

**A G E N D A**  
**REGULAR JOINT MEETING OF**  
**THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE**  
**TUESDAY, MAY 21, 2019, 2:00 PM**  
**SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY**  
**SECOND FLOOR CONFERENCE ROOM**  
**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. Speakers may provide public comments on any matter that is within the subject matter jurisdiction of the Executive Committee and the User Committee, including items on the agenda. While all comments are welcome, the Brown Act does not allow the Executive Committee and the User Committee to take action on any item not on the agenda. Comments will be limited to three (3) minutes per speaker.

C. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes of the Regular Meeting – April 16, 2019
  2. Check Register for April 2019
  3. Cash and Investments Report/March 31, 2019
  4. Budget Performance Report – Through March 31, 2019
  5. Agreement Between the South Bay Regional Public Communications Authority and Marc Cohen, M.D. for Medical Director Services.
  6. Agreement Between the South Bay Regional Public Communications Authority and Smart Janitorial Incorporated for Janitorial Services
  7. Agreement Between the South Bay Regional Public Communications Authority and Commline, Inc. for Public Safety Radio System Support Services
  8. Agreement Between the South Bay Regional Public Communications Authority and Commline, Inc. for Installation for Programming of Desk Console and Connectivity Equipment; and
- Approve a Corresponding Purchase Order in the Total Amount of \$24,426.88 for this Purchase

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

E. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

None.

F. **USER COMMITTEE GENERAL BUSINESS**

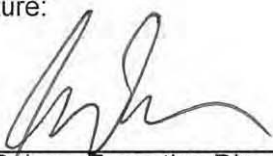
1. Minutes of the Special Meeting – April 23, 2019
  2. Plan for Mark43 CAD/RMS System Maintenance Billing
- G. **EXECUTIVE DIRECTOR'S REPORT**
- H. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**
- I. **ADJOURNMENT**

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Posting Place: 4440 W. Broadway, Hawthorne, CA 90250 and  
www.rcc911.org

Posting Date/Time: May 16, 2019/4:00 PM

Signature:



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Erick B. Lee, Executive Director

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

**APRIL 16, 2019**

**A. CALL TO ORDER**

The Executive Committee and the User Committee convened in a regular joint session at 2:02PM on Tuesday, April 16, 2019, on the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

**ROLL CALL:**

Present: City Manager Bruce Moe, City of Manhattan Beach  
Administrative Services Director John Ramirez, City of Hawthorne  
Administrative Services Director Clint Osorio, City of Gardena

Absent: City Manager Ed Medrano, City of Gardena  
Interim City Manager Arnie Shadbehr, City of Hawthorne

Also Present: Executive Director Erick B. Lee  
Operations Manager Shannon Kauffman  
Fire Chief Chris Donovan, City of El Segundo  
Lt. Uikilifi Niko, City of Gardena (arrived 2:06PM)  
City Manager Suja Lowenthal, City of Hermosa Beach (arrived 2:15PM)  
Acting Chief Milton McKinnon, Hermosa Beach Police (arrived 2:15PM)  
Captain Julian Catano, City of Hawthorne (arrived 2:19PM)  
Laura Kalty, Liebert Cassidy Whitmore

**B. PUBLIC DISCUSSION**

None.

**C. NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK AND AUTHORITY  
RECOGNITIONS**

Executive Director Lee provided an overview of National Public Safety Telecommunicators Week and recognized five distinguished employees for their outstanding performance over the past 12 months: Carolyn Chaffin, Jeff Cook, Adrienne Michaelson, and Melissa Pimentel (absent: Megan Wiles).

**D. CONSENT CALENDAR**

Administrative Services Director Osorio moved to approve the Consent Calendar, Item Numbers 1-6. The motion was seconded by Administrative Services Director Ramirez and passed by a unanimous voice vote.

1. Minutes of the Regular Meeting – March 19, 2019
2. Check Register for March 2019
3. Approve a Fiscal Year 2018/19 Blanket Purchase Order in the Amount of \$200,000 to the City of Hawthorne for Computer Aided Dispatch Software Maintenance Services; and  
Approve Operating Budget Transfer in the Amount of \$165,000 from the Salaries & Benefits Category to the Supplies & Services Category of the Adopted Fiscal Year 2018-2019 Budget to Assist with Funding these Services
4. Updated Publicly Available Pay Schedule

5. Approve a Fiscal Year 2018/19 Blanket Purchase Order in the Amount of \$100,000 to Liebert Cassidy Whitmore, a Professional Corporation, for Legal Services
6. Authorize the Executive Director to Execute a Service Agreement with Crown Castle Fiber for Dedicated Redundant Internet Access

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

None.

F. **GENERAL BUSINESS**

1. Memorandum of Understanding between the City of Redondo Beach and South Bay Regional Public Communications Authority to Develop and Implement a First Responder Console Communications Network

Executive Director Lee reviewed the Memorandum of Understanding with the City of Redondo Beach.

**MOTION:** Administrative Services Director Osorio moved to approve the Memorandum. The motion was seconded by Administrative Services Director Ramirez and passed by a unanimous voice vote.

G. **EXECUTIVE DIRECTOR'S REPORT**

Executive Director Lee reported on the updated status on the Communications Operators' recruitment, the status on the INSB Network project, UASI Grant administration, and reimbursement.

H. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

No comments. The Executive Committee entered into closed session at 2:21PM.

I. **CLOSED SESSION AGENDA**

At 2:21PM, the Executive Committee entered into closed session to discuss the following items:

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: Management & Confidential

The meeting returned to open session at 2:45PM with no action taken in closed session.

J. **ADJOURNMENT**

The meeting was adjourned at 2:46PM.

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**Check Register FY 2018-19**

**April 2019**

<u>Accounts Payable Check Issued Date</u>	<u>Total Check Amount</u>	<u>Notes</u>
April 4, 2019	\$2,104,737.62	
April 18, 2019	\$126,126.17	
April 26, 2019	\$161,297.08	
Accounts Payable Total	\$2,392,160.87	
<u>Payroll Checks Issued Date</u>		
April 12, 2019	\$174,195.81	
April 26, 2019	\$183,348.32	
Payroll Total	\$357,544.13	

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04/04/2019 10:44:45AM

**Final Check List**  
**South Bay Regional PCA**

Page: 1

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54151	4/4/2019	00482	A-A BACKFLOW TESTING & MAIN68136	4/1/2019	BACKFLOW TESTING	128.00	128.00
54152	4/4/2019	00014	CDW GOVERNMENT, INC. RMF7392	3/15/2019	SIERRA LTE/701204294	2,946.98	
			RKQ8830	3/8/2019	SIERRA LTE/701204294	267.91	3,214.89
54153	4/4/2019	00017	CHEM PRO LABORATORY, INC. 647186	3/23/2019	QUARTERLY WATER TREATMEN	86.50	86.50
54154	4/4/2019	00015	CHEVRON AND TEXACO 55655987	3/22/2019	FLEET/02/22/19-03/21/19	78.26	78.26
54155	4/4/2019	00813	CHOI, CLARA 20190404	4/4/2019	2019 DISPATCHER APPRECIATI	300.00	300.00
54156	4/4/2019	00225	COMMLINE INC 0137772-IN	2/26/2019	TDFM-9300W/TYPE A DIGITAL MC	79,588.39	
			0123727-IN	11/19/2018	MONTHLY SERV/DEC 2018	12,500.00	
			01363712-IN	1/31/2019	MONTHLY SERV/FEB 2019	12,500.00	
			0118799-IN	9/26/2018	GETAC F110 G/701204185	2,821.39	
			01260413-IN	4/4/2019	RADIO REPAIRS	800.00	
			0135862-IN	2/7/2019	MOBILE MIC	631.98	
			0137868-IN	2/18/2019	UHF R2 GPS	330.00	109,171.76
54157	4/4/2019	00786	EMPLOYERS ASSURANCE CO 20190411	4/3/2019	WORKERS COMP PREM/APR 20	9,943.30	9,943.30
54158	4/4/2019	00258	FIRE COM INV308805	3/14/2019	DIGITAL INTERCOM RADIO	1,164.04	
			INV307641	1/30/2019	WIRED HEADSET/X9RR0E217BF	926.10	2,090.14
54159	4/4/2019	00018	FUKUI, KAZ 022819	2/28/2019	GARDENING SERV/FEB 2019	190.00	190.00
54160	4/4/2019	00181	GARDENA, CITY OF 19-0325	3/25/2019	REPAYMENT RE;UASI 16 GRANT	856,522.05	856,522.05
54161	4/4/2019	00148	HAWTHORNE, CITY OF 19-0325	4/4/2019	REPAYMENT RE;UASI 16 GRANT	190,338.29	190,338.29
54162	4/4/2019	00760	LAWLES ENTERPRISES, INC. 11246	2/1/2019	BACKGROUND CHECKS	2,000.00	2,000.00
54163	4/4/2019	00087	LIEBERT CASSIDY & WHITMORE 1465831	8/31/2019	LEGALS SERV/08/31/2018	4,320.90	
			1465830	8/31/2018	LEGALS SERV/08/31/2018	222.00	4,542.90
54164	4/4/2019	00802	M JACK BROOKS, JD 150219 SBR	4/3/2019	FINANCIAL SERVICES MARCH 20	28,925.00	28,925.00
54165	4/4/2019	00092	MANHATTAN BEACH, CITY OF 19-0325	3/25/2019	REPAYMENT RE;UASI 16 GRANT	856,522.05	856,522.05
54166	4/4/2019	00671	MARC R. COHEN, MD 006	3/31/2019	MEDICAL DIR SERV/DEC2019~	13,749.99	
			009	3/31/2019	MEDICAL DIR SERV/MARCH 2019	4,619.33	18,369.32
54167	4/4/2019	00577	NEW LOOK AUTO DETAIL 2029	3/12/2019	CAR WASH SERV/SHOP TRUCK	75.00	75.00
54168	4/4/2019	00411	PITNEY BOWES 80009090884690	4/1/2019	POSTAGE METER/FEB & MAR 20	238.98	238.98
54169	4/4/2019	00469	POWERSTRIDE BATTERY CO. E3658274	2/1/2019	PS1212/701204273	220.50	220.50
54170	4/4/2019	00580	PUN GROUP, LLP, THE 111954	12/31/2018	FINANCIAL STMT/FY 2017-2018 A	10,000.00	10,000.00
54171	4/4/2019	00145	SETINA MFG CO INC 172546	2/19/2019	ALUMINUM BUMPER	3,031.56	
			178156	2/19/2019	ALUMINUM BUMPER	1,165.52	4,197.08

