0.00	Fixed Price	0	0.00	0.00		12 Mar 2018

Total: 6,586,937.28

New Total: 5,489,768.00

Order Variance: 16.66%

South Bay Regional Communications Authority (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 0.000% first year
 Nominal Annual Rate: 3.300% remaining term

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/31/2017	\$ 6,544,686.58	1		
2 Payment	1/1/2019	\$ 2,252,762.12	1		
3 Rate Change	1/1/2019	Rate: 3.300 %	Compounding: Annual		
4 Payment	1/1/2020	\$ 2,252,762.12	2	Annual	1/1/2021

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	12/31/2017				\$ 6,544,686.58
1	1/1/2019	\$ 2,252,762.12	\$ -	\$ 2,252,762.12	\$ 4,291,924.46
	1/1/2019	Rate: 3.30%		Compounding: Annual	
2	1/1/2020	\$ 2,252,762.12	\$ 141,633.51	\$ 2,111,128.61	\$ 2,180,795.85
3	1/1/2021	\$ 2,252,762.12	\$ 71,966.27	\$ 2,180,795.85	\$ -
Grand Totals		\$ 6,758,286.36	\$ 213,599.78	\$ 6,544,686.58	

Lessee acknowledges that the amount financed by Lessor is \$6,335,030.70 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 3.3%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: \$6,544,686.58

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number 24277 to that Equipment Lease Purchase Agreement number 24277 will be maintained by South Bay Regional Communications Authority (**Lessee**) as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number 24277, **South Bay Regional Communications Authority**, hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 24277 to that Equipment Lease Purchase Agreement number 24277. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24277 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
500 W. Monroe
Chicago IL 60661

If self insured, contact Motorola representative for template of self insurance letter.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806		CONTACT NAME: Peggy Coleman PHONE (A/C, No, Ext): (714) 221-1800 E-MAIL ADDRESS: pcoleman@bbsocal.com FAX (A/C, No): (714) 221-4196															
INSURED South Bay Regional Public Communications Authority 4440 W. Broadway Hawthorne CA 90250		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Landmark American Insurance Company</td> <td>33138</td> </tr> <tr> <td>INSURER B: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER C: Hallmark Specialty Insurance</td> <td>26808</td> </tr> <tr> <td>INSURER D: State Compensation Insurance Fund</td> <td>35076</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A: Landmark American Insurance Company	33138	INSURER B: Federal Insurance Company	20281	INSURER C: Hallmark Specialty Insurance	26808	INSURER D: State Compensation Insurance Fund	35076	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER: CL1771937226** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: 15,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		LHC832491	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Employee Benefits \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		73594542	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		77PEF170032	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	90652182017	7/11/2017	7/11/2018	<input checked="" type="checkbox"/> PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Ded: 15,000		LHC832491	7/1/2017	7/1/2018	\$1,000,000 Ea Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Motorola Solutions Inc. and/or its assigns are included as additional insured as required by written contract as respects General Liability regarding the operations of the named insured; equipment lease #24277.
 Effective 1/1/18.
 Endorsement to be processed by the Company.

CERTIFICATE HOLDER**CANCELLATION**

Motorola Solutions Inc.
 500 W. Monroe
 Chicago, CA 60661

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mike Bush/PCOLEM



CERTIFICATE OF PROPERTY INSURANCE

Agency Packet Page 82 of 117 DATE (MM/DD/YYYY)
12/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806	CONTACT NAME: Peggy Coleman PHONE (A/C, No, Ext): (714) 221-1800 FAX (A/C, No): (714) 221-4196 E-MAIL ADDRESS: pcoleman@bbsocal.com PRODUCER CUSTOMER ID: 00008307 INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company NAIC # 20281 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED South Bay Regional Public Communications Authority 4440 W. Broadway Hawthorne CA 90250	


COVERAGES **CERTIFICATE NUMBER:** CP17122601850 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Radios-Equipment-Accessories

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY				BUILDING	\$
	CAUSES OF LOSS DEDUCTIBLES				PERSONAL PROPERTY	\$
	BASIC BUILDING				BUSINESS INCOME	\$
	BROAD CONTENTS				EXTRA EXPENSE	\$
	SPECIAL				RENTAL VALUE	\$
	EARTHQUAKE				BLANKET BUILDING	\$
	WIND				BLANKET PERS PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
	Direct Risks of					\$
	Phys Loss/Damg					\$
A x	INLAND MARINE	TYPE OF POLICY			<input checked="" type="checkbox"/> Limit:	\$ 5,952,399
	CAUSES OF LOSS	Scheduled Misc. Articles			<input checked="" type="checkbox"/> Ded: 2,500	\$
	NAMED PERILS	POLICY NUMBER				\$
<input checked="" type="checkbox"/>	Direct Riss of Loss	6704689	1/1/2018	7/1/2018		\$
	CRIME					\$
	TYPE OF POLICY					\$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Radios-Equipment-Accessories. Motorola Solutions Inc. and/or its assigns are included as loss payee as required by written contract regarding the operations of the named insured; equip. lease #24277. Direct Physical loss or damage from a peril not otherwise excluded. Effective 1/1/18. Endt. to be processed by the Company.

CERTIFICATE HOLDER Motorola Solutions Inc. 500 W. Monroe Chicago, IL 60661	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Mike Bush/PCOLEM 
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CERTIFICATE OF PROPERTY INSURANCE

Agenda Packet Page 83 of 177 DATE (MM/DD/YYYY)
12/26/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

PRODUCER Brown & Brown Insurance Services of CA, Inc. 2401 E. Katella Ave. Suite 550 Anaheim CA 92806		CONTACT NAME: Peggy Coleman PHONE (A/C, No., Ext): (714) 221-1800 E-MAIL ADDRESS: pcoleman@bbsocal.com PRODUCER CUSTOMER ID: 00008307		FAX (A/C, No.): (714) 221-4196
INSURED South Bay Regional Public Communications Authority 4440 W. Broadway Hawthorne CA 90250		INSURER(S) AFFORDING COVERAGE INSURER A: Federal Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 20281


COVERAGES **CERTIFICATE NUMBER:** CP17122601848 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: (50) MCD 5000 (Desk Set) phones.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
<input checked="" type="checkbox"/>	PROPERTY				BUILDING	\$
	CAUSES OF LOSS	DEDUCTIBLES			PERSONAL PROPERTY	\$
	BASIC	BUILDING			BUSINESS INCOME	\$
	BROAD	CONTENTS			EXTRA EXPENSE	\$
A	<input checked="" type="checkbox"/> SPECIAL	2,500 36041422	7/1/2017	7/1/2018	RENTAL VALUE	\$
	EARTHQUAKE				BLANKET BUILDING	\$
	WIND				BLANKET PERS PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
					<input checked="" type="checkbox"/> Personal Property; any	\$
					Other Location; per Loc	\$ 100,000
	INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS					\$
	NAMED PERILS	POLICY NUMBER				\$
	CRIME					\$
	TYPE OF POLICY					\$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: (50) MCD 5000 (Desk Set) phones.
Motorola Solutions Inc. and/or its assigns are included as loss payee as required by written contract regarding the operations of the named insured; equipment lease #24277.
Effective 1/1/18. Endt to be processed by the Company.

CERTIFICATE HOLDER Motorola Solutions Inc. 500 W. Monroe Chicago, IL 60661	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Mike Bush/PCOLEM 

prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 11th day of December, 2017.

LESSEE:
South Bay Regional Communications Authority

By: [Signature]
Title: **Executive Director**

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: [Signature]
Title: Assistant Treasurer

CERTIFICATE OF INCUMBENCY

I, Wendy Weeks do hereby certify that I am the duly elected or
(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of **South Bay Regional Communications Authority**, an entity duly organized and existing under the laws of the **State of California** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **24277**, between South Bay Regional Communications Authority and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate and affixed the seal of **South Bay Regional Communications Authority**, hereto this 11 day of December 2017

By: [Signature]
(Signature of Secretary/Clerk)

SEAL

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 24277 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

[Signature]

Attorney for **South Bay Regional Communications Authority**

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

To provide mobile and portable radios that will operate on the area-wide interoperability network that is currently being constructed and will be activated beginning August 2018.

2. Why is the equipment essential to the operation of South Bay Regional Communications Authority?

The SBRPCA's five cities will be operating within the new interoperability network mentioned in No. 1 above.

3. Does the equipment replace existing equipment? **Yes.**

If so, why is the replacement being made? See No. 2 above.

4. Is there a specific cost justification for the new equipment? **See No. 2 above.**

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Each of the five cities under the Authority's jurisdiction will provide the required funds for this agreement.

Bank Qualified Statement

LESSEE CERTIFIES THAT IT ***HAS NOT*** DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

A handwritten signature in black ink, appearing to be the initials 'SA' with a stylized flourish.

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease #24277) held on December _____, 2017, the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between South Bay Regional Communications Authority (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

**See Attached
Executive/User Committee
Minutes of October 17, 2017
and November 15, 2017**

October 17, 2017

**MINUTES OF A REGULAR JOINT MEETING
OF THE EXECUTIVE COMMITTEE
AND THE USER COMMITTEE**

1. CALL TO ORDER

The Executive Committee and the User Committee convened in a regular joint session at 2:00 PM on Tuesday, October 17, 2017, in the second floor conference room of the South Bay Regional Public Communications Authority, 4440 W. Broadway, Hawthorne, CA.

ROLL CALL

Present: City Manager Mark Danaj, City of Manhattan Beach
Acting City Manager Ed Medrano, City of Gardena
Acting City Manager Arnie Shadbeh, City of Hawthorne
Chief Bob Fager, Hawthorne Police Department
Chief Eve Irvine, Manhattan Beach Police Department
Lt. Vincent Osorio, Gardena Police Department
Chief Sharon Papa, Hermosa Beach Police Department
Captain Jason Sims, Culver City Police Department
Captain Sam Agaiby, Culver City Police Department
Chief Chris Donovan, El Segundo Fire Department
Chief Robert Espinosa, Manhattan Beach Fire Department
Chief Dave White, Culver City Fire Department

Absent: None.

Also Present: Executive Director Ralph Mailloux
Administration Manager John Krok
Finance Manager Valerie Mohler
Captain Mike Ishii, Hawthorne Police Department
Chief Financial Officer Clint Osorio, City of Gardena
Management Analyst George Gabriel, City of Manhattan Beach
Mr. Carl Jacobson, City of El Segundo

2. PUBLIC DISCUSSION

None.

3. ACTION ITEMS

3a. Approval of Minutes-Regular Meeting-September 19, 2017

Regular Joint Meeting of
the Executive Committee
and the User Committee
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MOTION: Acting City Manager Medrano moved to approve the minutes of September 19, 2017 as written. The motion was seconded by Acting City Manager Shadbehr and passed by unanimous voice vote.

3b. Cash & Investments Report-September 30, 2017

Finance Manager Mohler presented the staff report per written material of record.

The Executive Committee received and filed the Cash & Investments Report as of September 30, 2017 as written.

3c. Budget Performance Report-September 30, 2017

Finance Manager Mohler presented the staff report per written material of record.

Acting City Manager Medrano noted that the member cities recently paid their first installments, totaling approximately \$1,000,000, to pre-fund the Urban Area Security Initiative (UASI) 16 grant for the Interoperability Network of the South Bay (INSB).

The Executive Committee received and filed the Budget Performance Report as of September 30, 2017 as written.

3d. Mobile and Portable Radio Purchase for INSB

Executive Director Mailloux explained the main benefits of Motorola's proposal for the purchase of mobile and portable radios that will be necessary to operate on the Interoperability Network of the South Bay (INSB), including the following: a 37% discount with an additional 3% discount toward the purchase of portable radio accessories if procurement occurs by December 12, 2017; all extended warranties (1+4=5) to commence when the entire INSB is complete (anticipated December 2018); one spare battery for each portable radio (\$150 each value); and twelve months' interest-free financing until December 2018, with an interest rate of 3.5% if not paid off by then. Mr. Mailloux related plans for Authority staff and Comcline to meet with department representatives to complete their radio order forms, as well as his understanding that the modems currently in the vehicles can be used to connect to Wi-Fi.

In answer to questions from the Executive and User Committees, Executive Director Mailloux clarified the following: that the radios purchased would be stored at the Authority until they are needed to operate on the INSB; that the radio warranties would begin when the INSB is completely up and running; that the cities will own the radios; that Motorola offered twelve months' interest-free financing for the radios and would charge an interest rate of 3.5% if not paid off by December 2018; that Authority staff would assist in marketing the old radios; and that pricing for the new APX 900 radios for Parking & Animal Control (PACS) is not yet available.

City Manager Danaj recommended that each city enter into a contract with the Authority for the purchase of radios to help protect the Authority from any possible liability associated with the purchase

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from Motorola. However, he pointed out that the city councils' approvals of such a contract could pose a problem in meeting Motorola's purchase deadline of December 12, 2017.

Executive Director Mailloux confirmed for Chief Fager that the Authority could purchase the radios on behalf of the cities, which would assist in meeting the purchase deadline.

Chief Donovan advised that El Segundo Fire and Police Departments are moving quickly in an effort to take advantage of the Motorola discounts. He voiced concern that adding the city councils' approvals of a contract as recommended by City Manager Danaj could make it difficult to meet the deadline and, as an alternative, entertained the idea of the cities writing letters to the Authority documenting their intent with regard to the radio purchases.

Acting City Manager Medrano commented on the importance of ensuring that the member and contract agencies are on board to purchase the radios, as well as the need to know an approximate cost of the radios. He offered Gardena City Attorney Peter Wallin's assistance in preparing a boilerplate agreement between the cities and the Authority for the purchase of the radios.

Due to time constraints, City Manager Danaj mentioned the possible need for a special meeting of the Executive Committee. He supported a comparison of the CAD matrix and the assessment formula for contract cities and requested a report on the results.

Executive Director Mailloux related his intent to work with City Attorney Wallin to develop a contract template and schedule a special meeting of the Executive Committee if needed.

At the request of Chief Fager, Executive Director Mailloux verified his intent to ask Motorola to extend the radio purchase deadline to December 13, 2017.