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Final Check List  
South Bay Regional PCA

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04/04/2019 10:44:45AM

(Continued)

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
54172	4/4/2019	00069	SOUTHERN CALIFORNIA EDISON3-003-4358-37	3/21/2019	ELE SERV PUNTA/02/19/19-03/20	485.82	
			3-020-1732-98	3/13/2019	ELE SERV HQ/02/09/19-03/19/19	331.98	
			3-035-4150-32	3/13/2019	ELE SERV MBWT/02/03/19-03/01/	41.98	859.78
54173	4/4/2019	00803	SPARKLETTTS	3/22/2019	FILTRATION SYSTEM RENTAL/M,	53.00	53.00
54174	4/4/2019	00460	SPECTRUM BUSINESS	4/1/2019	BUSINESS INTERNET/DEC 2018	1,925.00	
			1133787122418	3/24/2019	BUSINESS INTERNET/MAR 2019	1,905.00	3,830.00
54175	4/4/2019	00036	TALLEY INCORPORATED	3/20/2019	PARTS/701204289	452.27	452.27
54176	4/4/2019	00711	TROY SHEET METAL WORKS, INC(18514	3/8/2019	APX6500 07 REMOTE	40.60	40.60
54177	4/4/2019	00150	WATTCO	3/20/2019	ANTENNAS/701204291	427.70	427.70
54178	4/4/2019	00481	WAYTEK, INC.	2/6/2019	PARTS/CABLE TIE	351.23	
			2778457	2/27/2019	PARTS/PVC WIRE HARNESS	81.49	432.72
54179	4/4/2019	00063	WHELEN ENGINEERING CO., INC491150	2/7/2019	LED LIGHTS/701204239	1,212.53	1,212.53
54180	4/4/2019	00299	WYENN & ASSOCIATES	4/2/2019	POLYGRAPH EXAM	275.00	275.00
Sub total for UNION BANK:						2,104,737.62	

30 checks in this report.

Grand Total All Checks: 2,104,737.62

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04/18/2019 11:09:53AM

Trial Check List  
South Bay Regional PCA

Page: 1

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	4/18/2019	00008	7127769	3/1/2019	INTEGRITY 44/701204276	1,708.57	
			7147166	3/25/2019	MICROPULSE ULTRA/701204298	506.00	
			7096414	1/22/2019	KIT,WEDGE,MPSM12U/701204251	215.80	2,430.37
	4/18/2019	00018	033119	3/31/2019	GARDENIONG SERVICE/MAR 20	190.00	190.00
	4/18/2019	00019	4019533783	4/5/2019	FLOOR MAT CLEANING	93.88	93.88
	4/18/2019	00034	041519	4/15/2019	RETIREE MED PREM/MAY 2019	609.50	609.50
	4/18/2019	00060	041519	4/15/2019	RETIREE MED PREM/MAY 2019	819.50	819.50
	4/18/2019	00070	0591948982	4/5/2019	GAS SERVICE/03/05/19-04/03/19	1,036.45	1,036.45
	4/18/2019	00078	041519	4/15/2019	RETIREE MED PREM/MAY 2019	675.22	675.22
	4/18/2019	00079	041519	4/15/2019	RETIREE MED PREM/MAY 2019	488.13	488.13
	4/18/2019	00097	TUITION REIMBU	4/15/2019	REIMBURSEMENT/ PRINCIPLES	607.50	
			TUITION REIMBU	4/15/2019	REIMBURSEMENT/ WESTERN CI	607.50	1,215.00
	4/18/2019	00116	041519	4/15/2019	RETIREE MED PREM/MAY 2019	486.57	486.57
	4/18/2019	00126	041519	4/15/2019	RETIREE MED PREM/MAY 2019	611.75	611.75
	4/18/2019	00217	BEN27154	4/12/2019	UNION DUES TEAMSTERS: PAYM	2,176.50	2,176.50
	4/18/2019	00218	BEN27158	4/12/2019	UNION DUES CWA: PAYMENT	249.52	249.52
	4/18/2019	00221	BEN27156	4/12/2019	DEFERRED COMPENSATION - 3(	13,621.37	13,621.37
	4/18/2019	00273	041519	4/15/2019	RETIREE MED PREM/MAY 2019	441.50	441.50
	4/18/2019	00302	155018370-090	3/29/2019	DAC CHARGES 02/26/19-03/25/19	4,556.90	
			107177860-095	3/27/2019	WIRELESS MODEMS 02/24/19-03	85.98	4,642.88
	4/18/2019	00542	INV196773	2/1/2019	WHOLE UNIT DIAGNOSTICS	433.23	
			INV196778	2/1/2019	WHOLE UNIT DIAGNOSTICS	433.23	
			INV197228	2/19/2019	WHOLE UNIT DIAGNOSTICS	433.23	
	4/18/2019	00791	128931	11/30/2018	STAFFING SERVICE 11/13/18-11/12	1,299.69	1,299.69
	4/18/2019	00804	PETTY CASH	4/15/2019	PETTY CASH 10/01/18-03/26/19	4,647.50	4,647.50
	4/18/2019	00814	REIMBURSEMENT	4/17/2019	REIMBURSEMENT REFRESHMEI	384.04	384.04
1397	4/12/2019	00219	BEN27160	4/12/2019	FEDERAL WITHHOLDING TAX: P	176.62	176.62
1398	4/12/2019	00223	BEN27162	4/12/2019	STATE DISABILITY INSURANCE:	40,683.11	40,683.11
1399	4/12/2019	00058	BEN27164	4/12/2019	PERS RETIREMENT: PAYMENT	16,261.38	16,261.38
1400	4/12/2019	00222	BEN27166	4/12/2019	SUPPORT: PAYMENT	32,701.07	32,701.07
						184.62	184.62
Sub total for UNION BANK:						126,126.17	

24 checks in this report.

Grand Total All Checks:

126,126.17

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04/25/2019 12:22:29PM

**Final Check List**  
**South Bay Regional PCA**

Page: 1

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1401	4/26/2019	00219	INTERNAL REVENUE SERVICE	Ben27207	4/26/2019	FEDERAL WITHHOLDING TAX: PAY	42,486.54
1402	4/26/2019	00058	CALPERS	Ben27209	4/26/2019	PERS RETIREMENT: PAYMENT	32,329.95
1403	4/26/2019	00223	EMPLOYMENT DEVEL DEPT	Ben27211	4/26/2019	STATE DISABILITY INSURANCE:	16,803.01
1404	4/26/2019	00222	STATE DISBURSEMENT UNIT	Ben27213	4/26/2019	SUPPORT: PAYMENT	184.62
54202	4/26/2019	00002	AFLAC	Ben27195	4/26/2019	AFLAC INSURANCE: PAYMENT	3,802.20
54203	4/26/2019	00217	CALIFORNIA TEAMSTERS UNION	Ben27199	4/26/2019	UNION DUES TEAMSTERS: PAYM	2,176.50
54204	4/26/2019	00058	CALPERS	Ben27203	4/26/2019	ANTHEM TRADITIONAL HMO: PA	22,874.69
				Ben27193	4/26/2019	ANTHEM TRADITIONAL HMO: PA	21,759.03
54205	4/26/2019	00218	CWA LOCAL 9400	Ben27205	4/26/2019	UNION DUES CWA: PAYMENT	249.52
54206	4/26/2019	00696	GUARDIAN	Ben27197	4/26/2019	DENTAL HMO PLAN: PAYMENT	5,364.93
54207	4/26/2019	00221	ICMA RETIREMENT TRUST	Ben27201	4/26/2019	DEFERRED COMPENSATION - 3(	13,266.09
Sub total for UNION BANK:							161,297.08

10 checks in this report.

Grand Total All Checks:

161,297.08

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# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** May 21, 2019

**ITEM NUMBER:** C-3

**TO:** Executive Committee

**COPY TO:** Tim Lilligren, Treasurer

**FROM:** Vanessa Alfaro, Finance & Performance Audit Manager

**SUBJECT:** CASH & INVESTMENTS REPORT/MARCH 31, 2019

**ATTACHMENTS:**

1. Cash & Investments Report for March 31, 2019
2. LAIF Quarter End Statement for March 31, 2019
3. LAIF Quarterly Apportionment Rates for March 31, 2019
4. LAIF PMIA Performance Report as of March 31, 2019
5. LAIF Quarterly Interest Earned as of January 15, 2019

### **RECOMMENDATION**

Staff recommends that the Executive Committee receive and file the Cash & Investments Report for March 31, 2019.

### **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 March 31, 2019. Attached is the Cash & Investments Report for the period.

All idle cash of the Authority is invested 100% with the State's Local Agency Investment Fund (LAIF). This complies with the Statement of Investment Policy. LAIF's monthly performance continues on a stable path with moderate increases on a regular basis.

**FISCAL IMPACT**

None.

# C3

## Attachment 1



## Cash and Investments Report

### As of March 31, 2019

Funding Source	Bank Balance	Deposits in Transit	Outstanding Checks	Book Balance
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#### Active Accounts

MUFG Union Bank (General/Payroll)	\$ 2,176,975.12		\$ (175,317.67)	\$ 2,001,657.45
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#### Investments

LAIF	\$ 4,177,880.63	\$ -	\$ -	\$ 4,177,880.63
Total Investments	\$ 4,177,880.63	\$ -	\$ -	\$ 4,177,880.63

#### Other Cash on Hand

Petty Cash	\$ -	\$ -	\$ -	\$ 500.00
Vending Machine Petty Cash	\$ -	\$ -	\$ -	\$ -
				\$ 500.00

#### **Total Cash & Investments**

**\$ 6,180,538.08**

#### Breakdown of cash by fund:

Fund 10 (Enterprise Fund)	\$ 113,715.63
Fund 20 (SHSGP Grant Fund)	1,887,941.82
Total	\$ 2,001,657.45

# C3

## Attachment 2

21 o2123

Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

[www.treasurer.ca.gov/pmia-laif/laif.asp](http://www.treasurer.ca.gov/pmia-laif/laif.asp)  
April 02, 2019

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS  
AUTHORITY  
TREASURER  
4440 WEST BROADWAY  
HAWTHORNE, CA 90250

PMIA Average Monthly Yields

**Account Number:**  
15-19-001

Tran Type Definitions

March 2019 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Authorized Caller	Amount
3/19/2019	3/19/2019	RW	1600335	ERICK LEE	-2,000,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	6,177,880.63
Total Withdrawal:	-2,000,000.00	Ending Balance:	4,177,880.63

# C3

## Attachment 3



California State Treasurer  
**Fiona Ma, CPA**



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[Time Deposits](#)

[Home](#) -> [LAIF](#) -> Quarterly Apportionment Rates



LOCAL AGENCY INVESTMENT FUND

## Quarterly Apportionment Rates

	March	June	September	December
1977	5.68	5.78	5.84	6.45
1978	6.97	7.35	7.86	8.32
1979	8.81	9.10	9.26	10.06
1980	11.11	11.54	10.01	10.47
1981	11.23	11.68	12.40	11.91
1982	11.82	11.99	11.74	10.71
1983	9.87	9.64	10.04	10.18
1984	10.32	10.88	11.53	11.41
1985	10.32	9.98	9.54	9.43
1986	9.09	8.39	7.81	7.48
1987	7.24	7.21	7.54	7.97
1988	8.01	7.87	8.20	8.45
1989	8.76	9.13	8.87	8.68
1990	8.52	8.50	8.39	8.27
1991	7.97	7.38	7.00	6.52
1992	5.87	5.45	4.97	4.67
1993	4.64	4.51	4.44	4.36
1994	4.25	4.45	4.96	5.37
1995	5.76	5.98	5.89	5.76
1996	5.62	5.52	5.57	5.58
1997	5.56	5.63	5.68	5.71
1998	5.70	5.66	5.64	5.46
1999	5.19	5.08	5.21	5.49
2000	5.80	6.18	6.47	6.52
2001	6.16	5.32	4.47	3.52
2002	2.96	2.75	2.63	2.31
2003	1.98	1.77	1.63	1.56
2004	1.47	1.44	1.67	2.00
2005	2.38	2.85	3.18	3.63
2006	4.03	4.53	4.93	5.11
2007	5.17	5.23	5.24	4.96
2008	4.18	3.11	2.77	2.54
2009	1.91	1.51	0.90	0.60
2010	0.56	0.56	0.51	0.46
2011	0.51	0.48	0.38	0.38
2012	0.38	0.36	0.35	0.32
2013	0.28	0.24	0.26	0.26
2014	0.23	0.22	0.24	0.25
2015	0.26	0.28	0.32	0.37
2016	0.46	0.55	0.60	0.68
2017	0.78	0.92	1.07	1.20

LAIF Quarterly Apportionment Rates

	March	June	September	December
2018	1.51	1.90	2.16	2.40
2019	2.55			



# C3

## Attachment 4



## CALIFORNIA STATE TREASURER FIONA MA, CPA



### PMIA Performance Report

Date	Daily Yield*	Quarter to Date Yield	Average Maturity (in days)
04/03/19	2.44	2.44	182
04/04/19	2.44	2.44	179
04/05/19	2.44	2.44	179
04/06/19	2.44	2.44	179
04/07/19	2.44	2.44	179
04/08/19	2.44	2.44	181
04/09/19	2.45	2.43	182
04/10/19	2.45	2.43	181
04/11/19	2.45	2.43	181
04/12/19	2.45	2.43	182
04/13/19	2.45	2.44	182
04/14/19	2.45	2.44	182
04/15/19	2.45	2.44	182
04/16/19	2.45	2.44	182
04/17/19	2.45	2.44	181
04/18/19	2.45	2.44	184
04/19/19	2.45	2.44	183
04/20/19	2.45	2.44	183
04/21/19	2.45	2.44	183
04/22/19	2.45	2.44	182
04/23/19	2.45	2.44	181
04/24/19	2.45	2.44	180
04/25/19	2.45	2.44	180
04/26/19	2.45	2.44	183
04/27/19	2.45	2.44	183
04/28/19	2.45	2.44	183
04/29/19	2.45	2.44	180
04/30/19	2.45	2.45	179
05/01/19	2.45	2.45	181
05/02/19	2.45	2.45	183
05/03/19	2.45	2.45	184

\*Daily yield does not reflect capital gains or losses

[View Prior Month Daily Rates](#)

### LAIF Performance Report

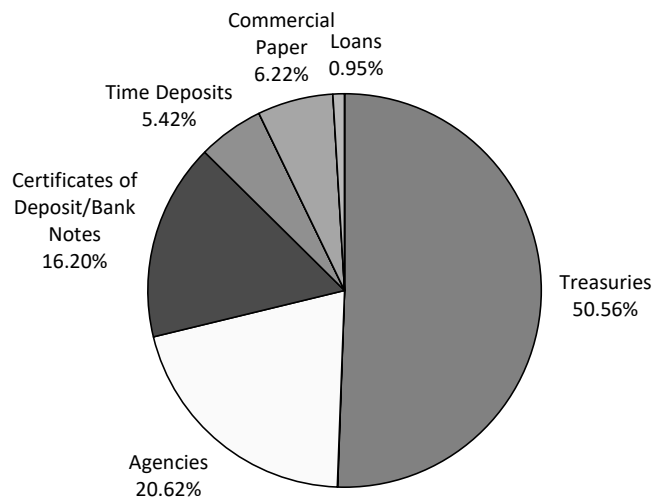
#### Quarter Ending 03/31/19

Apportionment Rate: 2.55  
 Earnings Ratio: 0.00006976322349099  
 Fair Value Factor: 1.000146954  
 Daily: 2.44%  
 Quarter to Date: 2.39%  
 Average Life: 179

#### PMIA Average Monthly Effective Yields

Apr 2019 2.445  
 Mar 2019 2.436  
 Feb 2019 2.392

### Pooled Money Investment Account Portfolio Composition 03/31/19 \$86.9 billion



Percentages may not total 100% due to rounding

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1)

Based on data available as of 05/03/2019

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## Attachment 5



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 01/15/2019, your Local Agency Investment Fund account has been directly credited with the interest earned on your deposits for the quarter ending 12/31/2018.

Earnings Ratio		.00006573663340150
Interest Rate		2.40%
Dollar Day Total	\$	389,606,537.80
Quarter End Principal Balance	\$	2,652,269.21
Quarterly Interest Earned	\$	25,611.42

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# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** May 21, 2019

**ITEM NUMBER:** C-4

**TO:** Executive Committee

**FROM:** Erick B. Lee, Executive Director

**SUBJECT:** BUDGET PERFORMANCE REPORT - THROUGH MARCH 31, 2019

**ATTACHMENTS:**

1. Revenue Status Report
2. Expenditure Status Report

### **RECOMMENDATION**

Staff recommends that the Executive Committee receive and file the Fiscal Year 2018/2019 Budget Performance Report for the period July 1, 2018 through March 31, 2019.

### **DISCUSSION**

Staff has analyzed the Authority's financial activities through March 31, 2019. The Authority has accrued 100% of its assessment revenues from its member cities and 100% 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 receipt of nearly \$4.8M in reimbursements in the "Other Miscellaneous Revenue" account which is associated with the Communication Equipment Purchase and Reimbursement agreements with the three (3) member cities and two (2) South Bay contract cities that were not included in the adopted Fiscal Year 2018/2019 budget. These funds were appropriated in November 2018 and fully expended the following month in order to exercise the purchase option under the Equipment Lease-Purchase Agreement with Motorola Solutions, Inc. ("Motorola").

As it relates to expenditures (Attachment #2), a total of \$14,713,785 has been expended from the Enterprise Fund, which represents 78.6% of the budget. However, over \$6.5M of this amount was attributed to exercising the aforementioned purchase option under the Equipment Lease-Purchase Agreement with Motorola. When the appropriations and expenditures associated with this purchase are excluded, Enterprise Fund expenditures totaled \$8,169,099 (67.0% of the budget), which represents an 8.0% underrun in terms of expenditures incurred through the first three-quarters of the fiscal year. Period expenses for salary and benefits accounted for 71.5% of their budgeted amounts, across all departments.

Grant Fund expenditures related to the INSB Radio Network Project totaled \$1,602,473 and represent a complete exhaustion of these grant funds and a close out of this project. The Authority is currently awaiting the reimbursement of these funds from the City of Los Angeles.

Below is a summary of expenses by category and department for all funds:

Department	Adjusted Appropriation	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Percent Used
<b>SALARY &amp; BENEFITS</b>					
Administration	\$1,000,309	\$697,029	-	\$303,279	69.7%
Operations	7,222,292	5,327,143	-	1,895,149	73.8%
Technical Services	925,450	516,124	-	409,326	55.8%
<b>Salary &amp; Benefits Total</b>	<b>\$9,148,051</b>	<b>\$6,540,297</b>		<b>\$2,607,754</b>	<b>71.5%</b>
<b>SUPPLIES, SERVICES &amp; EQUIPMENT</b>					
Administration	\$1,286,183	\$765,416	\$139,701	\$381,066	70.4%
Operations	229,740	141,105	5,000	83,635	63.6%
Technical Services	7,998,964	7,263,422	-	735,542	90.8%
<b>Total</b>	<b>\$9,514,887</b>	<b>\$8,169,943</b>	<b>\$144,701</b>	<b>\$1,200,244</b>	<b>87.4%</b>
(Adj. re: Motorola Purchase)	(6,544,687)	(6,544,687)	-	-	100.00%
<b>Adjusted Total</b>	<b>\$2,970,201</b>	<b>\$1,625,256</b>	<b>\$144,701</b>	<b>\$1,200,244</b>	<b>59.6%</b>
<b>CAPITAL IMPROV. PROJECTS</b>					
	<b>\$66,972</b>	<b>\$3,545</b>	<b>-</b>	<b>\$63,426</b>	<b>5.3%</b>
<b>ENTERPRISE FUND TOTAL</b>					
	<b>\$18,729,910</b>	<b>\$14,713,785</b>	<b>\$144,701</b>	<b>\$3,871,423</b>	<b>79.3%</b>
ENTERPRISE FUND ADJ. TOTAL	\$12,185,223	\$8,169,099	\$144,701	\$3,871,423	68.2%
<b>GRANT FUND</b>					
	<b>\$1,602,473</b>	<b>\$1,602,473</b>	<b>-</b>	<b>-</b>	<b>100.0%</b>
<b>GRAND TOTAL ALL FUNDS</b>					
	<b>\$20,332,383</b>	<b>\$16,316,259</b>	<b>\$144,701</b>	<b>\$3,871,423</b>	<b>81.0%</b>

### **FISCAL IMPACT**

None.