MOTION: Acting City Manager Medrano moved to approve the staff recommendations to purchase mobile and portable radios to operate on the Interoperability Network of the South Bay (INSB), to enter into an agreement with Motorola for the Authority to purchase the radios on behalf of the member agencies and to authorize the Authority to seek reimbursement for the radio purchase through the assessments, with additions that a detailed radio price list shall be provided by Authority staff and that agreements on the member and contract cities' intents relative to the radio purchases shall be obtained.

4. EXECUTIVE DIRECTOR'S REPORT

Executive Director Mailloux shared updated information on the following items: the forthcoming contract with Hermosa Beach; the upcoming kick-off meeting for the Urban Area Security Initiative (UASI) 16 Grant; the Authority's recruitment efforts for the position of communications operator; and the revenue generated from the contract agencies. He shared information on the City of Redondo Beach's interest in the Authority providing their 9-1-1 emergency communications services. In answer to questions from the Executive and User Committees, Mr. Mailloux advised that the assessment criteria established for Culver City would be used for Redondo Beach.

Acting City Manager Medrano suggested that consideration be given to reviewing the current assessment formula for contract cities, with the idea of developing a more comprehensive evaluation. He said he would not object to Authority staff meeting with Redondo Beach to review data; but, a new

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formula should be developed prior to evaluating the idea of contracting with Redondo Beach.

Chief Fager questioned how the computer aided dispatch (CAD) and records management systems (RMS) would be impacted with the addition of Redondo Beach. He voiced his concern over bringing in another contract city, such as Redondo Beach, when the member cities' needs aren't being addressed and the staffing levels in the communications center are apparently low. Emphasizing the importance of ensuring that the member cities are not subsidizing the contract cities, Chief Fager related his understanding that the matrix developed for the new computer aided dispatch (CAD) system is much more comparative than the current assessment formula for contract cities.

Administration Manager Krok advised that the Authority has a part-time communications operator program, which has been very helpful in addressing staffing needs.

Executive Director Mailloux related his opinion that the current assessment formula for contract cities is very accurate. However, should the Executive and User Committees wish to review it, he would be happy to assist. Mr. Mailloux supported the idea of comparing contract agency costs using both the CAD matrix and the assessment formula for contract cities. He shared information on the difficulty of recruiting communications operators.

Acting City Manager Medrano agreed with the idea of comparing costs using both the CAD matrix and the assessment formula for contract cities. He suggested that a working group of one city manager, one police chief and one fire chief be formed to discuss the parameters of agreements for contract agencies.

5. **NEW BUSINESS**

None.

6. **ADJOURNMENT**

The meeting was adjourned at 2:50 PM.

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**MINUTES OF A SPECIAL JOINT MEETING
 OF THE EXECUTIVE COMMITTEE
 AND THE USER COMMITTEE**

1. CALL TO ORDER

The Executive Committee and the User Committee convened in a special joint session at 2:10 PM on Tuesday, November 14, 2017, in the second floor conference room of the South Bay Regional Public Communications Authority, 4440 W. Broadway, Hawthorne, CA.

ROLL CALL

Present: Acting City Manager Ed Medrano, City of Gardena
 Acting City Manager Arnie Shadbehr, City of Hawthorne
 Chief Eve Irvine, Manhattan Beach Police Department
 Chief Chris Donovan, El Segundo Fire Department
 Chief Robert Espinosa, Manhattan Beach Fire Department
 Captain Mike Ishii, Hawthorne Police Department
 Chief Sharon Papa, Hermosa Beach Police Department
 Chief Bill Whalen, El Segundo Police Department

Absent: None.

Also Present: Executive Director Ralph Mailloux
 Operations Manager Shannon Kauffman
 Administration Manager John Krok
 Finance Manager Valerie Mohler
 New Finance Manager Scott Arbuckle
 Management Analyst George Gabriel, City of Manhattan Beach
 Mr. Carl Jacobson, El Segundo Resident

*

At this time, Executive Director Mailloux introduced newly-appointed Finance Manager Scott Arbuckle, who was welcomed by those present. Director Mailloux extended invitations to the open house in honor of retiring Finance Manager Valerie Mohler on November 30, 2017, 9:00 AM to 3:00 PM.

*

2. PUBLIC DISCUSSION

None.

3. ACTION ITEMS

3a. Approval of Minutes-Regular Meeting October 17, 2017

MOTION: Acting City Manager Medrano moved to approve the minutes of October 17, 2017 as written. The motion was seconded by Acting City Manager Shadbehr and passed by unanimous voice vote.

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 November 15, 2017

Finance Manager Mohler presented the Budget Performance Report as of October 31, 2017 per written material of record, with staff's recommendation to receive and file as written.

MOTION: Acting City Manager Medrano moved to receive and file the Budget Performance Report as of October 31, 2017. The motion was seconded by Acting City Manager Shadbehrr and passed by unanimous voice vote.

3c. Approval of Authority Agreement with Motorola for Purchase of Mobile and Portable Radios for the INSB

Executive Director Mailloux advised that, once the member cities' approved Communication Equipment Purchase and Reimbursement Agreements have been received by the Authority, Authority staff will proceed with the purchase of the mobile and portable radios on behalf of the member and contract cities for the Interoperability Network of the South Bay (INSB) through Motorola. He explained that the \$100,000 discount offered by Motorola will be allocated to the cities according to the amount they committed to the radio purchase.

Acting City Manager Medrano related his support for authorizing the Executive Director to enter into an agreement with Motorola for the purchase of Mobile and Portable radios for the INSB.

MOTION: Acting City Manager Shadbehrr moved to approve the Executive Director entering into an agreement with Motorola after receiving signed copies of the Communication Equipment Purchase and Reimbursement Agreement from each member city, thereby committing to reimburse the Authority in order to meet Motorola's purchase deadline of December 12, 2017. The motion was seconded by Acting City Manager Shadbehrr and passed by unanimous voice vote.

4. EXECUTIVE DIRECTOR'S REPORT

Executive Director Mailloux reported on the status of the Urban Area Security Initiative 16 (UASI) Grant; the letters of concurrence for the INSB project needed from Gardena, Hawthorne, Manhattan Beach and El Segundo; and the recent meeting between the fire chiefs and Mark 43.

Chief Espinosa stated his opinion that the recent meeting between the fire chiefs and Mark 43 was redundant. He related concerns over Mark 43's efforts as of this time, including that their timelines appear to be aggressive and that the Authority and its cities could be developing the fire computer aided dispatch (CAD) system for Mark 43.

Captain Ishii provided updated information on Mark 43's efforts. He explained that the Mark 43 CAD system was discounted approximately 50% since Mark 43 will be using it elsewhere; shared input on other agencies with which Mark 43 is working; indicated that an effort will be made to ensure that Mark 43 achieves their timelines; and asked to be notified of any future meetings between the fire chiefs and Mark 43.

Regular Joint Meeting of the
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5. **NEW BUSINESS**

None.

6. **CLOSED SESSION**

Per Government Code Section 54957.6, the 2:45 the Executive Committee entered into a closed session to discuss the Executive Director recruitment, the Communications Workers of America, and the Teamsters Local 9-1-1. At 2:49 PM, the meeting returned to open session with no action taken in closed session.

7. **ADJOURNMENT**

At 2:50 PM, the meeting was adjourned.

Informational Return for Tax-Exempt Government Obligations

Under Internal Revenue Code section 149(e)
 See separate instructions.
 Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name South Bay Regional Communications Authority		2 Issuer's employer identification number (EIN) 95-3142625
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 4440 West Broadway	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Hawthorne CA 90250		7 Date of issue 12/31/2017
8 Name of issue Equipment Lease-Purchase Agreement 24277		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Scott Arbuckle, Finance Manager		10b Telephone number of officer or other employee shown on 10a 310-973-1802 X105

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14 6,335,030.70
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ▶		18
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	
If obligations are BANs, check only box 19b	<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	<input checked="" type="checkbox"/>	

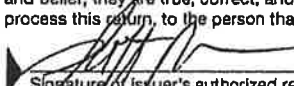
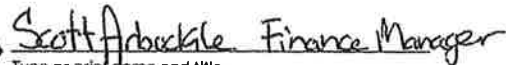
Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1/1/21	\$ 6,335,030.70	\$ 6,335,030.70	3 years	3.30 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) N/A		
22 Proceeds used for accrued interest		22
23 Issue price of entire issue (enter amount from line 21, column (b))		23 6,335,030.70
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	
25 Proceeds used for credit enhancement	25	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	
27 Proceeds used to currently refund prior issues	27	
28 Proceeds used to advance refund prior issues	28	
29 Total (add lines 24 through 28)		29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30 6,335,030.70

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box <input type="checkbox"/>		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
		12/11/17		
	Signature of issuer's authorized representative	Date	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no.		

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 24277

Lease Schedule A No. : 24277

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 24277. See Schedule A for a detailed Equipment List.

LESSEE:

South Bay Regional Communications Authority

By: 

Date: December 20, 2017

ATTACHMENT #2

Agenda Item E3

Differences Between Agreements and Actual Cost by City

CITY OF GARDENA			
ITEMS	AGREEMENT	ACTUAL	DIFFERENCE
EXTEND SUBSCRIBER WITH 37% DISCOUNT	\$1,473,695.87	\$1,343,514.61	\$ 130,181.26
ACCESSORIES WITH 30% DISCOUNT	62,472.43	74,105.22	(11,632.79)
Q4 ADDITIONAL 3% DISCOUNT	(44,210.88)	(40,305.44)	(3,905.44)
APPORTIONED CREDIT		(18,813.83)	18,813.83
SUBTOTAL	1,491,957.42	1,358,500.56	133,456.86
RADIO MANAGEMENT SOFTWARE	29,700.00	30,400.00	(700.00)
EXTENDED WARRANTY (SFS COMP)	-	108,394.00	(108,394.00)
MOTOROLA TOTAL	\$1,521,657.42	\$1,497,294.56	\$ 24,362.86
PROGRAMMING OF RADIOS	\$ 14,850.00	\$ 15,200.00	\$ (350.00)
ENGRAVING OF RADIOS	3,920.00	4,020.00	(100.00)
RADIO MANAGEMENT INTEGRATION		7,600.00	(7,600.00)
COMMLINE TOTAL	\$ 18,770.00	\$ 26,820.00	\$ (8,050.00)
GRAND TOTAL	\$1,540,427.42	\$1,524,114.56	\$ 16,312.86

CITY OF HAWTHORNE			
ITEMS	AGREEMENT	ACTUAL	DIFFERENCE
EXTEND SUBSCRIBER WITH 37% DISCOUNT	\$1,528,445.63	\$1,393,222.44	\$ 135,223.19
ACCESSORIES WITH 30% DISCOUNT	19,956.15	65,579.25	(45,623.10)
Q4 ADDITIONAL 3% DISCOUNT	(45,853.37)	(41,796.67)	(4,056.70)
APPORTIONED CREDIT	-	(22,089.07)	22,089.07
SUBTOTAL	1,502,548.41	1,394,915.94	107,632.47
RADIO MANAGEMENT SOFTWARE	-	32,400.00	(32,400.00)
EXTENDED WARRANTY (SFS COMP)	-	113,422.00	(113,422.00)
MOTOROLA TOTAL	\$1,502,548.41	\$1,540,737.94	\$ (38,189.53)
PROGRAMMING OF RADIOS	\$ 16,200.00	\$ 16,200.00	\$ -
ENGRAVING OF RADIOS	3,500.00	3,500.00	-
RADIO MANAGEMENT INTEGRATION	-	8,100.00	(8,100.00)
COMMLINE TOTAL	\$ 19,700.00	\$ 27,800.00	\$ (8,100.00)
GRAND TOTAL	\$1,522,248.41	\$1,568,537.94	\$ (46,289.53)

Differences Between Agreements and Actual Cost by City

CITY OF MANHATTAN BEACH			
ITEMS	AGREEMENT	ACTUAL	DIFFERENCE
EXTEND SUBSCRIBER WITH 37% DISCOUNT	\$1,596,227.53	\$1,395,572.07	\$ 200,655.46
ACCESSORIES WITH 30% DISCOUNT	81,291.34	161,720.19	(80,428.85)
Q4 ADDITIONAL 3% DISCOUNT	(47,886.83)	(41,867.16)	(6,019.67)
APPORTIONED CREDIT	(12,577.49)	(12,577.49)	(0.00)
SUBTOTAL	\$1,617,054.55	\$1,502,847.61	\$ 114,206.94
RADIO MANAGEMENT SOFTWARE	35,200.00	35,200.00	-
EXTENDED WARRANTY (SFS COMP)		109,796.00	(109,796.00)
MOTOROLA TOTAL	\$1,652,254.55	\$1,647,843.61	\$ 4,410.94
PROGRAMMING OF RADIOS	\$ 17,600.00	\$ 17,600.00	\$ -
ENGRAVING OF RADIOS	4,040.00	4,040.00	-
RADIO MANAGEMENT INTEGRATION		8,800.00	(8,800.00)
COMMLINE TOTAL	\$ 21,640.00	\$ 30,440.00	\$ (8,800.00)
GRAND TOTAL	\$1,673,894.55	\$1,678,283.61	\$ (4,389.06)

CITY OF EL SEGUNDO			
ITEMS	AGREEMENT	ACTUAL	DIFFERENCE
EXTEND SUBSCRIBER WITH 37% DISCOUNT	\$1,106,592.52	\$ 998,286.07	\$ 108,306.45
ACCESSORIES WITH 30% DISCOUNT	47,505.31	70,593.69	(23,088.38)
Q4 ADDITIONAL 3% DISCOUNT	(33,197.78)	(29,948.58)	(3,249.20)
APPORTIONED CREDIT		(9,311.14)	9,311.14
SUBTOTAL	1,120,900.05	1,029,620.05	91,280.00
RADIO MANAGEMENT SOFTWARE	20,800.00	20,800.00	-
EXTENDED WARRANTY (SFS COMP)		77,924.00	(77,924.00)
MOTOROLA TOTAL	\$1,141,700.05	\$1,128,344.05	\$ 13,356.00
PROGRAMMING OF RADIOS	\$ 10,400.00	\$ 10,400.00	\$ -
ENGRAVING OF RADIOS	2,640.00	2,640.00	-
RADIO MANAGEMENT INTEGRATION		5,200.00	(5,200.00)
COMMLINE TOTAL	\$ 13,040.00	\$ 18,240.00	\$ (5,200.00)
GRAND TOTAL	\$1,154,740.05	\$1,146,584.05	\$ 8,156.00