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Attachment 1



## Revenue Status Report

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South Bay Regional PCA

7/1/2018 through 3/31/2019

Periods: 0 through 9

## 10 SBRPCA Enterprise Fund

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prc't Rcv'd
10-50 Administration					
10-50-111 Administration					
10-50-111-4110 Gardena	2,391,301.00	2,391,301.00	2,391,301.00	0.00	100.00
10-50-111-4120 Hawthorne	3,359,598.00	3,359,598.00	3,359,598.00	0.00	100.00
10-50-111-4130 Manhattan Beach	1,703,280.00	1,703,280.00	1,703,280.00	0.00	100.00
10-50-111-4140 Hermosa Beach	828,438.89	828,438.89	828,438.89	0.11	100.00
10-50-111-4145 El Segundo	1,330,766.50	1,330,766.50	1,330,766.50	-0.50	100.00
10-50-111-4146 Culver City Assessment	2,507,365.00	2,507,364.96	2,507,364.96	0.04	100.00
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	54,342.10	54,342.10	2,830.90	95.05
10-50-111-4220 POST Reimbursements	600.00	120.00	120.00	480.00	20.00
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	4,853,922.39	4,853,922.39	-4,851,422.39	194156.90
Total Administration	12,235,812.00	17,020,501.37	17,020,501.37	-4,784,689.37	139.10
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	69,887.43	69,887.43	7,401.57	90.42
10-60-211-4440 Reimbursements/Verizon Wireless	15,229.00	23,748.20	23,748.20	-8,519.20	155.94

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## Revenue Status Report

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Periods: 0 through 9

South Bay Regional PCA

7/1/2018 through 3/31/2019

## 10 SBRPCA Enterprise Fund

<i>Account Number</i>	<i>Adjusted Estimate</i>	<i>Revenues</i>	<i>Year-to-date Revenues</i>	<i>Balance</i>	<i>Prc't Rcv'd</i>
10-60-211-4460 Pink Patch Project	0.00	356.33	356.33	-356.33	0.00
<b>Total Operations</b>	94,518.00	94,421.95	94,421.95	96.05	99.90
10-70 Technical Services					
10-70-311 Technical Services					
10-70-311-4310 Labor-Installation-Member	0.00	561.24	561.24	-561.24	0.00
10-70-311-4360 Reimbursements for Billable Parts	642,397.00	394,245.99	394,245.99	248,151.01	61.37
10-70-311-4370 Reimbursements for GST Software	50,000.00	45,591.62	45,591.62	4,408.38	91.18
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
<b>Total Technical Services</b>	823,397.00	440,398.85	440,398.85	382,998.15	53.49
<b>Total SBRPCA Enterprise Fund</b>	13,153,727.00	17,555,322.17	17,555,322.17	-4,401,595.17	133.46

Revenue Status Report  
South Bay Regional PCA  
7/1/2018 through 3/31/2019

20 Grant Fund							
Account Number		Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd	
20-80	Capital Infrastructure Projects						
20-80-433	Consulting/Vector Resources						
20-80-433-4270	Grant Reimb/P25 Comm Repeater Migration	0.00	3,397,526.79	3,397,526.79	-3,397,526.79	0.00	
Total Grant Fund		0.00	3,397,526.79	3,397,526.79	-3,397,526.79	0.00	
Grand Total		13,153,727.00	20,952,848.96	20,952,848.96	-7,799,121.96	159.29	

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## Attachment 2

## Expenditure Status Report

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Periods: 0 through 9

South Bay Regional PCA

7/1/2018 through 3/31/2019

## 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>Prc't Used</i>
50 Administration						
50-100 Administration						
50-100-5000 Expenditures						
50-111-5101 Salaries (Full-Time)	649,724.00	477,677.27	477,677.27	0.00	172,046.73	73.52
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	2,950.00	2,950.00	0.00	50.00	98.33
50-111-5108 Sick Leave Payoff	29,269.00	10,840.69	10,840.69	0.00	18,428.31	37.04
50-111-5109 Vacation Leave Payoff	35,680.00	15,787.05	15,787.05	0.00	19,892.95	44.25
50-111-5114 Holiday Payoff	0.00	2,422.50	2,422.50	0.00	-2,422.50	0.00
50-111-5201 Medical Insurance	80,873.00	54,128.91	54,128.91	0.00	26,744.09	66.93
50-111-5202 Dental Insurance	5,764.00	3,318.80	3,318.80	0.00	2,445.20	57.58
50-111-5203 Vision Insurance	1,726.00	1,052.05	1,052.05	0.00	673.95	60.95
50-111-5204 Life Insurance	814.00	436.15	436.15	0.00	377.85	53.58
50-111-5205 Medicare	14,150.00	7,636.56	7,636.56	0.00	6,513.44	53.97
50-111-5207 Workers' Compensation	11,482.00	3,476.76	3,476.76	0.00	8,005.24	30.28
50-111-5208 PERS Contributions	143,528.00	74,822.82	74,822.82	0.00	68,705.18	52.13
50-111-5209 Retirees' Medical Insurance	13,499.00	6,018.09	6,018.09	0.00	7,480.91	44.58
50-111-5212 Deferred Comp Matching Benefit	10,800.00	36,272.67	36,272.67	0.00	-25,472.67	335.86
50-111-5301 Communications Contract Services	31,000.00	15,500.60	15,500.60	0.00	15,499.40	50.00
50-111-5302 Computer Contract Services/CAD-Tiburon	90,000.00	50,360.00	50,360.00	0.00	39,640.00	55.96
50-111-5304 Accounting/Auditing Services	18,000.00	15,800.00	15,800.00	0.00	2,200.00	87.78
50-111-5305 Legal Services	45,000.00	13,962.75	13,962.75	0.00	31,037.25	31.03
50-111-5306 Recruitment Costs	86,173.00	60,745.18	60,745.18	63,250.00	-37,822.18	143.89
50-111-5307 Software Maintenance Services	148,074.00	90,813.97	90,813.97	15,000.00	42,260.03	71.46
50-111-5308 Banking Services (Fees)	6,000.00	2,665.44	2,665.44	0.00	3,334.56	44.42
50-111-5309 Online/Website Maintenance Services	15,000.00	1,685.00	1,685.00	0.00	13,315.00	11.23
50-111-5312 Medical Director Services/Paramedics	54,000.00	27,499.98	27,499.98	0.00	26,500.02	50.93
50-111-5313 Temporary Staffing Services	280,000.00	166,224.57	166,224.57	50,000.00	63,775.43	77.22
50-111-5401 Memberships & Dues	870.00	986.13	986.13	0.00	-116.13	113.35
50-111-5402 Publications	350.00	1,993.07	1,993.07	0.00	-1,643.07	569.45

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## Expenditure Status Report

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Periods: 0 through 9

South Bay Regional PCA

7/1/2018 through 3/31/2019

10 SBRPCA Enterprise Fund						
Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
50-111-5403	5,606.00	2,651.56	2,651.56	0.00	2,954.44	47.30
50-111-5404	2,000.00	2,442.18	2,442.18	0.00	-442.18	122.11
50-111-5407	4,000.00	0.00	0.00	0.00	4,000.00	0.00
50-111-5501	9,000.00	11,461.44	11,461.44	0.00	-2,461.44	127.35
50-111-5502	1,100.00	0.00	0.00	0.00	1,100.00	0.00
50-111-5505	500.00	0.00	0.00	0.00	500.00	0.00
50-111-5507	1,300.00	457.99	457.99	0.00	842.01	35.23
50-111-5509	2,000.00	79.87	79.87	0.00	1,920.13	3.99
50-111-5511	15,750.00	10,159.65	10,159.65	0.00	5,590.35	64.51
50-111-5513	187,660.00	133,006.04	133,006.04	0.00	54,653.96	70.88
50-111-5517	2,000.00	25.00	25.00	0.00	1,975.00	1.25
50-111-5601	15,000.00	8,258.43	8,258.43	0.00	6,741.57	55.06
50-111-5701	144,800.00	62,245.16	62,245.16	11,450.74	71,104.10	50.89
50-111-5703	97,000.00	60,432.56	60,432.56	0.00	36,567.44	62.30
50-111-5704	2,000.00	900.33	900.33	0.00	1,099.67	45.02
50-111-5705	6,000.00	4,227.31	4,227.31	0.00	1,772.69	70.46
50-111-5706	10,000.00	1,868.64	1,868.64	0.00	8,131.36	18.69
50-111-5707	3,500.00	2,228.98	2,228.98	0.00	1,271.02	63.69
50-111-5715	2,500.00	1,497.10	1,497.10	0.00	1,002.90	59.88
50-111-5810	0.00	15,237.37	15,237.37	0.00	-15,237.37	0.00
Total Administration	2,286,492.00	1,462,446.01	1,462,446.01	139,700.74	684,345.25	70.07
60 Operations						
60-200 Operations						
60-200-5000 Expenditures						
60-211-5101	4,794,562.00	3,032,247.40	3,032,247.40	0.00	1,762,314.60	63.24
60-211-5102	74,203.00	71,261.36	71,261.36	0.00	2,941.64	96.04
60-211-5103	350,000.00	689,149.54	689,149.54	0.00	-339,149.54	196.90
60-211-5104	4,815.00	1,197.05	1,197.05	0.00	3,617.95	24.86
60-211-5105	8,667.00	5,500.00	5,500.00	0.00	3,167.00	63.46
60-211-5107	0.00	69,000.00	69,000.00	0.00	-69,000.00	0.00
60-211-5108	107,419.00	96,477.69	96,477.69	0.00	10,941.31	89.81