Differences Between Agreements and Actual Cost by City

CITY OF HERMOSA BEACH			
ITEMS	AGREEMENT	ACTUAL	DIFFERENCE
EXTEND SUBSCRIBER WITH 37% DISCOUNT	\$ 592,823.44	\$ 537,896.05	\$ 54,927.39
ACCESSORIES WITH 30% DISCOUNT	33,177.53	45,793.39	(12,615.86)
Q4 ADDITIONAL 3% DISCOUNT	(17,784.70)	(16,136.88)	(1,647.82)
APPORTIONED CREDIT	-	(7,248.79)	7,248.79
SUBTOTAL	\$ 608,216.27	\$ 560,303.77	\$ 47,912.50
RADIO MANAGEMENT SOFTWARE	-	13,000.00	(13,000.00)
EXTENDED WARRANTY (SFS COMP)	-	42,714.00	(42,714.00)
MOTOROLA TOTAL	\$ 608,216.27	\$ 616,017.77	\$ (7,801.50)
PROGRAMMING OF RADIOS	\$ 6,500.00	\$ 6,500.00	\$ -
ENGRAVING OF RADIOS	1,600.00	1,600.00	-
RADIO MANAGEMENT INTEGRATION	-	3,250.00	(3,250.00)
COMMLINE TOTAL	\$ 8,100.00	\$ 11,350.00	\$ (3,250.00)
GRAND TOTAL	\$ 616,316.27	\$ 627,367.77	\$ (11,051.50)




Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 20, 2018

ITEM: E4

TO: Executive Committee

FROM: Erick B. Lee, Executive Director 

SUBJECT: AMENDMENT TO THE COMMUNICATION EQUIPMENT PURCHASE AND REIMBURSEMENT AGREEMENT WITH THE CITY OF HAWTHORNE; AND

APPROPRIATION OF \$79,588.37 FROM THE ENTERPRISE FUND UNRESERVED BALANCE TO THE TECHNICAL SERVICES PARTS-BILLING ACCOUNT; AND

APPROVE A PURCHASE ORDER TO COMMLINE INCORPORATED FOR RADIO EQUIPMENT RELATED TO THE HAWTHORNE POLICE DEPARTMENT'S OPERATION OF ITS AIRSHIP UNIT ON THE INSB RADIO NETWORK IN THE NOT TO EXCEED AMOUNT OF \$79,588.37

ATTACHMENTS:

1. Amendment No. 1
2. Quote from Commline, Inc.

RECOMMENDATION

Staff recommends that the Executive Committee:

1. Approve an amendment to the Communication Equipment Purchase and Reimbursement Agreement with the City of Hawthorne; and
2. Appropriate \$79,588.37 from the Enterprise Fund Unreserved Balance to the Technical Services Parts-Billing Account; and
3. Approve a purchase order to Commline Incorporated for helicopter radio equipment related to the Hawthorne Police Department's operation of its Airship Unit on the INSB Radio Network in the not to exceed amount of \$79,588.37.

DISCUSSION

The Hawthorne Police Department's Airship Program operates one MD 500 helicopter that flies four days per week. The helicopter is support for the Patrol Bureau, but also assists other units when called on.

With the region's upcoming transition from an analog radio system to digital trunking, new radio equipment is necessary for all units to operate on the INSB Radio Network, including patrol vehicles, fire response vehicles, and airship units. Commline Inc. has provided a quote for the equipment necessary for the Airship Unit to operate on the INSB Radio Network in the amount of \$79,588.37.

Because the Hawthorne Police Department has already been authorized to purchase its radios for the INSB project through the Authority, including its \$1,568,537.94 share of the Authority's \$6,660,734.69 purchase of mobile and portable radios with Motorola Solutions, Inc. and Commline Inc., the City of Hawthorne has requested that this purchase of helicopter radio equipment be handled in like manner.

As presented under Item E3 of this agenda, the City of Hawthorne's costs associated with the no interest financing purchase of mobile and portable radios exceeded the amounts agreed-upon under its Communication Equipment Purchase and Reimbursement Agreement with the Authority by \$46,289.53. The amendment to the agreement provides for the reimbursement of that amount plus the additional \$79,588.37 for a total increased amount of \$125,877.90. As of November 5, 2018, the City of Hawthorne has already paid the exceeded amount of \$46,289.53. Therefore, the only amount due under the amended agreement would be the \$79,588.37 for the associated radio purchases related to the Airship Program.

FISCAL IMPACT

An appropriation of \$79,588.37 is necessary to complete this purchase. The Authority will be reimbursed by the City of Hawthorne for this expenditure.

ATTACHMENT #1

Agenda Item E4

AMENDMENT #1 TO THE COMMUNICATION EQUIPMENT PURCHASE AND REIMBURSEMENT AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND THE CITY OF HAWTHORNE

This Amendment No. 1 is to certain Agreement for Communication Equipment Purchase and Reimbursement between the South Bay Regional Public Communications Authority (herein after "RCC") and the City of Hawthorne (hereinafter "CITY"), dated December 5, 2017 ("Agreement").

Recitals.

- A. RCC and CITY entered into an agreement for the purchase of communication equipment.
- B. RCC and CITY desire to amend the Agreement to reflect the actual costs associated with the purchase and include the additional purchase of equipment for CITY's Police Department Airship Program.

NOW, THEREFORE, the parties agree as follows:

Section 1. The total amount payable by CITY to RCC under this project shall be \$1,648,126.31 as set forth in Exhibit A.

Section 2. CITY was credited \$781,355 for this project by an appropriation made by the Board of Directors on October 11, 2018.

Section 3. CITY issued payment to RCC in the amount of \$740,893.41 and \$46,289.53 by November 1, 2018.

Section 2. CITY will remit the payment of \$79,588.37 to RCC for the purchase of equipment for its Police Department's Airship Program by December 1, 2018.

Section 3. Except as amended by this Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on behalf of the parties.

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

By _____
ERICK B. LEE
Executive Director

Date _____

CITY OF HAWTHORNE

By _____
ARNOLD SHADBEHR
Interim City Manager

Date _____

EXHIBIT A
AMOUNT PAYABLE

ORIGINAL PROJECT			
ITEMS	AGREEMENT	ACTUAL	DIFFERENCE
EXTEND SUBSCRIBER WITH 37% DISCOUNT	\$ 1,528,445.63	\$ 1,393,222.44	\$ 135,223.19
ACCESSORIES WITH 30% DISCOUNT	19,956.15	65,579.25	(45,623.10)
Q4 ADDITIONAL 3% DISCOUNT	(45,853.37)	(41,796.67)	(4,056.70)
APPORTIONED CREDIT	-	(22,089.07)	22,089.07
SUBTOTAL	1,502,548.41	1,394,915.94	107,632.47
RADIO MANAGEMENT SOFTWARE	-	32,400.00	(32,400.00)
EXTENDED WARRANTY (SFS COMP)	-	113,422.00	(113,422.00)
MOTOROLA TOTAL	\$ 1,502,548.41	\$ 1,540,737.94	\$ (38,189.53)
PROGRAMMING OF RADIOS	\$ 16,200.00	\$ 16,200.00	\$ -
ENGRAVING OF RADIOS	3,500.00	3,500.00	-
RADIO MANAGEMENT INTEGRATION	-	8,100.00	(8,100.00)
COMMLINE TOTAL	\$ 19,700.00	\$ 27,800.00	\$ (8,100.00)
TOTAL	\$ 1,522,248.41	\$ 1,568,537.94	\$ (46,289.53)

AIRSHIP PROGRAM RADIO EQUIPMENT PURCHASE	AMOUNT
EQUIPMENT	\$72,189.00
SALES TAX (10.25%)	7,399.37
TOTAL	\$79,588.37

GRAND TOTAL FOR COMMUNICATION EQUIPMENT PURCHASE AND REIMBURSEMENT AGREEMENT	AMOUNT
ORIGINAL PROJECT	\$1,568,537.94
AIRSHIP PROGRAM RADIO EQUIPMENT PURCHASE	79,588.37
TOTAL	\$1,648,126.31

ATTACHMENT #2

Agenda Item E4



13700 Cimmaron Ave., Gardena, CA 90249
 (Main) 310.390.8003 (Fax) 310.390.4393
 www.Commlineinc.com

REQUEST FOR QUOTE			
DATE:	9/26/2018	SALES REP:	Jeff Fukasawa

BILL TO:		SHIP TO:	
COMPANY:	Hawthorne Police Department	COMPANY:	Same
ATTENTION:	Josh Armstrong	ATTENTION:	
ADDRESS:	12501 Hawthorne Blvd	ADDRESS:	
CITY/ST/ZIP:	Hawthorne CA, 90250	CITY/ST/ZIP:	
PHONE:	310-349-2829	PHONE:	
EMAIL:	jamstrong@hawthorneca.gov	EMAIL:	

QTY	MODEL/PART #	DESCRIPTION	UNIT COST	EXT COST
Project 93569				
1	111267-2-93-AWX-T1-P93659	TDFM-9300 w/Type A Digital Modules and VHF Low Band (30 to 50 MHz) analog module	\$49,142.00	\$49,142.00
Module One (Three bands)				
1	H91TGD9PW7N	APX8000 UHF/7/800MHz Module (136-174, 380-520, & 764-870MHz)	\$2,600.00	\$2,600.00
1	QA000580	TDMA Operation	\$500.00	\$500.00
1	Q806	CAI FOR P25		
1	Q507	FCC Mandated Narrow Band Option		
1	H38	SMARTZONE Trunking w/ Omnilink	\$1,125.00	\$1,125.00
1	Q361	Astro P25 Trunking		
1	Q15	AES Encryption w/ DES, DES-XL, DES-OFB	\$1,275.00	\$1,275.00
1	Q498	P25 OTAR w/ Multi-Key	\$895.00	\$895.00
1	G996	OTAP (Over the Air Programming)	\$360.00	\$360.00
1	Q52	Conventional Front Panel Programming	\$645.00	\$645.00
Module Two (Three bands)				
1	H91TGD9PW7N	APX8000 UHF/7/800MHz Module (136-174, 380-520, & 764-870MHz)	\$2,600.00	\$2,600.00
1	QA000580	TDMA Operation	\$500.00	\$500.00
1	Q806	CAI FOR P25		
1	Q507	FCC Mandated Narrow Band Option		
1	H38	SMARTZONE Trunking w/ Omnilink	\$1,125.00	\$1,125.00
1	Q361	Astro P25 Trunking		
1	Q15	AES Encryption w/ DES, DES-XL, DES-OFB	\$1,275.00	\$1,275.00
1	Q498	P25 OTAR w/ Multi-Key	\$895.00	\$895.00
1	G996	OTAP (Over the Air Programming)	\$360.00	\$360.00
1	Q52	Conventional Front Panel Programming	\$645.00	\$645.00
Module Three (Three bands)				
1	H91TGD9PW7N	APX8000 UHF/7/800MHz Module (136-174, 380-520, & 764-870MHz)	\$2,600.00	\$2,600.00
1	QA000580	TDMA Operation	\$500.00	\$500.00
1	Q806	CAI FOR P25		
1	Q507	FCC Mandated Narrow Band Option		
1	H38	SMARTZONE Trunking w/ Omnilink	\$1,125.00	\$1,125.00
1	Q361	Astro P25 Trunking		
1	Q15	AES Encryption w/ DES, DES-XL, DES-OFB	\$1,275.00	\$1,275.00
1	Q498	P25 OTAR w/ Multi-Key	\$895.00	\$895.00
1	G996	OTAP (Over the Air Programming)	\$360.00	\$360.00
1	Q52	Conventional Front Panel Programming	\$645.00	\$645.00
1	PC-9000	Programming Cable	\$399.00	\$399.00
1	KVL-9000	Encryption Key Load Cable	\$448.00	\$448.00
Notes:			Sub-Total	\$72,189.00
			Tax (10.25%)	\$7,399.37
			Freight	
Quote good for 30 days.			GRAND TOTAL	\$79,588.37

SPECIAL NOTES:	Customer Approval Signature	PO #	Date




Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 20, 2018

ITEM: E5

TO: Executive Committee

FROM: Erick B. Lee, Executive Director 

SUBJECT: AMENDMENT TO SALARY RANGE FOR ACCOUNTANT POSITION; AND

AUTHORIZATION FOR EXECUTIVE DIRECTOR TO EXECUTE A SIDE LETTER OF AGREEMENT BETWEEN THE MANAGEMENT AND CONFIDENTIAL BARGAINING GROUP AND THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

ATTACHMENTS: 1. Side Letter of Agreement

RECOMMENDATION

Staff recommends that the Executive Committee amend the salary range for the position of Accountant as indicated below and authorize the Executive Director to execute a side letter of agreement with the Management and Confidential Bargaining Group memorializing this change in salary.

ACCOUNTANT SALARY RANGE		
STEP	MONTHLY	HOURLY
Step A	\$6,322	\$36.47
Step B	\$6,638	\$38.30
Step C	\$6,970	\$40.21
Step D	\$7,318	\$42.22
Step E	\$7,684	\$44.33

DISCUSSION

The position of Accountant was added to the Authority’s Position Classification Plan on September 18, 2018. Although authorized by the Plan and covered by the Authority’s Memorandum of Understanding with its Management and Confidential Employees, the position is currently vacant.

The Executive Director is in the process of evaluating the needs of the Finance Department and anticipates opening a recruitment to fill this position in the near future. Staff conducted a survey of nearby jurisdictions to determine if the base salary for this position was in-line with similar jobs. This survey included both Accountant and Senior Accountant positions. The justification for including both positions in the survey is the proposed structure of the Authority’s Finance Department, which includes one Accountant who will report directly the Finance & Performance Audit Manager. With only two employees assigned to this important area of the Authority’s business, staff envisions the Accountant to be a journey-level position that functions at a level somewhere between the Accountant and Senior Accountant positions of a typical full service municipality Finance Department. The results of this survey are as follows:

JURISDICTION	POSITION TITLE(S)	BOTTOM STEP	TOP STEP
<i>SBRPCA</i>	<i>ACCOUNTANT</i>	<i>\$7,479</i>	<i>\$9,091</i>
GARDENA	SENIOR ACCOUNTANT	\$6,125	\$7,818
HAWTHORNE	ACCOUNTANT	\$5,451	\$8,076
MANHATTAN BEACH	ACCOUNTANT	\$5,130	\$6,767
MANHATTAN BEACH	SENIOR ACCOUNTANT	\$6,221	\$8,076
CULVER CITY	SENIOR ACCOUNTANT	\$6,482	\$7,913
EL SEGUNDO	ACCOUNTANT	\$5,953	\$7,003
EL SEGUNDO	SENIOR ACCOUNTANT	\$6,622	\$7,819
HERMOSA BEACH	ACCOUNTANT	\$5,893	\$7,162
REDONDO BEACH	ACCOUNTANT	\$4,965	\$5,669
AVERAGE (EXCLUDING SBRPCA)		\$5,871	\$7,367

The average top step base salary for the cities surveyed is \$7,367 per month. The current salary for the Authority’s position is \$9,091 per month, which is 23.4% above the average.

When focusing the survey on the Authority’s member agencies only, the average top step base salary is \$7,684 per month, as indicated by the table below.

JURISDICTION	POSITION TITLES	BOTTOM STEP	TOP STEP
<i>SBRPCA</i>	<i>ACCOUNTANT</i>	<i>\$7,479</i>	<i>\$9,091</i>
GARDENA	SENIOR ACCOUNTANT	\$6,125	\$7,818
HAWTHORNE	ACCOUNTANT	\$5,451	\$8,076
MANHATTAN BEACH	ACCOUNTANT	\$5,130	\$6,767
MANHATTAN BEACH	SENIOR ACCOUNTANT	\$6,221	\$8,076
AVERAGE (EXCLUDING SBRPCA)		\$5,732	\$7,684

In order to ensure that the Authority’s compensation for its Accountant position is not out of line with comparable positions in the region, staff recommends reducing the top step base salary of this position to the average of the surveyed member cities’ positions of \$7,684 per month. This reduction would ensure the Authority remains competitive in the

labor market but without paying a salary range that is unnecessarily excessive for the region.

If the salary range is amended by the Executive Committee as recommended, a side letter of agreement with the Management and Confidential Employees Bargaining Group is necessary to memorialize this change.

FISCAL IMPACT

By reducing the top step base salary to \$7,684 per month, the Authority will save over \$20,000 per year in salary and benefits costs.

ATTACHMENT #1

Agenda Item E5

**SIDE LETTER OF AGREEMENT BETWEEN
THE MANAGEMENT AND CONFIDENTIAL BARGAINING GROUP
AND THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY**

This Agreement is hereby entered into between the South Bay Regional Public Communications Authority (“Authority”) and the Management and Confidential Bargaining Group (“Management Group”).

The Management Group and the Authority have agreed to modify the salary range for the position of Accountant as indicated in Appendix A (Salary Schedules) of the Memorandum of Understanding (“MOU”) dated July 1, 2016 through June 30, 2019 between the Management Group and the Authority. The intent of this Side Letter is to modify the Fiscal Year 2018/2019 salary range of the Accountant position listed in Appendix A as follows:

APPENDIX A

ACCOUNTANT

Salary Schedule	FY 18-19	
	Monthly	Hourly
Step A	\$6,322	\$36.47
Step B	\$6,638	\$38.30
Step C	\$6,970	\$40.21
Step D	\$7,318	\$42.22
Step E	\$7,684	\$44.33

For the Management Group:

Date:

Shannon Kauffman

For the Authority:

Date:

Erick B. Lee
Executive Director




Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 20, 2018

ITEM: E6

TO: Executive Committee

FROM: Erick B. Lee, Executive Director 

SUBJECT: REQUEST FROM EXECUTIVE DIRECTOR TO ATTEND LIEBERT CASSIDY WHITMORE'S 2019 ANNUAL PUBLIC SECTOR EMPLOYMENT LAW CONFERENCE

ATTACHMENTS: None.

RECOMMENDATION

Staff recommends that the Executive Committee approve the Executive Director's request to attend Liebert Cassidy Whitmore's 2019 Annual Public Sector Employment Law Conference.

BACKGROUND

Under the terms of his employment agreement with the Authority, the Executive Director must secure approval from the Executive Committee prior to incurring travel-related business expenses.

The purpose of this report is to request such approval in accordance with the agreement.

DISCUSSION

Liebert Cassidy Whitmore("LCW") is one of the largest public management employment law firms in California, with over 80 attorneys in five offices. The attorneys of LCW provide specialized training and consulting services related to compliance with employment law and regulations at training seminars throughout California and for the South Bay Employment Relations Consortium, of which the Authority is a member.

Each year, LCW hosts a Public Sector Employment Law conference that provides attendees with opportunities to stay up-to-date with important legal developments, obtain expert advice, and learn trends and tactics to improve agency success. The Executive Director has requested to attend the 2019 conference which is being held January 23-25 in Palm Desert, California.

FISCAL IMPACT

The estimated costs associated with this request total \$1,151.55, as indicated below, and were included in the Authority's FY2018/19 adopted budget.

Full Conference Registration:	\$550.00
Lodging	\$601.55
Total:	\$1,151.55

Travel to and from the conference venue will be accomplished by use of an Authority-owned vehicle with other staff members who are also attending this training.



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 20, 2018

ITEM: E7

TO: Executive Committee

FROM: John Krok, Administrative Services Manager *JK*

SUBJECT: AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH COMMLINE INCORPORATED FOR AVTEC & STANCIL LICENSE PURCHASE, INTEGRATION AND PROGRAMMING SERVICES; AND

APPROVE A CORRESPONDING PURCHASE ORDER IN THE TOTAL AMOUNT OF \$139,153.31 FOR THIS PURCHASE; AND

APPROVE AN OPERATING BUDGET TRANSFER FROM TECHNICAL SERVICES SALARIES TO OUTSIDE TECHNICAL SERVICES-TOWERS & EQUIPMENT IN THE AMOUNT OF \$139,153.31

ATTACHMENTS: 1. Agreement

RECOMMENDATION

Staff recommends that the Executive Committee authorize the Executive Director to execute an agreement with Commline Incorporated for Avtec and Stancil license purchase, integration and programming services, approve a corresponding purchase order in the total amount of \$139,153.31 for this purchase, and approve an operating budget transfer from Technical Services Salaries (10-70-311-5101) to Outside Technical Services-Towers & Equipment (10-70-311-5521) in the amount of \$139,153.31.

DISCUSSION

The Authority continues to move forward with a P-25, trunked, digital, and encrypted radio network with the Interoperability Network of the South Bay (INSB) Project. The Project includes the management of a \$5,000,000 2016 Urban Area Security Initiative (UASI)

grant for radio system infrastructure and the purchase of over \$6,500,000 in mobile and portable radios and accessories. When the INSB transition is complete, there will be approximately 2,000 active radios on the system. This network is anticipated to go-live in February 2019.

Historically, the Authority has utilized the consulting services of Commline Incorporated for all of its radio programming and infrastructure maintenance needs. The Authority continues to work with Commline to complete a successful migration to a P-25, trunked, digital and encrypted network. As completion of the project nears, staff and the Authority's consultant have identified additional system hardware, software and integration that needs to be completed to ensure the agency's member and contract cities can operate on the INSB Network.

The Authority currently records all phone calls and analog radio traffic on the Stancil Recording System. The INSB project will result in the need to not only record our existing analog channels, but also the new digital channels/talkgroups. After evaluating its recording needs, staff is recommending the purchase of an additional 50 Stancil/IP Wireline licenses. This will give the Authority the ability to record all current analog channels, the planned digital channels and channels that may be identified by the Authority's stakeholders in the future that need to be recorded. Staff proposes that Commline perform the programming and integration for this project. The total cost for the licenses, programming and integration is \$40,706.25.

Additionally, the transition to the P-25, trunked, digital network will require additional Avtec endpoint licenses for each channel/talkgroup. These licenses will be needed in order to operate on the ICI system upon successful migration. After evaluating its radio channel needs, staff is recommending the purchase of 60 Avtec VP Gate P-25 Endpoint licenses. Commline will configure, network and integrate into the ISSI Gateway Server and add to the dispatch consoles. The Authority will maintain all of its analog channels for depth and redundancy. The total cost for the licenses, networking, configuration and integration is \$62,471.28.

Finally, the Authority currently hosts Avtec radio software for the agency's analog radio communications on a main and backup server. The migration to INSB requires us to host additional software for P-25 communication to the ICI-System (Glendale). The Authority recommends hosting the additional software on a main and backup server. This will create redundancy and avoid critical impact during maintenance or outage events. The Authority recommends the purchase of (2) additional VP Trunking Gateway servers. Commline will program, configure, network and install the servers. The total cost for hardware, programming, configuration, networking and installation is \$35,975.78.

FISCAL IMPACT

FY2018/19 funds associated with salary savings from vacant positions in the Technical Services Division could be used for this purchase of radio system hardware, software, and integration services. In order to utilize these funds for this purpose, a budget transfer of \$139,153.31 from the Salaries & Benefits category to the Supplies & Services category is necessary.

ATTACHMENT #1

Agenda Item E7

**AGREEMENT BETWEEN THE
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
AND
COMMLINE INCORPORATED FOR AVTEC & STANCIL LICENSE
PURCHASE, INTEGRATION AND PROGRAMMING SERVICES**

This contract, hereinafter referred to as Agreement, is entered into by and between the SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY (“Authority”) and COMMLINE INCORPORATED, (“Contractor”), a California corporation. Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

A. Authority is desirous of obtaining services for the purchase of radio system hardware, software, and integration services.

B. Contractor is qualified by virtue of experience, training, education and expertise to provide these services.

C. Authority has determined that the public interest, convenience and necessity require the execution of this Agreement.

2. Services.

A. The services to be performed by Contractor (“Services”) are set forth in Exhibit A.

B. The Services shall be performed in accordance with the Project Schedule set forth in Exhibit A. Contractor shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Authority to provide appropriate access to equipment or personnel, or other causes beyond Contractor’s reasonable control.

3. Additional Services. If Authority determines that additional services are required to be provided by Contractor in addition to the Services set forth above, Authority shall authorize Contractor to perform such additional services in writing (“Additional Services”). Such Additional Services shall be specifically described and approved by Authority in writing prior to the performance thereof. Contractor shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Contractor for Additional Services which

are not specifically approved by Authority in writing.

4. Agreement Administrator. For purposes of this Agreement, Authority designates the Executive Director as the Agreement Administrator who shall monitor Contractor's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. Authority reserves the right to change this designation upon written notice to Contractor.

5. Contractor's Proposal. This Agreement shall include Contractor's proposal or bid which is incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Contractor's performance of the Services required by this Agreement. Contractor shall diligently and timely pursue and complete the performance of the Services required of it by this Agreement. Authority, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as set forth in Exhibit B, attached hereto. The Compensation is inclusive of all costs that may be incurred by Contractor in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.

8. Term of Agreement/Termination.

This Agreement shall be effective as of the date of execution by the Authority and remain in effect until June 30, 2019.

A. Authority may terminate this Agreement without cause by providing written notice to Contractor not less than three days prior to an effective termination date. Authority's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

B. Unless for cause, Contractor may not terminate this Agreement.

C. Upon receipt of a termination notice, Contractor shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to Authority all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Contractor performing the Services under this Agreement, whether completed or in progress. Contractor shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause

attributable to Contractor, Contractor shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

9. Invoices and Payments.

A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Contractor's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs, and be submitted on an official letterhead or invoice with Contractor's name, address, and telephone number referenced.

B. The Agreement Administrator shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Contractor with a written statement objecting to the charges and stating the reasons therefore.

C. Payment by Authority under this Agreement shall not be deemed a waiver of defects, even if such defects were known to Authority at the time of payment.

10. Records/Audit.

A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:

1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds;

2. Records which establish that Contractor and any subcontractor who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations

3. Any additional records deemed necessary by Authority to assume verification of full compliance with this Agreement.

B. Authority shall have the right to audit Contractor's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.

C. Upon reasonable notice from Authority or any other governmental agency,

Contractor shall cooperate fully with any audit of its billings conducted by, or of, Authority and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

11. Successors and Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Contractor shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Change in Name, Ownership or Control. Contractor shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Contractor's firm or subconsultant. Change of ownership or control of Contractor's firm may require an amendment to the Agreement.

13. Key Personnel. Authority has relied upon the professional training and ability of Contractor to perform the services hereunder as a material inducement to enter into this Agreement. Contractor shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that Authority, in its sole discretion, at any time during the Agreement, desires the removal of any person or persons assigned by Contractor to perform Services pursuant to this Agreement, Contractor shall remove any such person immediately upon receiving notice from Authority.

14. Use of Materials.

A. Authority shall make available to Consultant such materials from its files as may be required by Contractor to perform Services under this Agreement. Such materials shall remain the property of Authority while in Contractor's possession. Upon termination of this Agreement and payment of outstanding invoices of Contractor, or completion of work under this Agreement, Contractor shall return to Authority any property of Authority in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Contractor in the course of performance of this Agreement.

B. Authority may utilize any material prepared or work performed by Contractor pursuant to this Agreement, including computer software, in any manner, which Authority deems proper without additional compensation to Contractor. Contractor shall have no responsibility or liability for any revisions, changes, or corrections made by Authority, or any use or reuse pursuant to this paragraph unless Contractor accepts such responsibility in writing.

15. Nonuse of Intellectual Property of Third Parties. Contractor shall not use, disclose or copy any intellectual property of any third parties in connection with work

carried out under this Agreement, except for intellectual property for which Contractor has a license. Contractor shall indemnify and hold Authority harmless against all claims raised against Authority based upon allegations that Contractor has wrongfully used intellectual property of others in performing work for Authority, or that Authority has wrongfully used intellectual property developed by Contractor pursuant to this Agreement.