## Expenditure Status Report

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Periods: 0 through 9

South Bay Regional PCA

7/1/2018 through 3/31/2019

10	SBRPCA Enterprise Fund					
Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
60-211-5109	Vacation Leave Payoff	49,221.49	49,221.49	0.00	-3,169.49	106.88
60-211-5110	Training Pay	9,831.58	9,831.58	0.00	-4,218.58	175.16
60-211-5114	Holiday Payoff	102,461.06	102,461.06	0.00	-27,544.06	136.77
60-211-5115	Education Incentive Pay	71,144.34	71,144.34	0.00	21,855.66	76.50
60-211-5116	Overtime - Ridealongs with Member Cities	0.00	0.00	0.00	10,000.00	0.00
60-211-5201	Medical Insurance	407,382.33	407,382.33	0.00	154,535.67	72.50
60-211-5202	Dental Insurance	20,519.82	20,519.82	0.00	32,944.18	38.38
60-211-5203	Vision Insurance	9,868.19	9,868.19	0.00	7,935.81	55.43
60-211-5204	Life Insurance	4,827.65	4,827.65	0.00	3,042.35	61.34
60-211-5205	Medicare	61,339.06	61,339.06	0.00	21,877.94	73.71
60-211-5206	Unemployment Insurance	7,642.00	7,642.00	0.00	-929.00	113.84
60-211-5207	Workers' Compensation	21,224.29	21,224.29	0.00	44,677.71	32.21
60-211-5208	PERS Contributions	566,227.03	566,227.03	0.00	231,947.97	70.94
60-211-5209	Retirees' Medical Insurance	30,519.51	30,519.51	0.00	26,571.49	53.46
60-211-5211	Social Security	101.84	101.84	0.00	788.16	11.44
60-211-5300	Maintenance & Operations	159.98	159.98	0.00	-159.98	0.00
60-211-5401	Memberships & Dues	29.21	29.21	0.00	720.79	3.89
60-211-5402	Publications	1,141.96	1,141.96	0.00	568.04	66.78
60-211-5403	Conferences, Meetings & Travel	10,687.32	10,687.32	5,000.00	17,574.68	47.16
60-211-5404	Employee Services/EC-BOD	0.00	0.00	0.00	2,500.00	0.00
60-211-5405	Employee Awards	0.00	0.00	0.00	500.00	0.00
60-211-5406	POST Training	0.00	0.00	0.00	2,000.00	0.00
60-211-5407	Tuition Reimbursement	5,440.00	5,440.00	0.00	12,560.00	30.22
60-211-5506	Uniforms/Safety Equipment	4,751.35	4,751.35	0.00	3,248.65	59.39
60-211-5509	Reproduction	0.00	0.00	0.00	500.00	0.00
60-211-5603	Telephone - El Segundo	1,553.66	1,553.66	0.00	1,446.34	51.79
60-211-5604	Telephone - Gardena	898.70	898.70	0.00	4,101.30	17.97
60-211-5606	Telephone - Hawthorne	3,819.53	3,819.53	0.00	2,180.47	63.66
60-211-5607	Telephone - Hermosa Beach	20,744.64	20,744.64	0.00	4,255.36	82.98
60-211-5608	Telephone - Manhattan Beach	3,718.85	3,718.85	0.00	4,281.15	46.49
60-211-5611	Telephone - Punta Place	2,908.98	2,908.98	0.00	2,591.02	52.89
60-211-5612	Telephone - RCC	7,154.55	7,154.55	0.00	4,845.45	59.62
60-211-5613	Sprint Wireless Reimbursable	46,612.84	46,612.84	0.00	30,676.16	60.31
60-211-5614	Verizon Wireless Reimbursable	19,256.03	19,256.03	0.00	-4,027.03	126.44

## Expenditure Status Report

expstat.rpt  
04/24/2019 8:47PM  
Periods: 0 through 9South Bay Regional PCA  
7/1/2018 through 3/31/2019

10 SBRPCA Enterprise Fund						
Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
60-211-5615 Telephone - Culver City	5,500.00	7,477.76	7,477.76	0.00	-1,977.76	135.96
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	5,468,247.89	5,468,247.89	5,000.00	1,978,784.11	73.45
70 Technical Services						
70-300 Technical Services						
70-300-5000 Expenditures						
70-311-5101 Salaries (Full-Time)	573,104.69	313,916.04	313,916.04	0.00	259,188.65	54.77
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	8,811.50	8,811.50	0.00	-7,411.50	629.39
70-311-5108 Sick Leave Payoff	15,635.00	16,387.20	16,387.20	0.00	-752.20	104.81
70-311-5109 Vacation Leave Payoff	13,382.00	11,879.87	11,879.87	0.00	1,502.13	88.77
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	41,866.00	41,866.00	0.00	27,275.00	60.55
70-311-5202 Dental Insurance	4,569.00	1,724.95	1,724.95	0.00	2,844.05	37.75
70-311-5203 Vision Insurance	1,305.00	872.92	872.92	0.00	432.08	66.89
70-311-5204 Life Insurance	950.00	491.15	491.15	0.00	458.85	51.70
70-311-5205 Medicare	11,027.00	5,299.83	5,299.83	0.00	5,727.17	48.06
70-311-5207 Workers' Compensation	94,760.00	40,992.43	40,992.43	0.00	53,767.57	43.26
70-311-5208 PERS Contributions	82,649.00	52,630.35	52,630.35	0.00	30,018.65	63.68
70-311-5209 Retirees' Medical Insurance	31,214.00	20,485.94	20,485.94	0.00	10,728.06	65.63
70-311-5302 Computer Contract Services/CAD-Tiburon	145,000.00	100,000.00	100,000.00	0.00	45,000.00	68.97
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	1,491.43	1,491.43	0.00	1,158.57	56.28
70-311-5503 General Technical Supplies	7,500.00	1,989.89	1,989.89	0.00	5,510.11	26.53
70-311-5506 Uniforms/Safety Equipment	2,000.00	9,507.72	9,507.72	0.00	-7,507.72	475.39
70-311-5514 Parts - Billing	721,985.37	328,084.88	328,084.88	0.00	393,900.49	45.44
70-311-5515 Parts - Telecommunications	15,357.00	1,470.36	1,470.36	0.00	13,886.64	9.57
70-311-5516 Install Wire, Loom & Hardware	25,132.00	23,437.61	23,437.61	0.00	1,694.39	93.26
70-311-5517 Vehicle Operations	4,500.00	3,271.90	3,271.90	0.00	1,228.10	72.71
70-311-5520 Equipment Repair	10,000.00	232.29	232.29	0.00	9,767.71	2.32



# Expenditure Status Report

expstat.rpt  
04/24/2019 8:47PM  
Periods: 0 through 9

South Bay Regional PCA  
7/1/2018 through 3/31/2019

10 SBRPCA Enterprise Fund						
Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
70-311-5521 Outside Technical Serv-Towers & Equip	470,153.31	204,458.40	204,458.40	0.00	265,694.91	43.49
70-311-5820 Other Equipment	6,544,686.58	6,544,686.58	6,544,686.58	0.00	0.00	100.00
Total Technical Services	8,924,413.95	7,779,546.08	7,779,546.08	0.00	1,144,867.87	87.17
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
80-433-5901 CIP EXP/Consulting Vector Resources	0.00	3,195.39	3,195.39	0.00	-3,195.39	0.00
80-436-5901 CIP Exp-MB Allocation	49,471.63	0.00	0.00	0.00	49,471.63	0.00
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	66,971.63	3,545.39	3,545.39	0.00	63,426.24	5.29
Total CIP	66,971.63	3,545.39	3,545.39	0.00	63,426.24	5.29
Total Capital Infrastructure Projects	66,971.63	3,545.39	3,545.39	0.00	63,426.24	5.29
Total SBRPCA Enterprise Fund	18,729,909.58	14,713,785.37	14,713,785.37	144,700.74	3,871,423.47	79.33

Expenditure Status Report

expstat.rpt  
04/24/2019 8:47PM  
Periods: 0 through 9

South Bay Regional PCA  
7/1/2018 through 3/31/2019

20 Grant Fund						
Account Number		Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Prct Used
80	Capital Infrastructure Projects					
80-400	CIP					
80-400-5000	Expenditures					
80-433-5901	UASI Grant P25 Comm Repeater Migration	1,602,473.21	1,602,473.21	1,602,473.21	0.00	100.00
Total Grant Fund		1,602,473.21	1,602,473.21	1,602,473.21	0.00	100.00
Grand Total		20,332,382.79	16,316,258.58	16,316,258.58	144,700.74	80.96
					3,871,423.47	

C 5



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** May 21, 2019

**ITEM NUMBER:** C-5

**TO:** Executive Committee

**FROM:** John Krok, Administrative Services Manager *JK*

**SUBJECT:** AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND MARC COHEN, M.D. FOR MEDICAL DIRECTOR SERVICES

**ATTACHMENT:** 1. Agreement

### RECOMMENDATION

Staff recommends that the Executive Committee approve an agreement with Marc Cohen, M.D. for medical director services.

### DISCUSSION

As required by Los Angeles County Emergency Medical Services Agency regulations, all fire departments in Los Angeles county need to procure the services of a Fire Department Medical Director. An agency Medical Director is required for the provision of Emergency Medical Services (EMS) rendered by firefighter paramedics and Emergency Medical Technicians (EMTs). Marc Cohen has provided Medical Director services to the Manhattan Beach and El Segundo Fire Departments since 2016. The Authority's current agreement with Dr. Cohen expires on August 3, 2019.

At the request of the Manhattan Beach and El Segundo Fire Departments, staff recommends continuing to contract with Marc Cohen, M.D. for the Authority's medical director services. Under new terms proposed by the vendor, the cost for these services total \$61,000 per year and represent a \$6,000 per year increase over the prior agreement. The new agreement term is three (3) years.

**FISCAL IMPACT**

None. Funds for the agreement, which total \$61,000 per year, are included in the approved Fiscal Year 2019-2020 Budget. Additionally, all costs associated with the Medical Director are 100% reimbursable by the member or contract agencies requesting the service.

# C 5

## Attachment 1

**AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC  
COMMUNICATIONS AUTHORITY AND MARC COHEN, M.D. FOR MEDICAL  
DIRECTOR ADMINISTRATIVE SERVICES**

This Professional Services Agreement ("Agreement") is dated August 1, 2019 ("Effective Date") and is between the South Bay Regional Public Communications Authority ("Authority"), a Joint Powers Authority, and Marc Cohen M.D. ("Contractor"). Authority and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

**RECITALS**

A. Authority desires to utilize the services of Contractor as an independent contractor to perform medical director administrative services.

B. Authority desires to retain Contractor and Contractor desires to serve Authority to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

**1. Contractor's Services.**

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. Authority may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the Authority Representative shall be the Executive Director, or such other person designated in writing by the Executive Director (the "Authority Representative"). For the purposes of this Agreement, the Contractor Representative shall be Marc Cohen, (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without Authority's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the Authority Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to Authority.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits, and certificates required by law for the provision of Services under this Agreement, including a business license.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 30, 2022, unless sooner terminated as provided in Section 12 of this Agreement or extended.