16. Ownership of Work Product. All documents or other information created, developed, or received by Contractor shall, for purposes of copyright law, be deemed worked made for hire for Authority by Contractor and shall be the sole property of Authority. Contractor shall provide Authority with copies of these items upon demand, and in any event, upon termination of this Agreement.

17. Legal Requirements.

A. Contractor shall secure and maintain all licenses or permits required by law, including an Authority business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

B. Contractor warrants it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.

C. Contractor covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

18. Conflict of Interest and Reporting.

A. Contractor shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Contractor shall comply with the Authority's Conflict of Interest reporting requirements.

B. Contractor and its representatives shall refrain from lobbying Authority officials, employees and representatives for the duration of this Agreement.

19. Guarantee and Warranty. Contractor warrants to Authority that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of Authority's other rights or remedies, Authority may require Contractor to re-perform any of said services, which were not performed in accordance with these standards. Contractor shall perform the remedial services at its sole expense.

20. Insurance.

A. Commencement of Work. Contractor shall not commence work under this Agreement until it has obtained Authority approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Contractor must have and maintain in place all of the insurance coverage required in this Section. Contractor's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Contractor shall be responsible to obtain evidence of insurance from each subcontractor and provide it to Authority before the subcontractor commences work. Alternatively, Contractor's insurance may cover all subcontractors.

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-: VII, unless otherwise approved by Authority.

C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting Authority. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. Commercial Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including Symbol 1 (any auto) with no special limitations affecting Authority. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

3. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

a. The Authority, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide Authority with thirty (30) days prior written notice, return receipt requested, of any cancellation, non-renewal or material change in coverage.

c. For any claims with respect to the Services covered by this Agreement, Contractor's insurance coverage shall be primary insurance as respects the Authority, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the Authority, its elected and appointed officers, employees, agents and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

4. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to Authority.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Contractor's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against Authority for payment of premiums or other amounts with respect thereto. Authority shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable insurance policies or endorsements with Authority incorporating such changes within sixty (60) days of receipt of such notice, Contractor shall be deemed in default hereunder.

E. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by Authority. Any deductible exceeding an amount acceptable to Authority shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to Authority, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Contractor); or Contractor shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

F. Verification of Compliance. Contractor shall furnish Authority with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by Authority before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Contractor shall deliver to Authority a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to Authority. Contractor shall provide full copies of any requested policies to Authority within three (3) days of any such request by Authority.

G. Termination for Lack of Required Coverage. If Contractor, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, Authority may immediately obtain such coverage at Contractor's expense and/or terminate this Agreement.

21. Indemnity.

A. Contractor assumes all risk of injury to its employees, agents, and contractors, including loss or damage to property.

B. Contractor shall defend, indemnify, and hold harmless the Authority, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Contractor or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of Authority, its officers, agents, employees or volunteers.

C. No official, employee, agent or volunteer of Authority shall be personally liable for any default or liability under this Agreement.

22. Independent Contractor. Contractor agrees to furnish Contractor services in the capacity of an independent contractor and neither Contractor nor any of its employees shall be considered to be an employee or agent of Authority.

23. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

South Bay Regional Public
Communications Authority
4440 West Broadway
Hawthorne, CA 90250
Attn: Executive Director
Telephone Number: 310.973.1802
E-mail: administration@rcc911.org

COMMLine Incorporated
13700 Cimarron Avenue
Gardena, CA 90249
Telephone Number 310.390.8003
Email: jeff.fukasawa@commline.com

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

24. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

25. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.

26. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

27. Entire Agreement.

A. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

B. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

28. Joint Drafting. Both parties have participated in the drafting of this Agreement.

29. Public Record. This Agreement is a public record of the Authority.

30. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

31. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.


IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year written below.

AUTHORITY


By _____
ERICK B. LEE
Executive Director

Date _____

ACCEPTED:
COMMLINE INCORPORATED

By  _____
JAMES JUN
President/Owner

Date 11-8-18

By  _____
JESSICA JUN
Treasurer

Date 11-8-18

EXHIBIT A

COMMLine inc.

13700 Cimarron Ave., Gardena, CA 90249
P: (310) 390 – 8003 F: (310) 390 - 4393

STATEMENT OF WORK

COMMLINE PROJECT NAME: SOUTHBAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AVTEC & STANCIL LICENSE PURCHASE, INTEGRATION AND PROGRAMMING SERVICES PROJECT

GENERAL DESCRIPTION OF SERVICES

COMMLine will provide the following goods and services for the Customer:

1. 50 Stancil/IP/Wireline licenses and integrate and program for P25 trunk channels.

Require an additional 50 port licenses to log the new channels (talkgroups) created by the INSB project.
2. 60 Avtec VP Gate P25 Endpoint licenses and integrate into the ISSI Gateway Server and Trunk Server.

Require a P25 Trunking License for each talk group. The Authority will maintain an Analog System (redundancy) along with migration to a P25 digital, trunked and encrypted platform.
3. 2 VP Gateway Servers and program, configure, test and integrate with our current 2 VP Gateway Servers.

Separation of (2) VP Gate servers, and (2) P25 Trunking Gateway servers, integration and networking. This will create redundancy and help avoid critical outages during maintenance or events.

This scope of work will begin upon approval with an anticipated completed date of December 31, 2018.

**EXHIBIT B
PAYMENT SCHEDULE**

AUTHORITY shall compensate CONTRACTOR for the satisfactory performance of the work described in this Agreement in the amount not to exceed \$138,559.58 as based on the costs outlined below. Any discrepancies noted will be quoted for modifications separately and require written approval from the Executive Director prior to CONTRACTOR performing any modifications.

STANCIL LICENSES

Qty.	Model/Part#	Description	Unit Cost	Total
50	Stancil IP/Wireline License	Stancil Endpoint License	\$650.00	\$32,500.00
1	Labor	Assign Port Settings from Avtec VP Gate to Stancil Programming of Stancil for new P25 Trunk Channels Total 25 hrs x \$195 hr	\$4,875.00	
			Sub-Total	\$32,500.00
			Tax (10.25%)	\$3,331.25
			Freight	
			Labor	\$4,875.00
			Grand Total	\$40,706.25

AVTEC LICENSES

Qty.	Model/Part#	Description	Unit Cost	Total
2	SFW-VPG-P25-30	VP Gate P25 Endpoint License Support 30 each redundant P25 CSSI Endpoint	\$17,719.40	\$34,438.80
1	Labor/Integration	Add P25 Endpoint License to Existing VP Gate 1 and VP Gate 2 Integrate P25 Endpoint with ISSI Gateway and Trunk Server Change GUI Interface with new Trunk Endpoints Networking RCC to Torrance to Glendale 40 hrs configuration VP Gate servers 20 hrs networking Motorola Core 40 hrs add P25 trunk talk groups to GUI console 20 hrs configure add to all (17) positions Total 120 hrs x \$195 hr	\$23,400.00	
			Sub-Total	\$35,438.80
			Tax (10.25%)	\$3,632.48
			Freight	
			Labor	\$23,400.00
			Grand Total	\$62,471.28

VP GATE SERVERS

Qty.	Model/Part#	Description	Unit Cost	Total
2	ACC-CPU—RM- 2012	1 RU Computer Server, Solid State Drive, Win 2012 Server OS	\$5,391.25	\$10,782.50
2	ACC-MTG-IU-RR	Kit to Rack Mount Server	\$221.35	\$442.70
1	Labor/Integration	Separate VP Gate Server software/P25 Trunking Gateway Program redundant servers, configure, test and validate 40 hrs configuration 4 servers 40 hrs networking 4 servers 16 hrs installation & cabling 24 hrs testing and updating Total 120 hrs x \$195 hr	\$23,400.00	
			Sub-Total	\$11,225.20
			Tax (10.25%)	\$1,150.58
			Freight	\$200
			Labor	\$23,400.00
			Grand Total	\$35,975.78

50 Stencil/Wireline licenses and programming	\$40,706.25
60 Avtec VP Gate P25 Endpoint licenses and integration	\$62,471.28
2 VP Gate Servers, programming and integration	<u>\$35,975.78</u>
TOTAL	\$139,153.31

CONSULTANT shall submit an invoice for payment upon completion of the scope of services.



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 20, 2018
ITEM: F
TO: Executive Committee and User Committee
FROM: Erick B. Lee, Executive Director
SUBJECT: EXECUTIVE DIRECTOR'S REPORT
ATTACHMENTS: None

A handwritten signature in blue ink, appearing to be "Erick B. Lee", is written over the "FROM:" line of the memo.

The Executive Committee and User Committee will be provided an oral report on the following topics:

- Staff Introduction
- Status of Filling Vacant Communications Operator Positions
- Update on UASI Grant Reimbursement




Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 20, 2018

ITEM: H1

TO: Executive Committee

FROM: Erick B. Lee, Executive Director 

SUBJECT: STEP 4 BOARD OF REVIEW HEARING: GRIEVANCE FILED BY COMMUNICATIONS OPERATOR SIRENA BOSKOVICH

ATTACHMENTS:

1. Grievance
2. Step 1 Decision by Communications Supervisor
3. Request for Step 2 Review
4. Step 2 Decision by Administration Manager
5. Request for Step 3 Review
6. Additional Information Provided on June 28, 2018
7. Step 3 Decision by Executive Director
8. Request for Step 4 Review
9. Grievance Procedure from the Teamsters' MOU

RECOMMENDATION

Staff recommends that the Executive Committee conduct a Step 4 Board of Review hearing on the grievance filed by Communications Operator Sirena Boskovich in accordance with Article 16, Section 16.6(d) of the Authority's Memorandum of Understanding ("MOU") with the California Teamsters Public, Professional and Medical Employees Union Local 911 ("Teamsters").

BACKGROUND

In order to promote improved employer/employee relations by affording employees an informal method for further consideration of complaints which have not been resolved

through discussions, the Authority has established a grievance procedure with its employees represented by the Teamsters. As established by this procedure, any permanent, non-probationary employee shall have the right to grieve a decision made by the Authority affecting his/her employment and relating to matters defined as “any dispute concerning the interpretation or application of this written Memorandum of Understanding, or of Authority Rules & Regulations governing personnel practices or working conditions.”

Under this procedure, an employee who wishes to grieve an incident should first discuss the matter with his/her immediate supervisor within five (5) calendar days of the incident. If not satisfied with the decision reached by this discussion, the employee shall then have the right to file a formal grievance in writing, within ten (10) calendar days after receiving the informal decision of the immediate supervisor.

Step 1 of the formal grievance process begins when an employee presents a written grievance to his/her immediate supervisor. Upon receipt of a written grievance, the supervisor must render a written decision within five (5) calendar days. The employee has five (5) calendar days to appeal this Step 1 decision to the Administration Manager if he/she is not satisfied with the decision.

Step 2 of the formal grievance process begins when an employee appeals a Step 1 decision to the Administration Manager. Upon receipt of an appeal of a Step 1 decision, the Administration Manager shall promptly discuss the grievance with the employee and his/her representative, if any, and any other persons having relevant information about the grievance. The Administration Manager must render a written decision within ten (10) calendar days. The employee has five (5) calendar days to appeal this Step 2 decision to the Executive Director if he/she is not satisfied with the decision.

Step 3 of the formal grievance process begins when an employee appeals a Step 2 decision to the Executive Director. Upon receipt of an appeal of a Step 1 decision, the Executive Director shall promptly discuss the grievance with the employee and his/her representative, if any, and any other persons having relevant information about the grievance. The Executive Director must render a written decision within ten (10) calendar days. The employee has twenty (20) calendar days to appeal this Step 3 decision to the Executive Committee if he/she is not satisfied with the decision.

Step 4 of the formal grievance process begins when an employee appeals a Step 3 decision to the Executive Committee (Board of Review). The procedures outlined in the MOU for Step 4 review specify that:

1. Formal grievances and appeals shall go directly to the Executive Committee after the Executive Director level.
2. The Executive Committee shall act as hearing officers and its decision shall be final.
3. The Executive Director of the Authority will not sit on the review panel as a hearing officer.
4. At this step, the hearing shall be convened within fifteen (15) calendar days by the Executive Committee.
5. A formal decision shall be submitted to the Union within twenty (20) calendar days of the final Step 4 hearing.
6. The parties may agree to waive the time limits at any step.

DISCUSSION

On or about April 24, 2018, Communications Operator Sirena Boskovich filed a grievance (Attachment #1) over the following issues:

1. Inability to utilize vacation leave benefits provided to her under the MOU.
2. Dissatisfaction with the Authority's vacation leave selection process for Communications Operators.
3. Allegation of differential treatment.

As proposed remedies, Communications Operator Boskovich has requested that:

- she not be subject to the 336 hour limit on vacation leave accruals specified in Section 9.11 of the MOU.
- any amount of vacation leave that she elects to convert to cash not be subject to the 85% regular rate of pay per Section 12.12 of the MOU. Rather, she has requested that this amount should be paid at 100% of her regular rate of pay.
- the vacation leave selection practice for Communications Operators be revised to be more equitable for all employees while still maintaining a seniority component.
- the Authority provide equal treatment to all employees regardless of their respective bargaining unit.
- if exceptions are provided by the Authority to one employee, then all employees should have the opportunity to request similar exceptions on a case-by-case basis.

Step 1 of this process was handled by Communications Supervisor Shander Coston and the written decision was issued on April 26, 2018 (Attachment #2). Communications Operator Boskovich was not satisfied with this decision and appealed it to Administration Manager John Krok, via her Teamsters representative Carlos Rubio, on May 1, 2018 (Attachment #3).

As part of the Step 2 process, Administration Manager John Krok met with Mr. Rubio and Communications Operator Boskovich on May 8, 2018 to discuss the issues identified in the grievance. He issued his written decision on May 17, 2018 (Attachment #4). Communications Operator Boskovich was not satisfied with this decision and appealed it to Executive Director Erick Lee, via her Teamsters representative Carlos Rubio, on May 18, 2018 (Attachment #5).