### **3. Compensation.**

A. Compensation. As full compensation for Contractor's Services rendered, Authority shall pay Contractor at the rates set forth in the Approved Fee Schedule attached hereto as Exhibit B. In no event shall Contractor be paid more than \$177,917 (the "Maximum Compensation").

B. Expenses. The Authority will not reimburse Contractor for any expenses, unless expenses are agreed upon in advance in writing by both parties.

C. Unauthorized Services and Expenses. Authority will not pay for any services not specified in the Scope of Services, unless the Executive Committee of the Authority or the Authority Representative, if applicable, and the Contractor Representative authorize such services in writing prior to Contractor's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the Executive Committee of the Authority Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Authority shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

### **4. Method of Payment.**

A. Invoices. Contractor shall submit to Authority an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. Authority shall review each invoice and notify Contractor in writing within ten Business days of receipt of any disputed invoices amounts.



B. Payment. Authority shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. Authority does not pay interest on past due amounts. Authority shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. Notwithstanding the preceding sentence, if Contractor is a nonresident of California, Authority will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to Authority for review and audit by Authority.

**5. Independent contractor.** Contractor is, and shall at all times remain as to Authority, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Authority. Neither Authority nor any of its employees, officers, or agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of Authority.

## **6. Information and Documents.**

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by Authority. Authority shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not, without written authorization from the Executive Director or unless requested in writing by the Executive Director or Authority's General Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any work performed by Contractor for the Authority. Contractor's response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives Authority notice of the court order or subpoena.

B. Contractor shall promptly notify Authority should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any work performed by Contractor for the Authority. Authority may, but has no obligation to, be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any

response to discovery requests provided by Contractor. However, Authority's right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite the response.

C. All Data required to be furnished to Authority in connection with this Agreement shall become Authority's property, and Authority may use all or any portion of the Data submitted by Contractor as Authority deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become Authority's sole property and may be used, reused or otherwise disposed of by Authority without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.

**7. Conflicts of Interest.** Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the Authority Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section into any subcontract that Contractor executes in connection with the performance of this Agreement.

## **8. Indemnification, Hold Harmless, and Duty to Defend.**

### **A. Indemnities.**

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its officers, attorneys, agents, employees, designated volunteers, successors, assigns, and members of its committees (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities") in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees,

subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold Authority harmless from any and all taxes, assessments, penalties, and interest asserted against Authority by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold Authority harmless from any failure of Contractor to comply with applicable workers' compensation laws. Authority may offset against the amount of any fees due to Contractor under this Agreement any amount due to Authority from Contractor as a result of Contractor's failure to promptly pay to Authority any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to Authority, its officers, agents, employees, and volunteers.

C. Insurance Requirements not Limiting. Authority does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by

Authority, or the deposit with Authority, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against Authority.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

## **9. Insurance.**

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A: VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming Authority and its officials, officers,

employees, agents, volunteers, and members of its committees as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Authority. Any insurance or self-insurance maintained by Authority, its officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against Authority.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Authority. At Authority's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to Authority, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to Authority. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two Business Days of notice from the insurer, phone, and fax or notify Authority via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. Authority Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, Authority may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Authority may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse Authority for any premium paid by Authority or Authority may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish Authority's Executive Director with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to Authority's approval. Contractor may provide complete, certified copies of all required insurance

policies to Authority. Contractor shall maintain current endorsements on file with Authority's Executive Director. Contractor shall provide proof to Authority's Executive Director that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify Authority under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

## **10. Mutual Cooperation.**

A. Authority's Cooperation. Authority shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against Authority relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that Authority requires.

**11. Records and Inspections.** Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by Authority that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to Authority, its designees and representatives at reasonable times, and shall allow Authority to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

## **12. Termination of Agreement.**

A. Right to Terminate. Authority may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar days before the termination is to be effective. Contractor may only terminate this Agreement for cause if Authority fails to cure a breach of this Agreement within 60 days after Contractor gives written notice to Authority of the breach.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of

termination. In the event of Authority's termination of this Agreement due to no fault or failure of performance by Contractor, Authority shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against Authority by reason of such termination, including any claim for compensation.

**13. Force Majeure.** Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in Authority's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

**14. Default.**

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, Authority shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the Executive Director determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, Authority shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, Authority may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and Authority's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to Authority:  
Attn: Erick Lee, Executive Director  
SBRPCA  
4440 W. Broadway  
Hawthorne, California 90250

If to Contractor:  
Attn: Marc Cohen  
346 Manhattan Avenue  
Hermosa Beach, California 90254  
Telephone: 310-908-6460

Telephone: 310-973-1802  
Email: [elee@rcc911.org](mailto:elee@rcc911.org)

Email: [emsdoc911@hotmail.com](mailto:emsdoc911@hotmail.com)

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without Authority's prior written consent. Authority's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle Authority to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to Authority under this Agreement shall impair any right, power or remedy of Authority, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**20. Final Payment Acceptance Constitutes Release.** The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of Authority from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of Authority's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However,



approval or payment by Authority shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Authority for any defect or error in the work prepared by Contractor, its employees, subcontractors and agents.

**21. Corrections.** In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during Authority's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by Authority, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, Authority may deduct the cost of such correction from any retention amount held by Authority or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

**22. Non-Appropriation of Funds.** Payments to be made to Contractor by Authority for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that Authority does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which Authority appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**23. Exhibits.** Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

**25. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

**26. Word Usage.** Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

**27. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

**28. Business Days.** “Business days” means days Authority is open for business.

**29. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over Authority’s business address located in Hawthorne, California.

**30. Attorneys’ Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

**31. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**32. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

**33. Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.


Authority:

South Bay Regional Public  
Communications Authority  
a Joint Powers Authority

Contractor:

Marc Cohen M.D.  
a California consultant

By: \_\_\_\_\_  
Name: Edward Medrano  
Title: Executive Committee  
Chairperson

By:  \_\_\_\_\_  
Name: Marc Cohen M.D.  
Title: Consultant

ATTEST:

By: \_\_\_\_\_  
Name: Erick B. Lee  
Title: Executive Director

## **EXHIBIT A SCOPE OF SERVICES**

Services include:

1. Acting as liaison to the county and state EMS agencies, advocating for the department while keeping it current with policy change.
2. Serving as Drug Authorizing Physician for each affiliated fire department, utilizing his/her medical license and DEA number to purchase drugs, medical devices, and controlled substances.
3. Overseeing the purchasing, storing, and distributing controlled drugs for the provider agency in accordance with County of Los Angeles' Department of Health Services Reference No. 702, Controlled Drugs Carried on ALS Units.
4. Assisting the agency in maintaining written controlled drug policies and for providing input into disciplinary actions that have controlled drug implications.
5. Routinely meeting with the medical community to ensure that the practices of the agency and its personnel are satisfactorily meeting their needs relative to the handling pharmaceuticals and controlled drugs.
6. Developing and maintaining standard policies and procedures to provide optimal prehospital patient care to the local community.
7. Working with the paramedic educator to provide training and continuing education.
8. Oversight of quality assurance and quality improvement programs.
9. Development and oversight of vaccine administration program for firefighters and paramedics.
10. Monitoring annual equipment fit testing.

The specific role and responsibilities of the Medical Director include the following:

1. Medical Direction and Supervision of Patient Care, including:
  - A. Advises the provider agency in planning and evaluating the delivery of prehospital medical care by EMTs and paramedics.
  - B. Reviews and approves the medical content of all EMS training performed by

the provider agency and ensures compliance with continuing education requirements of the State and local EMS agency.

- C. Reviews and approves the medical components of the provider agency's dispatch system.
- D. Assists in the development of procedures to optimize patient care.
- E. Reviews and recommends to the EMS Agency Medical Director any new medical monitoring devices under consideration and ensures compliance with State and local regulation.
- F. Evaluates compliance with the legal documentation requirements of patient care.
- G. Participates in direct observation of field responses as needed.
- H. Participates as needed with appropriate EMS committees and the local medical community.
- I. Ensures provider agency compliance with controlled substance documentation requirements.

## 2. Auditing and Evaluation of Patient Care

- A. Assists the provider agency in the development and implementation of a continuous quality improvement program to ensure the provision of quality medical care. Provides recommendations for training and operational changes based on quality improvement results.
- B. Evaluates the adherence of provider agency medical personnel to medical policies, procedures and protocols of the Los Angeles County EMS Agency.
- C. Coordinates delivery and evaluation of patient care with base and receiving hospitals.

## 3. Investigation of Medical Care Issues

- A. Reviews incidents with unusual or adverse patient outcomes, inadequate performance
- B. Evaluates medical performance, gathers appropriate facts and, as needed, forwards those facts in writing to the Los Angeles County EMS Agency Medical Director.

- C. Ensures that appropriate actions are taken on cases with patient care issues with adverse outcomes, e.g., training, counseling, etc.

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

A. Compensation. As full compensation for Contractor's Services provided under this Agreement, Authority shall pay Contractor the flat rate sum of \$61,000.00 annually, payable in monthly installments at 1/12th of the flat rate sum. The cost for El Segundo and Manhattan Beach (the Cities) for Medical Director services is \$30,500 each annually in the amount not to exceed a total of \$177,917 (the "Maximum Annual Compensation"), as set forth in the Approved Fee Schedule attached hereto as **Exhibit B.**"

B. Discount. The above rates include a \$2,500 annual discount per city due to the multiple jurisdictions receiving service under this agreement. If at any point during the term of this agreement only one city participates, Contractor reserves the right renegotiate the above rate for the one participating city.

C 6





# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** May 21, 2019

**ITEM NUMBER:** C-6

**TO:** Executive Committee

**FROM:** John Krok, Administrative Services Manager *JK*

**SUBJECT:** AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND SMART JANITORIAL INCORPORATED FOR JANITORIAL SERVICES

**ATTACHMENT:** 1. Agreement

### RECOMMENDATION

Staff recommends that the Executive Committee approve an agreement with Smart Janitorial Incorporated for janitorial services.

### DISCUSSION

The Authority's agreement with its current janitorial vendor expires on June 30, 2019.

As part of the Authority's procurement process, staff obtained proposals from multiple qualified vendors to ensure the Authority receives the most competitive pricing for janitorial services.

A summary of these proposals is as follows:

S & W Janitorial Services, Inc.	\$6,480.00 per month
MNZ Janitorial Services, Inc.	\$6,150.00 per month
Jani King	\$4,344.19 per month
Smart Janitorial, Inc.	\$3,585.00 per month

Staff recommends contracting with Smart Janitorial, Inc. for the Authority's janitorial services. Besides providing the best pricing, reference checks conducted by staff indicate that the vendor is fully capable of providing excellent service to the Authority.

Additionally, the vendor has been in business over 20 years and provides janitorial services to over 100 locations in Southern California.

**FISCAL IMPACT**

None. Funds for the agreement, which total \$43,020 per year, are included in the approved Fiscal Year 2019-2020 Budget.

# C 6

## Attachment 1

## AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND SMART JANITORIAL INCORPORATED FOR JANITORIAL SERVICES

This Professional Services Agreement ("Agreement") is dated \_\_\_\_\_ ("Effective Date") and is between the South Bay Regional Public Communications Authority ("Authority"), a Joint Powers Authority, and Smart Janitorial Incorporated, a California corporation ("Contractor"). Authority and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

### RECITALS

A. Authority desires to utilize the services of Contractor as an independent contractor to provide janitorial maintenance at its headquarters office building.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees.

C. Authority desires to retain Contractor and Contractor desires to serve Authority to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

### 1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. Authority may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the Authority Representative shall be the Executive Director, or such other person designated in writing by the Executive Director (the "Authority Representative"). For the purposes of this Agreement, the Contractor Representative shall be Rivail Ferreira, (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without Authority's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the Authority Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like

professionals under similar circumstances and in a manner reasonably satisfactory to Authority.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits, and certificates required by law for the provision of Services under this Agreement, including a business license.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 30, 2020, ("Termination Date") unless sooner terminated as provided in Section 12 of this Agreement or extended. The Executive Director may extend the term of agreement in writing for two additional one year terms or such other term not to exceed two years from the Termination Date pursuant to the same terms and conditions of this Agreement.

### **3. Compensation.**

A. Compensation. As full compensation for Services satisfactorily rendered, Authority shall pay Contractor at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Contractor be paid more than \$129,060 (the "Maximum Compensation").

B. Expenses. The Authority will not reimburse Contractor for any expenses, unless expenses are agreed upon in advance in writing by both parties.

C. Unauthorized Services and Expenses. Authority will not pay for any services not specified in the Scope of Services, unless the Executive Committee of the Authority or the Authority Representative, if applicable, and the Contractor Representative authorize such services in writing prior to Contractor's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the Executive Committee or the Authority Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Authority shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

### **4. Method of Payment.**

A. Invoices. Contractor shall submit to Authority an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize

the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. Authority shall review each invoice and notify Contractor in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. Authority shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. Authority does not pay interest on past due amounts. Authority shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. Notwithstanding the preceding sentence, if Contractor is a nonresident of California, Authority will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to Authority for review and audit by Authority.

**5. Independent contractor.** Contractor is, and shall at all times remain as to Authority, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Authority. Neither Authority nor any of its employees, officers, or agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of Authority.

## **6. Information and Documents.**

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by Authority. Authority shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not, without written authorization from the Executive Director or unless requested in writing by the Executive Director or Authority's General Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any work performed by Contractor for the Authority. Contractor's response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives Authority notice of the court order or subpoena.

B. Contractor shall promptly notify Authority should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement

and the work performed thereunder or with respect to any work performed by Contractor for the Authority. Authority may, but has no obligation to, be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Contractor. However, Authority's right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite the response.

C. All Data required to be furnished to Authority in connection with this Agreement shall become Authority's property, and Authority may use all or any portion of the Data submitted by Contractor as Authority deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become Authority's sole property and may be used, reused or otherwise disposed of by Authority without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.

**7. Conflicts of Interest.** Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the Authority Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section into any subcontract that Contractor executes in connection with the performance of this Agreement.

## **8. Indemnification, Hold Harmless, and Duty to Defend.**

### **A. Indemnities.**

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its officers, attorneys, agents, employees, designated volunteers, successors, assigns, and members of its committees (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the

payment of all consequential damages (collectively "Liabilities") in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold Authority harmless from any and all taxes, assessments, penalties, and interest asserted against Authority by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold Authority harmless from any failure of Contractor to comply with applicable workers' compensation laws. Authority may offset against the amount of any fees due to Contractor under this Agreement any amount due to Authority from Contractor as a result of Contractor's failure to promptly pay to Authority any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to Authority, its officers, agents, employees, and volunteers.



C. Insurance Requirements not Limiting. Authority does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by Authority, or the deposit with Authority, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against Authority.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

## **9. Insurance.**

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A: VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming Authority and its officials, officers, employees, agents, volunteers, and members of its committees as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Authority. Any insurance or self-insurance maintained by Authority, its officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against Authority.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Authority. At Authority's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to Authority, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to Authority. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two Business Days of notice from the insurer, phone, and fax or notify Authority via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. Authority Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, Authority may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Authority may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse Authority for any premium paid by Authority or Authority may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish Authority's Executive Director with a certificate or certificates of insurance and all original endorsements evidencing and effecting the

coverages required under this Section. The endorsements are subject to Authority's approval. Contractor may provide complete, certified copies of all required insurance policies to Authority. Contractor shall maintain current endorsements on file with Authority's Executive Director. Contractor shall provide proof to Authority's Executive Director that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify Authority under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

## **10. Mutual Cooperation.**

A. Authority's Cooperation. Authority shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against Authority relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that Authority requires.

**11. Records and Inspections.** Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by Authority that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to Authority, its designees and representatives at reasonable times, and shall allow Authority to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

## **12. Termination of Agreement.**

A. Right to Terminate. Authority may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar days before the termination is to be effective. Contractor may only terminate this Agreement for cause if Authority fails to cure a breach of this Agreement within 60 days after Contractor gives written notice to Authority of the breach.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of Authority's termination of this Agreement due to no fault or failure of performance by Contractor, Authority shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against Authority by reason of such termination, including any claim for compensation.

**13. Force Majeure.** Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in Authority's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

**14. Default.**

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, Authority shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the Executive Director determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, Authority shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, Authority may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and Authority's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to Authority:  
Attn: Erick Lee, Executive Director  
SBRPCA

If to Contractor:  
Attn: Rivail Ferreira  
Smart Janitorial Incorporated

4440 W. Broadway  
Hawthorne, California 90250  
Telephone: 310-973-1802  
Email: [elee@rcc911.org](mailto:elee@rcc911.org)

645 N Eckhoff Street, Suite J  
Orange, California 92868  
Telephone: 888-315-7671  
Email: [rivail@smartjanitorial.com](mailto:rivail@smartjanitorial.com)

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without Authority's prior written consent. Authority's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle Authority to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to Authority under this Agreement shall impair any right, power or remedy of Authority, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**20. Final Payment Acceptance Constitutes Release.** The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of Authority from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of Authority's check or the failure to make a written extra

compensation claim within ten calendar days of the receipt of that check. However, approval or payment by Authority shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Authority for any defect or error in the work prepared by Contractor, its employees, subcontractors and agents.

**21. Corrections.** In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during Authority's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by Authority, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, Authority may deduct the cost of such correction from any retention amount held by Authority or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

**22. Non-Appropriation of Funds.** Payments to be made to Contractor by Authority for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that Authority does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which Authority appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**23. Exhibits.** Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

**25. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

**26. Word Usage.** Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

**27. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

**28. Business Days.** “Business days” means days Authority is open for business.

**29. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over Authority’s business address located in Hawthorne, California.

**30. Attorneys’ Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

**31. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**32. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

**33. Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

Authority:

South Bay Regional Public  
Communications Authority  
a Joint Powers Authority

Contractor:

Smart Janitorial Incorporated  
a California corporation

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

Name: Edward Medrano  
Title: Executive Committee  
Chairperson

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

Name: Rivail Ferreira  
Title: Chief Operating Officer

ATTEST:

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

Name: Erick B. Lee  
Title: Executive Director



## EXHIBIT A SCOPE OF SERVICES

Smart Janitorial Services will provide professional janitorial services to the Authority at its headquarters office building beginning July 1, 2019. This detailed cleaning will be provided on a daily basis, year round, including weekends and holidays between the hours of 1800-0600.

<b>JANITORIAL SERVICES PROVIDED</b>	
<b>Office /Lobby/ Corridors &amp; Hallways/ Staircases/ 1<sup>st</sup> and 2<sup>nd</sup> Floors/ Conference Rooms/ Storage Rooms/ Printing Room/ Changing Rooms/ Technical Services Office Area</b>	<b>Frequency: Daily, Weekly, Monthly, Bi- Monthly, Quarterly, Annual, Bi-Annual</b>
Wipe down and disinfect all office phones.	Daily
Wipe down all common areas, cabinets & desks. * Papers must be put away.	Daily
Dust and wipe down door jams, doors plates. (as needed)	Daily
Dust all ledges and picture frames.	Weekly
Wipe down all window sills.	Weekly
Dust all baseboards.	As needed
Low and high dust for hard to reach areas.	Daily
Vacuum to remove most soils from floors.	Daily
Take out trash and replace trash liners at every station. (Customer to provide trash liners)	Daily
Dust all vertical surfaces and under surfaces of furniture (chair rungs, legs, table legs)	Monthly
Damp mop balcony, stairways	Bi-Annual
Annual carpet cleaning	Annual
Annual window washing	Annual
<b>Restrooms</b>	
Clean, sanitize, and deodorize toilets, showers, and sinks with treatment solution.	Daily
Wash toilet seats with germicide solution.	Daily
Wipe down and disinfect all door handles and light switches.	Daily
Clean all mirrors and polish sinks and fixtures.	Weekly
Wet mop all floors with special solution to remove	Daily

most soils and stains from floors.	
Refill toilet paper dispensers. (Customer to provide paper goods)	Daily
Refill paper towel dispensers. (Customer to provide paper goods).	Daily
Take out trash and replace trash liners at every station. (Customer to provide trash liners)	Daily
<b>Kitchen/Breakroom</b>	
Clean exterior of refrigerator, stove and microwave.	Daily
Clean sink with treatment solution.	Weekly
Clean countertops.	Daily
Wipe down all baseboards.	Monthly
Low and high dust for hard to reach areas.	Weekly
Vacuum all flooring to remove dirt.	Daily
Wet mop all floors with special solution to remove most soils and stains from floors.	Daily
Wipe down patio furniture, breakroom, balcony and picnic table in outdoor break area.	Daily

The frequencies specified above are minimum standards and are subject to increase or decrease upon determination by the Authority that such changes are needed to maintain a clean condition. For example, tasks that are designated "Daily" are to be performed at each visit. Should a task require immediate attention and deviate from the established schedule, it will be completed immediately by Smart Janitorial Services.