As part of the Step 3 process Executive Director Erick Lee met with Mr. Rubio and Communications Operator Boskovich on May 30, 2018 to discuss the issues identified in the grievance. At the conclusion of that meeting, Mr. Rubio requested that the Executive Director not render a decision on the grievance within the next 10 days as specified in the MOU. Instead, Mr. Rubio requested that he wait until Mr. Rubio would be able to provide him with supplementary information. That supplementary information was provided to the Executive Director on June 28, 2018 (Attachment #6). Due to the additional time needed to analyze and research the supplementary information, Mr. Rubio agreed to extend the deadline for the Step 3 decision until July 19, 2018. This written decision was issued on July 19, 2018 (Attachment #7).

Communications Operator Boskovich was not satisfied with this decision and appealed it to the Executive Committee, via her Teamsters representative Carlos Rubio, on August 14, 2018 (Attachment #8). While this date is in excess of the 20 calendar days to file the request for a Step 4 appeal, Mr. Rubio did contact the Executive Director on July 26, 2018 requesting an extension for filing the appeal due to scheduling issues. This request was granted and the deadline to request a Step 4 appeal was extended to August 15, 2018.

Although the MOU specifies that the Executive Committee must convene a Board of Review hearing to consider the grievance within 15 days of receiving the request, Mr. Rubio requested that this item not be considered at the next available meeting of the Executive Committee, which was August 21, 2018. Additionally, both the Authority and the Teamsters agreed to not schedule this hearing for the Executive Committee's meeting on September 18, 2018 due to scheduling issues of involved parties. Furthermore, this item was not considered at the October 16, 2018 meeting due to concerns from the Teamsters about the forum for the hearing. Those issues have been resolved and the grievance can now be considered at this meeting of November 20, 2018.

Staff recommends that the Executive Committee conduct the hearing as follows:

1. Public Comment
2. Argument for Grievance by Communications Operator Boskovich & Mr. Rubio
3. Rebuttal by Executive Director
4. Surrebuttal by Communications Operator Boskovich & Mr. Rubio
5. Deliberation by the Executive Committee

Under the terms of the MOU, the Executive Committee shall submit its formal decision to the Teamsters within 20 days of the Board of Review hearing and its decision shall be final.

FISCAL IMPACT

None at this time.

ATTACHMENT #1

Agenda Item H1

Hi John,

As you now know I will be losing vacation time here shortly. I truly pride myself in coming to work and helping with the overtime, however at the same time I think it is important in this line of work that we all have time off to re-energize.

I'm aware of the time and energy that goes into the recruiting process and where we currently stand. I hope that as we move forward a new model can be implemented with how vacation and holiday time is selected, more so now since senior dispatchers are monopolizing the vacation time by bidding 6 to 8 weeks off a year. However in the meantime can something be done regarding the vacation hours that I will be losing? This comes even after I cashed out the maximum amount of vacation hours (72 hours) allowed during the last October 2017 payout.

I will start losing vacation time on the April 27th paycheck up until the June 8th paycheck. My June vacation will then drop me below the maximum 336 hours allowed to accumulate and then I will start losing again from August 17, 2018 through October 26, 2018.

Here is the breakdown.

April 27, 2018 - June 8th, 2018: Projected to lose 26 hours

June Vacation: I'll use 36 hours

August 17, 2018 - October 26, 2018: Projected to lose 28 hours

November Payout: I'll cash in 72 hours again

Thank you for your time,
Sirena Boskovich

ATTACHMENT #2

Agenda Item H1

To: Sirena Boskovich, Communications Operator
Date: April 26, 2018
From: Shander Coston, Communications Operator
Re: **Article 16 – Grievance- (received on April 24, 2018)**

In response to Section 9.11 – Vacation Leave/APM: You expressed your inability to select more than 1 week of vacation during each shift bid. And because you will reach your maximum accrual per the MOU, you feel that you are being forced to convert vacation hours for cash at a lesser rate. You further stated that because of the shift selection/vacation leave selection process, the option of cashing out vacation leave seems to be more so mandatory than optional. I interpret your solution for this part of the grievance is to be allowed to continue to accrue vacation leave past your maximum hours or if you are forced to cash it out, to be able to cash it out at 100% rather than at 85% per your most recent Memorandum of Understanding.

As section 9.11 of the MOU states, all accumulation maximums cannot be exceeded and the accrual accumulation stops until accrual is below the maximum. Section 12.12 does indicate that you do have the option of converting a limited number of vacation leave hours, depending on your years of service, at 85% of your regular rate of pay. If you choose not to cash out, the other option would be to not accrue additional vacation leave hours until your totals are below the maximum. In both cases it appears that you are losing time and/or money. Because the Memorandum of Understanding is a binding contract between SBRPCA and the Teamsters Union, it is not legal to just disregard it or make changes. The solution would be to fight for changes to this procedure during contract negotiation time.

In response to the 2nd portion of your grievance pertaining to the Vacation Selection Process: Your suggestion of having all involved parties discuss a better way to execute the vacation selection process is an excellent idea that may lead to a solution. The caveat that you should be aware of is that scheduling is management's right. The following is taken from Article 3 of the most recent MOU between SBRPCA and Teamsters Local 911:

Section 3.1 – Management's Rights. Authority retains all rights not specifically delegated by this Agreement, including, but not limited to, the exclusive right to determine the mission of the constituent sections; set standards of service; determine procedures and standards of selection of employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; contract out work; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its missions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work; *determine work schedules*; and *make changes to work schedules*. The determination of whether or not an emergency exists is solely within the discretion of authority and is expressly ***excluded from the grievance procedure***.

April 26, 2018

In response to your 3rd concern regarding differential treatment: I am not fully aware of, nor do I have any details pertaining to this 'option' you referred to that is possibly being provided to Supervisor Farley. Further inquiry into this matter should be addressed at the ADMIN level.

I am an avid supporter of all personnel being treated fair and equal, always.

Response respectfully submitted,

Shander Coston, Communications Supervisor Date

ATTACHMENT #3

Agenda Item H1

From: Carlos Rubio <crubio@teamsters911.com>
Sent: Tuesday, May 1, 2018 07:29
Subject: Sirena Boskovich
To: Krok, John <jkrok@rcc911.org>, Kauffman, Shannon <skauffman@rcc911.org>
Cc: Boskovich, Sirena <sboskovich@rcc911.org>

Good Morning John and Shannon,

The purpose of this correspondence is to file a timely grievance in accordance to Article 16 of our Memorandum of Understanding at Step 2.

We are emailing both of you because I'm not sure who will serve the role of the Administration Manager from the Authority for this purpose.

Ms. Boskovich disagrees with the supervisor's decision provided at Step 1 of the grievance procedure.

We would like for all of the concerns submitted by Ms. Boskovich to be considered and reviewed in good faith.

The issues are the following:

1. Vacation Leave Benefit/ APM
2. Vacation Selection Process
3. Differential Treatment

Please confirm receipt of this grievance and let me know when you are available to meet to have a Step 2 grievance to address the concerns brought forward by Ms. Boskovich.

If you have any questions please feel free to contact me.

Thank you,

Carlos I. Rubio
California Teamsters Local 911
Public, Professional & Medical Employees Union
9900 Flower Street
Bellflower, CA 90706
T: (562) 595-4518 Ext: 111
F: (562) 427-7298
E: crubio@teamsters911.com

ATTACHMENT #4

Agenda Item H1

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

M E M O R A N D U M

Date: May 17th, 2018

TO: Sirena Boskovich, Communications Operator

FROM: John Krok, Administration Manager

SUBJECT: Step 2 Grievance Response

I have reviewed your grievance and the First Level of Review (Step 1) grievance response issued to you on April 26, 2018 by your supervisor, Shander Coston. This memorandum shall serve as my Step 2 grievance response as the Administration Manager, pursuant to Section 16.6(b) of the Memorandum of Understanding (“MOU”) between the South Bay Regional Public Communications Authority (“Authority”) and California TEAMSTERS Local 911 (“TEAMSTERS”).

I have considered the issues you have raised regarding the Vacation Leave Benefit/APM, the Vacation Selection Process and differential treatment. However, you have not raised a grievable issue at this time.

MOU Article 16, Section 16.2 defines a “grievance” as “any dispute concerning the interpretation or application of this written Memorandum of Understanding, or of Authority Rules & Regulations governing personnel practices or working conditions.” Additionally, represented employees only have the right to “grieve a decision made by the Authority affecting his/her employment, *and relating to those matters defined in Section 16.2.*” (MOU Article 16, Section.3 [Emphasis added].)

Your grievance does not allege that the Authority has misinterpreted, misapplied or failed to follow the Authority’s policies and regulations, or any specific MOU provisions. As Mr. Carlos Rubio, your TEAMSTERS representative, stated during our meeting on May 8th, 2018, the “goal of [your] request is to find a mechanism to allow [you] to continue to accrue hours.” Your complaint is based on your belief that the applicable MOU provisions and Authority’s policies/practices are set up in a manner that unfairly limits your ability to use vacation leave and continue to accrue vacation time. The Authority is scheduling vacations and shifts in an appropriate manner, and it is following all applicable policies and MOU provisions, including Section 9.11, which sets vacation accrual and accumulation limits.

It is also interesting to note that while on the one hand you raise concerns about differential treatment in your grievance, on the other hand you are specifically

requesting differential treatment – that you be allowed a one-time cash-out so that you will be in a position to accrue additional vacation time. However, if the Authority provided such a cash-out to you, then other employees could have concern about the Authority acting contrary to the express terms of the MOU and applicable rules and policies. Also, it would not be fair to treat you in a different manner than the other members of your bargaining unit.

Additionally, the MOU does provide for relief in the event “the requirements of service necessitate cancellation of scheduled vacation leave and it cannot be rescheduled and used before the end of the calendar year” in that “a maximum of eighty (80) hours in addition to the accrual maximum may be carried over for use not later than February 1 of the following calendar year.” While I do not believe this is your specific concern in this case, this provision does evidence that the Authority and TEAMSTERS have specifically contemplated situations where an employee is unable to use vacation and have negotiated provisions to address these concerns.

Accordingly, your grievance is denied, as you have not raised a grievable issue. The Authority will, however, continue to treat all employees in an equitable manner, and to meet and confer with TEAMSTERS regarding issues within the scope of representation. If you have any further questions, please do not hesitate to contact me.

CC: Carlos Rubio, California TEAMSTERS Local 911

ATTACHMENT #5

Agenda Item H1

From: Carlos Rubio <crubio@teamsters911.com>
Sent: Friday, May 18, 2018 07:29
To: Lee, Erick <elee@rcc911.org>
Cc: Boskovich, Sirena <sboskovich@rcc911.org>
Subject: Fwd: Step 2 Grievance Response

Good Morning Mr. Lee:

The purpose of this correspondence is to request this grievance to be heard at Step 3 of Article 16 Grievance procedure of the MOU.

The employee is not satisfied with the decision rendered at the Step 2 level and therefore we are appealing at your level.

Please confirm receipt of this email and that we have filed a timely appeal.

Let's coordinate calendars to for you to hear the grievance.

If you have any questions please feel free to contact me.

Thank you,

Carlos I. Rubio
California Teamsters Local 911
Public, Professional & Medical Employees Union
9900 Flower Street
Bellflower, CA 90706
T: (562) 595-4518 Ext: 111
F: (562) 427-7298
E: crubio@teamsters911.com

Begin forwarded message:

From: "Krok, John" <jkrok@rcc911.org>
Date: May 17, 2018 at 10:29:26 AM PDT
To: "Boskovich, Sirena" <sboskovich@rcc911.org>
Cc: Carlos Rubio <crubio@teamsters911.com>
Subject: **Step 2 Grievance Response**

Sirena,
Please see attached response for Step 2 of your grievance.

John Krok

Administration Manager
South Bay Regional Public Communications Authority
4440 West Broadway
Hawthorne, CA 90250
310.973.1802 x103
jkrok@rcc911.org

<Boskovich Grievance.docx>

ATTACHMENT #6

Agenda Item H1

Subject: Re: Sirena Boskovich Response
Date: Friday, June 29, 2018 at 04:14:14 Pacific Daylight Time
From: Carlos Rubio
To: Boskovich, Sirena
CC: Lee, Erick

Erick, thank you and therefore please let us know when you would expect to have a response by. We appreciate your patience and cooperation.

Carlos I. Rubio
California Teamsters Local 911
Public, Professional & Medical Employees Union
9900 Flower Street
Bellflower, CA 90706
T: (562) 595-4518 Ext: 111
F: (562) 427-7298
E: crubio@teamsters911.com

On Jun 29, 2018, at 3:43 AM, Boskovich, Sirena <sboskovich@rcc911.org> wrote:

I concur and do not have anything that I would like to add at this time.

Thank you,

Sirena Boskovich

From: Carlos Rubio <crubio@teamsters911.com>
Sent: Thursday, June 28, 2018 9:18:31 PM
To: Lee, Erick
Cc: Boskovich, Sirena
Subject: Sirena Boskovich Response

Dear Mr. Lee,

The following is our response to the meeting we held on May 30, 2018. If Ms. Boskovich has anything to add she will do so. We committed to getting this to you today however, Ms. Boskovich has not seen this final draft so I will let her tell you if she would like to make any modifications.

On or about April 24, 2018 employee Sirena Boskovich, Communications Operator, filed a grievance in accordance to Article 16 of the Memorandum of Understanding (MOU) in the following manner:

1. Section 9.11 – Vacation Leave/ APM
 - a. Dispute concerning the interpretation and or application.
 - i. As of the last vacation bid by nature of the selection process I was not able in a good faith manner; to select vacation time off in excess of one week; due to the fact that I will reach my maximum accrual per MOU I will be forced to convert for cash a limited amount of hours of vacation in addition to losing vacation time. In my opinion this represents a cancellation of my vacation. Specifically, because according to our MOU the annual payment for unused vacation leave is supposed to

- be optional but in this particular case it is mandatory and has been for many years.
- ii. My suggested correction for this is that since I do not have the opportunity to select any vacation time off beyond one week I should not suffer the consequences of losing time and cashing out at a lesser rate because I did not have the fair ability to be approved to take additional weeks off. Also, since I would be forced to cash out I believe that I should be paid out at a higher rate.

2. Vacation Selection Process

- a. Dispute concerning the interpretation and or application.
 - i. Provided that current employees have a high amount of service on average on the books the available vacation slots are not enough to support the negotiated vacation benefit in the MOU; Specifically with the current practice of allowing employees to select unlimited and consecutive weeks off at one time in a shift selection bid.
 - ii. My suggested correction is for the appropriate parties to have a discussion on how best to analyze and review a vacation selection process that maintains a seniority component but that has other elements of fairness as it relates to the issues brought up above.

3. Differential Treatment

- a. Dispute concerning the interpretation and or application of applicable MOU and or APM.
 - i. As it relates to a flexibility and or option provided to supervisor Sandra Farley in association with usage of time accruals.
 - ii. My suggested correction is for the Authority to treat all employees equal and that if one exception is made for one employee regardless of their bargaining unit; that all employees then have their opportunity to present their case on a case by case scenario.

On or about April 26, 2018, her supervisor Shander Coston, Communications Supervisor (Mistakenly listed as an Communications Operator in the Memo) responded to the grievance. Please see your files for reference.

Ms. Coston makes reference to the MOU, management rights, and does not address the circumstances surrounding the preferential treatment witnesses by Ms. Boskovich herself.

As a result of this response Ms. Boskovich proceeded to the next level in the grievance process.

On or about May 1, 2018 Ms. Boskovich through representation filed the following grievance:

The purpose of this correspondence is to file a timely grievance in accordance to Article 16 of our Memorandum of Understanding at Step 2.

We are emailing both of you because I'm not sure who will serve the role of the Administration Manager from the Authority for this purpose.

Ms. Boskovich disagrees with the supervisor's decision provided at Step 1 of the grievance procedure.

We would like for all of the concerns submitted by Ms. Boskovich to be considered and reviewed in good faith.

The issues are the following:

1. Vacation Leave Benefit/ APM
2. Vacation Selection Process
3. Differential Treatment

Please confirm receipt of this grievance and let me know when you are available to meet to have a Step 2 grievance to address the concerns brought forward by Ms. Boskovich.

On or about May 17, 2018 the Union received a response from John Krok, Administration Manager (Copy which you will find attached)

In his response Mr. Krok stipulates the following:

Your grievance does not allege that the Authority has misinterpreted, misapplied or failed to follow the Authority's policies and regulations, or any specific MOU provisions. As Mr. Carlos Rubio, your TEAMSTERS representative, stated during our meeting on May 8th, 2018, the "goal of [your] request is to find a mechanism to allow [you] to continue to accrue hours." Your complaint is based on your belief that the applicable MOU provisions and Authority's policies/practices are set up in a manner that unfairly limits your ability to use vacation leave and continue to accrue vacation time. The Authority is scheduling vacations and shifts in an appropriate manner, and it is following all applicable policies and MOU provisions, including Section 9.11, which sets vacation accrual and accumulation limits.

It is also interesting to note that while on the one hand you raise concerns about differential treatment in your grievance, on the other hand you are specifically requesting differential treatment – that you be allowed a one-time cash-out so that you will be in a position to accrue additional vacation time. However, if the Authority provided such a cash-out to you, then other employees could have concern about the Authority acting contrary to the express terms of the MOU and applicable rules and policies. Also, it would not be fair to treat you in a different manner than the other members of your bargaining unit.

The Union disagrees with this whole statement because the Ms. Boskovich filed a grievance in a timely fashion and within the grievance parameters. The nature of this case is that the Authority due to various reasons has limitations in fulfilling the commitments it has negotiated with the Union for employees including Ms. Boskovich, who due a suspension of vacation or blocked out dates due to the transition of Culver City and due to the nature of the current vacation bidding system could not secure but one week maximum vacation and then would be set to stop accruing which we classify as losing time during this ongoing period of time. Mr. Krok expresses the goal of your request without considering or listing the various goals of the grievance and requests. Furthermore, Mr. Krok goes on to accuse Ms. Boskovich of requesting special treatment which couldn't be more faraway from the truth. Ms. Boskovich was looking for options just like Ms. Farley has looking for options as she was faced with the possibility of losing time which as Ms. Boskovich witnessed had been worked out already with the Administration. It was the witnessing of this event that actually led Ms. Boskovich to pursue filing a grievance due to the nature of the concession that the Administration would be providing Ms. Farley. Therefore, Mr. Krok stipulating that other employees could have concern about the Authority acting contrary to the express terms of the MOU and applicable rules and policies does not hold ground provided that Ms. Boskovich is clear on what she heard Ms. Farley communicate on the operations floor.

Mr. Krok goes on to classify Ms. Boskovich's grievance as not grievable. If the matter was not a grievance then why would Ms. Coston hear her grievance and subsequently the Executive Director?

On or about May 22, 2018 the Union submitted the following to Erick Lee, Executive Director:

The purpose of this correspondence is to request this grievance to be heard at Step 3 of Article 16 Grievance procedure of the MOU.

The employee is not satisfied with the decision rendered at the Step 2 level and therefore we are appealing at your level.

Please confirm receipt of this email and that we have filed a timely appeal.

Let's coordinate calendars to for you to hear the grievance.

On or about May 30, 2018 Ms. Boskovich, Mr. Lee and Carlos Rubio, Senior Business Representative met at the Authority's premises.

As previously expressed the employee has not been satisfied with the response from Ms. Coston at Step 1 and the response from the Mr. Krok at Step 2 of the grievance process. We firmly believe that the responses at Step 1 and 2 do not address the specific concerns that Ms. Boskovich has laid out. We firmly believe that Ms. Boskovich does have a grievance and that the intent of the memorandum of understanding was never to limit or prevent employees from exercising their right to go on vacation and or continue to accrue vacation if for some reason the needs of the authority prevented an employee from exercising their right to utilize their earned vacation. Ms. Boskovich is not requesting for special treatment or for a favor but she did express that if Ms. Farley was receiving consideration for special treatment then that she should be afforded the same opportunity just like other employees as well. Ms. Boskovich is the employee speaking up but may not be the only one that has concerns associated with this issue. Employee safety, work life balance, productivity, and morale ultimately may have an impact in the delivery of the crucial services that employees provide. The working conditions where employees are mandated/forced to work overtime add to the health and safety

concerns of employees. Employees are exhausted from all of the hours they are mandated to work and from the constant directives that require them to be ready for duty. It truly boils down to employees crying loudly for help for their own sanity of a balance that for years has been dealt with a message that, "this is the industry," and "this is what employees signed up for," we disagree, because we feel employees joined the service to serve and protect just like safety employees did, yet they feel they only serve and do so without a balance. Of all of the employees we ask how many are fully trained? How many vacancies need to be filled? How to we address trainees, leaves of absences, medical injuries? How to plan for a balance or an unfortunate rainy day? How do we balance the needs of the business operations with the needs and wants of the service providers in this case the employees? The employees are the lifeline to the safety of the communities they serve! They answer the call when the citizenry most needs it; they need to be in the best fitness to deliver and when they can't take enough time off it eats at their physical and mental health which can make them susceptible to errors and or injuries. At this point and based on the responses Ms. Boskovich feels powerless in this situation she finds unfair and unreasonable. We urge you to help us find a solution for everyone immediately that is fair and reasonable across the board. Lastly, we request that you review the pay sheets for Supervisors and Administrators and determine if any concessions have been allowed during recent times.

If you have any question please feel free to contact me. Thank you,

Carlos I. Rubio
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T: (562) 595-4518 Ext: 111
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E: crubio@teamsters911.com

ATTACHMENT #7

Agenda Item H1

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

M E M O R A N D U M

DATE: July 19 , 2018

TO: Sirena Boskovich, Communications Operator

FROM: Erick Lee, Executive Director

SUBJECT: Step 3 Grievance Response

- ATTACHMENTS:**
1. Grievance
 2. Step 1 Decision
 3. Request from Carlos Rubio for Step 2 Review
 4. Step 2 Decision
 5. Request from Carlos Rubio for Step 3 Review
 6. Additional Information Provided on June 28, 2018
 7. Copy of Section 16 of the MOU with the Teamsters

INTRODUCTION

I have reviewed the grievance you filed on or about April 24, 2018 and the Step 1 and Step 2 grievance decisions issued to you on April 26, 2018 and May 17, 2018, respectively. On May 18, 2018, your representative, Carlos Rubio from California Teamsters Local 911 (“Teamsters”), requested that this grievance be escalated to Step 3. On May 30, 2018, I met with you and Mr. Rubio to discuss the grievance. At the conclusion of that meeting, Mr. Rubio requested that I not render a decision on the grievance within the next 10 days. Instead, Mr. Rubio requested that I wait until he was able to provide me with additional information. That additional information was provided to me on June 28, 2018. Due to the additional time needed for me to analyze and research the additional information provided, Mr. Rubio agreed to extend the deadline for my decision until July 19, 2018.

In response to your request for Executive Director Review of your grievance, this memorandum shall serve as my Step 3 decision as the Executive Director, pursuant to Section 16.6(c) of the Memorandum of Understanding (“MOU”) between the South Bay Regional Public Communications Authority (“Authority”) and the Teamsters.

SUMMARY OF GRIEVANCE

My understanding of your grievance and proposed remedies are as follows:

1. Your inability to utilize the vacation leave benefits provided to you under the MOU.

During the shift, vacation, and holiday selection for the current period of March 10, 2018 to September 7, 2018, you were unable to select more than one week of vacation because employees assigned to similar days/hours as you, and with more seniority than you, selected vacation days that otherwise could have been available to you. As a consequence and during this period, you will be required to convert a limited number of hours of unused vacation leave to cash at 85% of your regular rate of pay (benefit provided to Group A employees per Section 12.12 of the MOU) in order to maximize your ability to continue to accrue vacation leave. Furthermore, your accumulated vacation leave will reach 336 hours, which is the maximum amount allowable under the MOU, prior to the end of this period and before you have the opportunity to select additional vacation days, thus creating a situation where you will no longer accrue vacation leave. You have asserted that since you are unable to accrue additional vacation leave, this amounts to a cancellation of your vacation.

As proposed remedies, you have suggested that you not be subject to the 336 hour limit on vacation leave accruals specified in Section 9.11 of the MOU. Additionally, you have suggested that any amount of vacation leave that you elect to convert to cash not be subject to the 85% regular rate of pay per Section 12.12 of the MOU. Rather, you request that this amount should be paid at 100% of your regular rate of pay.

2. Your dissatisfaction with the vacation leave selection process.

You assert that current staffing levels are not sufficient to provide all employees with the ability to utilize all of their accumulated vacation leave. Additionally, you contend that the current and longstanding vacation leave selection practice—which allows for employees to select an unlimited amount of vacation leave (subject to employees having accrued enough vacation leave to cover their selections), favors those employees with the most seniority, and leaves junior employees with less ability to utilize their vacation leave—exacerbates this problem.

As a proposed remedy, you have suggested that the vacation leave selection practice be revised to be more equitable for all employees while still maintaining a seniority component.

3. Your allegation of differential treatment.

You assert that Communications Supervisor Sandy Farley was provided the opportunity to change the type of leave she was planning to take from a leave type other than vacation to vacation leave in order for her to avoid reaching the maximum number of accumulated vacation leave hours allowable under the Authority's Memorandum of Understanding with the Communications Workers of America. You contend that you were not afforded this same opportunity.

As a proposed remedy, you have suggested for the Authority to provide equal treatment for all employees regardless of their respective bargaining unit. Additionally, you contend that if exceptions are provided to one employee, then all employees should have the opportunity to request similar exceptions on a case-by-case basis.

EXECUTIVE DIRECTOR'S ANALYSIS

My analysis of your grievance is as follows:

1. Timeliness of Filing the Grievance.

When you selected your shift and vacation leave for this period, the issues related to your limited ability to utilize the vacation leave benefits provided to you under the MOU became known to you. These issues correlate to the shift you selected: Dayshift on Tuesday, Wednesday, and Thursday with a call-in day on Friday.

Around the time of your shift and vacation leave selections, Communications Supervisor Farley discussed this vacation leave utilization issue with you. She advised you of your opportunity to utilize more vacation leave if you selected a different shift. In fact, numerous Communications Operators with less seniority than you have been able to utilize multiple weeks of vacation leave during this period because they chose to work Graveyard shift schedules. This was true over the prior two periods as well.

Article 16 of the MOU specifies:

An employee who wishes to grieve an incident should first discuss the matter with his/her immediate supervisor within five (5) calendar days of the incident. If not satisfied with the decision reached by this discussion, the employee shall then have the right to file a formal grievance in writing, within ten (10) calendar days after receiving the informal decision of the immediate supervisor.

The shift, vacation, and holiday selections for the period of March 10, 2018 to September 7, 2018 commenced on January 16, 2018. You selected your shift on or around January 27, 2018, and the entire process concluded on February 1, 2018. Therefore, your deadline to informally discuss this matter with your immediate supervisor was February 6, 2018, and your deadline to file a formal grievance in writing regarding this issue was on or before February 16, 2018.

The timelines specified in the MOU for filing grievances afford employees a method for further consideration of complaints which have not been resolved through discussions and for formally informing the Authority of issues they are concerned about when they occur. As with many aspects of employment, time is of the essence. The grievance procedure sets into motion a process that requires the Authority to address such issues in a timely manner, in writing, with five (5) and ten (10) day turn-around times for responses due to the employees. By becoming aware of these issues as soon as possible, the Authority is able to evaluate them, determine if solutions exist that can prevent or mitigate them, and/or resolve them promptly with the least amount of impact to employees.

You filed your grievance on or about April 24, 2018, which is over two months past the deadline specified in the MOU. Had you filed this grievance within the timelines specified by the MOU, the Authority could have considered these issues prior to the commencement of the shift period and prior to the point where you had reached the accrual limit for vacation leave. If your grievance was determined to have merit, the Authority could have considered modifications to shift schedules and/or the authorization of additional vacation leave days prior to the start date of the shift period to address these issues without unduly disrupting the schedules of approximately 40 Communications Operators over the following six (6) months.

2. Consideration of Argument re: Cancellation of Vacation

In your grievance, you asserted that since you are unable to accrue additional vacation leave, this amounts to a cancellation of your vacation.

Cancellation of vacation is a specific action taken by the Authority to disrupt an employee's planned vacation leave because of specific organizational needs. In such rare cases, Section 9.11 of the MOU provides employees with the following relief:

If requirements of the service necessitate cancellation of scheduled vacation leave and it cannot be rescheduled and used before the end

of the calendar year, a maximum of eighty (80) hours in addition to the accrual maximum may be carried over for use not later than February 1 of the following calendar year.

In your case, you were approved for one (1) week of vacation leave during the shift period (June 12, 2018 through June 15, 2018). This vacation leave was not canceled by the Authority.

3. Amount of Years to Accumulate 336 Hours of Vacation Leave

The MOU specifies that employees with 10 or more years of service will accrue 192 hours of vacation leave per year. Employees with this amount of tenure can accumulate a maximum of 336 hours. Section 9.11 of the MOU states:

All accumulation maximums shown cannot be exceeded and accumulation stops until accrual is below maximum.

It takes almost two years (21 months) for an employee with over 10 years of service who does not utilize any vacation leave to accumulate 336 hours of vacation leave. If an employee with this amount of tenure took one (1) week of vacation every shift period, it would take three years to reach this cap. If this employee took one (1) week of vacation every shift period and took the opportunity to convert up to 72 hours of vacation leave each year for cash, it would take nearly 8.5 years to reach this cap.

Although you chose a shift that did not allow you to utilize more than one (1) week of vacation leave during this shift period, the circumstances which caused you to get to the point where you will stop accruing vacation leave did not happen overnight. Rather, they happened over a period of years.

While you did convert 72 hours of vacation leave to cash in November of 2017, the Authority's records show that you did not exercise this option that was available to you in prior years. Had you exercised this option when it was available in 2015 and/or 2016, your vacation leave balance would not be at the maximum limit as allowed under the MOU.

4. Consideration of Argument re: Differential Treatment

In your grievance, you asserted that Communications Supervisor Sandy Farley was provided the opportunity to change the type of leave she was planning to take from a leave type other than vacation to vacation leave in order for her to avoid reaching the maximum number of accumulated

vacation leave hours allowable for her bargaining unit. However, you contend that you were not afforded this same opportunity.

As a proposed remedy, you have suggested for the Authority to provide equal treatment for all employees regardless of their respective bargaining unit. Additionally, you contend that if exceptions are provided to one employee, then all employees should have the opportunity to request similar exceptions on a case-by-case basis.

Communications Supervisor Farley's terms and conditions of employment governed by the Authority's Memorandum of Understanding with the Communications Workers of America. Additionally, her current assignment is administrative in nature and subject to a traditional five day a week, eight hour per day schedule. She is not subject to the same practices and procedures for vacation leave as other members of her bargaining unit who work 12 hours shift as supervisors in the Communications Center.

The practices and procedures relating to the use of leave time for employees who work in the Communications Center are specific and necessary to manage this aspect of the Authority's operations. If Communications Supervisor Farley was provided the opportunity to change her leave time from a leave type other than vacation to vacation leave, this would not be problematic for scheduling issues because the nature of the work she performs for the Authority and the criteria for approving leave requests for administrative employees differs from that of employees assigned to work in the Communications Center.

In fact, the six (6) Teamsters members who work in the Technical Services Department have enjoyed this type of flexibility for years as it relates to leave approvals. Due to the nature of their work, they are not required to staff a specific position each and every day and are granted leave time upon request (assuming they possess appropriate leave balances and can be spared for the days off they are requesting).

5. Moratorium on Leave Time re: Transition of Culver City

During our meeting on May 30, 2018 and in the supplementary correspondence received on June 28, 2018, you and Mr. Rubio asserted that a factor which contributed to your accumulated vacation leave reaching the 336 hour limit was the moratorium on leave time that was imposed in 2017 during the transition of Culver City to the Authority.

I have researched this issue and found that the Authority did in fact prohibit time off from March 11, 2017 to May 11, 2017 due to the transition of Culver City. This prohibition applied to all Communications Operators, and during

this two month period no Communications Operators were granted vacation leave. This action was necessary to ensure the Authority could provide critical public safety services during this transition. While it undoubtedly contributed to your ability (or inability) to utilize vacation leave in 2017, this moratorium was applied across the board and impacted all affected employees equally.

6. Consideration of Argument re: Other Employees with Similar Issue

In the supplementary correspondence provided by Mr. Rubio on June 28, 2018, he suggested that you may not be the only employee who has concerns about the issue of not being able to utilize enough accrued vacation leave or convert enough of this leave time to cash and is therefore at or nearing the point where vacation accruals will stop because the maximum limit of 336 hours will have been reached.

I have researched this issue and found that, as of May 4, 2018, you are the only Communications Operator who was at or near the vacation leave cap of 336 hours. The Communications Operator with the highest balance after you had 244 hours.

DETERMINATION

Having reviewed and analyzed your grievance, and having conducted additional research related to the supplemental information you and Mr. Rubio have provided, I am denying your grievance on the following grounds:

1. Per Article 16 of the MOU, the deadline for you to file a formal grievance in writing was on or before February 16, 2018. You filed this grievance on or about April 24, 2018, which is over two months past the deadline specified in the Teamster's agreement with the Authority.
2. In regards to the 336 hour limit on vacation leave accruals as specified in Section 9.11 of the MOU: This limit was mutually agreed upon by the Teamsters and the Authority. As indicated on page 1 of the MOU, this agreement is binding on the Authority, and the agreement does not provide the Executive Director with any authority or right to change its terms and conditions. Additionally, the MOU also has a conversion of cash option that safeguards an employee's ability to receive a benefit for his/her vacation leave in the event that he/she is unable to receive approval for vacation leave.
3. In regards to the conversion rate for converting vacation leave to cash: This conversion rate is 85% as specified in Section 12.12 of the MOU and was mutually agreed upon by the Teamsters and the Authority. As indicated on

page 1 of the MOU, this agreement is binding on the Authority, and the agreement does not provide the Executive Director with any authority or right to change its terms and conditions.

4. In regards to the use of vacation leave and differential treatment to employees: The Authority may need to have vacation leave practices for Communications Operators that differ from those which relate to other classifications, assignments, and bargaining units. Due to the mandatory staffing needs of the Communications Center, it would be impractical for the Authority to apply the same vacation leave practices that relate to administrative positions or the Technical Services Department to Communications Operators.

EXECUTIVE DIRECTOR'S INSIGHT

While I have denied your grievance for the reasons outlined above, I am very sympathetic to the issues you have raised, especially as it relates to the limited ability of employees to utilize their vacation leave in a manner that meets their needs and ensures their optimum work-life balance.

You have suggested that the vacation leave selection practice for Communications Operators could be revised to provide more equity to all employees while still maintaining a seniority component, and Mr. Rubio has requested that the Authority find a solution that is fair and reasonable for everyone immediately. I have discussed this idea with my staff, and we feel that changes to this practice could be beneficial to the Authority's operations. However, changes to the vacation leave selection practice relate to wages, hours, and other "terms and conditions of employment" and are therefore mandatory subjects of collective bargaining. As such, the Authority is willing to discuss your idea with the Teamsters if this is a change the union would like to consider. My encouragement to you is for you to reach out to your authorized employee representatives if you'd like to pursue this idea and start this dialogue. I think your idea has merit and am certainly open to this discussion.

Additionally, many of the issues you have raised in your grievance relate to Communications Operator staffing levels. Upon my arrival at the Authority in early April 2018, I found that nearly 20% of our line level positions were vacant. Therefore, recruitment immediately became my top priority. Since then, we have filled half of these vacant positions and, as of today, only have five (5) vacancies remaining. Moreover, these remaining vacancies are anticipated to be filled by the end of the year. As the Authority fills these remaining positions and more new employees complete their training, you and your co-workers should find that you have more accessibility to leave time, less mandatory overtime obligations, and more control over your work-life balance needs.

Thank you for having the courage and willingness to bring these important issues cited in your grievance to my attention. While I have not been able to provide you with the relief you have requested, I do remain a strong advocate for providing our Communications Operators with the conditions and resources necessary for them to succeed in their role as the backbone of our agency. I appreciate your partnership and welcome any further insight or ideas you have that will enhance the Authority's ability to be an employer of choice in the public safety communications industry.

CC: Carlos Rubio, California Teamsters Local 911

ATTACHMENT #8

Agenda Item H1



CALIFORNIA TEAMSTERS LOCAL 911

PUBLIC, PROFESSIONAL & MEDICAL EMPLOYEES UNION, THE COUNTIES OF LOS ANGELES,
ORANGE, RIVERSIDE, SAN DIEGO, IMPERIAL, SAN LUIS OBISPO, SAN BERNARDINO, SANTA BARBARA AND VENTURA

9900 FLOWER STREET • BELLFLOWER • CALIFORNIA • 90706

(562) 595-4518 • Fax (562) 427-7298 • teamsters911.com

An Affiliate of the International Brotherhood of Teamsters

Raymond B. Whitmer
Secretary-Treasurer



VIA MAIL & EMAIL

August 14, 2018

Mr. Edward Medrano
Mr. Bruce Moe
Mr. Arnie Shadbeh
Executive Committee
South Bay Regional Public Communications Authority
4440 Broadway
Hawthorne, CA 90250

Re: Sirena Boskovich, Communications Operator – Grievance - Board
of Review Step 4

Dear Members of the Executive Committee:

Please accept this letter as a formal request to hear a grievance filed by
employee Sirena Boskovich, Communications Operator at Step 4.

Our appeal is based on the enclosed response to the grievance by Erick
Lee, Executive Director.

Mr. Lee approved an extension of the time limits for this purpose, no later
than August 15, 2018.

Please contact me upon receipt of this letter so we may discuss a mutually
agreeable date and time to hold the hearing.

If you have any questions, please feel free to contact me at (562) 595-
4518 extension 111 or email at crubio@teamsters911.com.

Sincerely,

Carlos Rubio
Senior Business Representative

Enclosure

c: Sirena Boskovich, Communications Operator

ATTACHMENT #9

Agenda Item H1

ARTICLE 16 - GRIEVANCE PROCEDURE

Section 16.1 - Introduction. The grievance procedure is established, in order to promote improved employer/employee relations by affording employees an informal method for further consideration of complaints which have not been resolved through discussions.

Section 16.2 - Definition. A grievance is any dispute concerning the interpretation or application of this written Memorandum of Understanding, or of Authority Rules & Regulations governing personnel practices or working conditions. An impasse in meeting and conferring upon the terms of a proposed Memorandum of Understanding is not a grievance.

Section 16.3 - The Right to Grieve.

Any employee other than a probationary employee (see Section 16.4) shall have the right to grieve a decision made by the Authority affecting his/her employment, and relating to those matters defined in Section 16.2. Employees shall have the right to grieve written reprimands up through Step 3 of the grievance procedure outlined below. Employees shall have the right to grieve job evaluations up through Step 2 of the grievance procedure outlined below. Oral reprimands are not subject to grievance. Appeals of suspensions, demotions, terminations, and other disciplinary actions shall be subject to the provisions of Article 17.

Section 16.4 - Probationary Employee. The appointing authority (Executive Director) may dismiss a probationary employee at any time, with or without cause, during the probationary period. Such a dismissal shall not be subject to grievance, review, or appeal.

Section 16.5 - Informal Grievance Procedure. An employee who wishes to grieve an incident should first discuss the matter with his/her immediate supervisor within five (5) calendar days of the incident. If not satisfied with the decision reached by this discussion, the employee shall then have the right to file a formal grievance in writing, within ten (10) calendar days after receiving the informal decision of the immediate supervisor.

Section 16.6 - Formal Grievance Procedure.

(a) **First Level of Review (Step 1)**

A grievance shall be presented, in writing, to the employee's immediate supervisor, who shall review it and render a decision to the employee within five (5) calendar days after receiving it. The supervisor's decision shall include the reasons for the decision. If the employee does not agree with the supervisor's decision, or if no answer has been received in five (5) calendar days, the employee may, within five (5) calendar days, present an appeal in writing to the next level of supervision.

If the employee is not satisfied with the decision rendered at this level of supervision, the decision may be appealed to the Administration Manager. This appeal must be made within five (5) calendar days after receipt of the previous written decision, or if no written decision was rendered.

(b) **Administration Manager's Review (Step 2)**

The Administration Manager shall promptly discuss the grievance with the employee, the employee's representative, if any, and any other persons having relevant information. The

Administration Manager shall render his/her decision, including the reasons for his/her decision, within ten (10) calendar days after receiving it.

If the employee is not satisfied with the decision rendered at this level of supervision, the decision may be appealed to the Executive Director. This appeal must be made within five (5) calendar days after receipt of the previous written decision, or if no written decision was rendered.

(c) Executive Director Review (Step 3)

The Executive Director shall promptly discuss the grievance with the employee, the employee's representative, if any, and any other persons having relevant information. The Executive Director shall render his/her decision, including the reason for his/her decision, within ten (10) calendar days after receiving it.

(d) Board of Review Step (Step 4)

To be eligible for handling at this step, the grievance must be submitted to the Executive Committee (Board of Review) within twenty (20) calendar days of the receipt of the final Step 3 position.

- (1) Formal grievances and appeals shall go directly to the Executive Committee after the Executive Director level.
- (2) The Executive Committee shall act as hearing officers and its decision shall be final.
- (3) The Executive Director of the Authority will not sit on the review panel as a hearing officer.
- (4) At this step, the hearing shall be convened within fifteen (15) calendar days by the Executive Committee.
- (5) A final decision shall be submitted to the Union within twenty (20) calendar days of the final Step 4 hearing.
- (6) The parties may agree to waive the time limits at any step.

ARTICLE 17 - DISCIPLINE PROCEDURE

Resolution 283 shall be modified as set forth below:

- (a) Appeals chart shall provide for appeal to the Executive Committee for all suspensions of Communications Operators.
- (b) Shall provide that "Oral and written reprimands are not subject to appeal pursuant to this rule; however, written reprimands are subject to the grievance procedure of Article 16 of the Teamsters MOU. "