1. **General Standards:** The achievement of the desired standard of cleanliness will result in an almost complete absence of visible soil. In order to maintain the facilities in this condition, Contractor will remove any visible soil which is found as a result of inspection. For purposes of definition, absence of visible soil shall be as follows:
  - A. Absence of dust on horizontal and vertical surfaces of floors, walls, ledges, furniture and equipment.
  - B. Absence of litter and trash on floor and horizontal surfaces.
  - C. Absence of finger marks, spots and soil build-up on walls, partitions, doors, dividers, etc.
  - D. Absence of encrustation, soil, and wax build-up on floors, particularly in corners, along baseboards, around door jambs, and around furniture and equipment legs and bases.

- E. Absence of soil, scale and stain on restroom fixtures, drains, taps, faucets, soap dispensers, paper dispensers, stalls, mirrors, ledges and drinking fountains.
  - F. Absence of soil, stain and scale on restroom floors and baseboards. Tile and grout maintained free of stain and buildup.
  - G. Absence of dust, lint and litter on upholstered furniture.
  - H. Absence of soil, litter, dust and encrustations on furniture and equipment surfaces and legs.
  - I. Absence of soil, litter, dust, and encrustation in urns, wastebaskets, and trash containers.
  - J. Absence of marks, spots, stains and streaks on glass and mirrors.
  - K. Absence of soil and dust on window blinds, shades, sills, frames and ledges.
  - L. Absence of other visible soil and cobwebs on horizontal surfaces, including ceilings.
  - M. Absence of trash in building.
  - N. Absence of soil, litter, debris and spots on all carpets, mats, and floors.
2. **Damp mopping:** Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splash stains and markings from the equipment.
  3. **Solid waste collection:** All solid waste in the building shall be collected and removed to designated disposal areas.
  4. **Wet mopping:** Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces shall be free of splash stains and markings from the equipment. Mops and buckets will be emptied and thoroughly rinsed immediately after use in restrooms and before use in any other area.
  5. **Spot cleaning:** Smudges, marks or spots shall be removed without causing discoloration of the surface.
  6. **Dusting:** Corners, crevices, moldings, and ledges shall be free of dirt, debris, and dust. Furniture will be dusted around computers.

7. **Furniture moving:** When necessary for the Contractor to move furniture and furnishings, it will be done with extreme care and furniture returned to original positions.

**Level of care:** Contractor shall exercise due care at all times to ensure that cleaning products and practices do not cause damage to finishes, furnishings, or fixtures. Contractor shall restore to good condition any items damaged from lack of due care by Contractor.

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

As full compensation for Contractor's Services provided under this Agreement, Authority shall pay Contractor the monthly fee of \$3,585, in the amount not to exceed \$43,020 per year.

C 7



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** May 21, 2019

**ITEM NUMBER:** C-7

**TO:** Executive Committee

**FROM:** John Krok, Administrative Services Manager *JK*

**SUBJECT:** AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND COMMLINE, INC. FOR PUBLIC SAFETY RADIO SYSTEM SUPPORT SERVICES

**ATTACHMENT:** 1. Agreement

### RECOMMENDATION

Staff recommends that the Executive Committee approve an agreement with Commline, Inc. for public safety radio system support services.

### DISCUSSION

Since 2015, the Authority has utilized the consulting services of Commline, Inc. ("Commline") for all of its radio programming and infrastructure maintenance needs. The Authority's current agreement with the vendor established a support services fee of \$12,500 per month and has four (4) additional years remaining in the term. However, due to the agency's imminent transition to a P-25, trunked, digital and encrypted radio network, the vendor's workload associated with supporting the Authority's radio system has increased. As such, Commline has requested to renegotiate the agreement to allow for an increase in its monthly support services fee.

The Authority continues to work with Commline to complete a successful migration to the Interoperability Network of the South Bay (INSB) radio network. Commline possesses unique technical competence and experience with the Authority's technology, network infrastructure and equipment and is a true subject matter expert on the Authority's radio system and other regional P-25 radio systems. Additionally, the vendor has staff and shelf stock of equipment in close proximity to the Authority's headquarters and radio

infrastructure sites, which allows for excellent response times during times of system issues and outages.

Because of Commline's expertise, knowledge and management of the Authority's radio communications system, along with its demonstrated commitment to excellent customer service over many years, staff recommends continuing to contact with the vendor for radio system support services at an increased rate of \$15,000 per month. The proposed agreement has a maximum term of five years. Under the terms of the agreement, the Authority retains the right to terminate the arrangement at any time.

Additionally, the agreement provides for optional services that will be available to the Authority, upon request, at pre-negotiated rates.

#### **FISCAL IMPACT**

None. Funds for these services, estimated to total \$200,000 per year, have been included in the approved Fiscal Year 2019-2020 Budget.



# C 7

## Attachment 1

**AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC  
COMMUNICATIONS AUTHORITY AND COMMLINE, INC. FOR PUBLIC SAFETY  
RADIO SYSTEM SUPPORT SERVICES**

This Professional Services Agreement ("Agreement") is dated \_\_\_\_\_ ("Effective Date") and is between the South Bay Regional Public Communications Authority ("Authority"), a Joint Powers Authority, and Commline Inc., a California corporation ("Contractor"). Authority and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

**RECITALS**

A. Authority desires to utilize the services of Contractor and an independent contractor to perform services for general technical and sales support of the SBRPCA's two-way communications hardware, infrastructure, microwave network and dispatch consoles.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees.

C. Authority desires to retain Contractor and Contractor desires to serve Authority to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

**1. Contractor's Services.**

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. Authority may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the Authority Representative shall be the Executive Director, or such other person designated in writing by the Executive Director (the "Authority Representative"). For the purposes of this Agreement, the Contractor Representative shall be Jeff Fukasawa, (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without Authority's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the Authority Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to Authority.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits, and certificates required by law for the provision of Services under this Agreement, including a business license.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 30, 2020, ("Termination Date") unless sooner terminated as provided in Section 12 of this Agreement or extended. The Executive Director may extend the term of agreement in writing for four additional one year terms or such other term not to exceed four years from the Termination Date pursuant to the same terms and conditions of this Agreement.

### **3. Compensation.**

A. Compensation. As full compensation for Contractor's Services rendered, Authority shall pay Contractor at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Contractor be paid more than \$1,000,000 (the "Maximum Compensation").

B. Expenses. The Authority will not reimburse Contractor for any expenses, unless expenses are agreed upon in advance in writing by both parties.

C. Unauthorized Services and Expenses. Authority will not pay for any services not specified in the Scope of Services, unless the Executive Committee of the Authority or the Authority Representative, if applicable, and the Contractor Representative authorize such services in writing prior to Contractor's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the Executive Committee or the Authority Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Authority shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

### **4. Method of Payment.**

A. Invoices. Contractor shall submit to Authority an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. Authority shall review each invoice and notify Contractor in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. Authority shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. Authority does not pay interest on past due amounts. Authority shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. Notwithstanding the preceding sentence, if Contractor is a nonresident of California, Authority will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to Authority for review and audit by Authority.

**5. Independent contractor.** Contractor is, and shall at all times remain as to Authority, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Authority. Neither Authority nor any of its employees, officers, or agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of Authority.

## **6. Information and Documents.**

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by Authority. Authority shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not, without written authorization from the Executive Director or unless requested in writing by the Executive Director or Authority's General Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any work performed by Contractor for the Authority. Contractor' response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives Authority notice of the court order or subpoena.

B. Contractor shall promptly notify Authority should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any work performed by Contractor for the Authority. Authority may, but has no obligation to, be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Contractor. However, Authority's right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite the response.

C. All Data required to be furnished to Authority in connection with this Agreement shall become Authority's property, and Authority may use all or any portion of the Data submitted by Contractor as Authority deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become Authority's sole property and may be used, reused or otherwise disposed of by Authority without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.

**7. Conflicts of Interest.** Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the Authority Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section into any subcontract that Contractor executes in connection with the performance of this Agreement.

**8. Indemnification, Hold Harmless, and Duty to Defend.**

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its officers, attorneys, agents, employees, designated volunteers, successors, assigns, and members of its committees (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities") in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold Authority harmless from any and all taxes, assessments, penalties, and interest asserted against Authority by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold Authority harmless from any failure of Contractor to comply with applicable workers' compensation laws. Authority may offset against the amount of any fees due to Contractor under this Agreement any amount due to Authority from Contractor as a result of Contractor's failure to promptly pay to Authority any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or

willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to Authority, its officers, agents, employees, and volunteers.

C. Insurance Requirements not Limiting. Authority does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by Authority, or the deposit with Authority, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against Authority.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

## 9. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A: VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming Authority and its officials, officers, employees, agents, volunteers, and members of its committees as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Authority. Any insurance or self-insurance maintained by Authority, its officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against Authority.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Authority. At Authority's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to Authority, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to Authority. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two Business Days of notice from the insurer, phone, and fax or notify Authority via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. Authority Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, Authority may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Authority may, but has no



duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse Authority for any premium paid by Authority or Authority may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish Authority's Executive Director with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to Authority's approval. Contractor may provide complete, certified copies of all required insurance policies to Authority. Contractor shall maintain current endorsements on file with Authority's Executive Director. Contractor shall provide proof to Authority's Executive Director that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify Authority under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

## **10. Mutual Cooperation.**

A. Authority's Cooperation. Authority shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against Authority relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that Authority requires.

**11. Records and Inspections.** Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by Authority that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to Authority, its designees and representatives at reasonable times, and shall allow Authority to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

## **12. Termination of Agreement.**

A. Right to Terminate. Authority may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar days before the termination is to be effective. Contractor may only terminate this Agreement for cause if Authority fails to cure a breach of this Agreement within 60 days after Contractor gives written notice to Authority of the breach.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of Authority's termination of this Agreement due to no fault or failure of performance by Contractor, Authority shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against Authority by reason of such termination, including any claim for compensation.

**13. Force Majeure.** Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in Authority's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

## **14. Default.**

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, Authority shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the Executive Director determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, Authority shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, Authority may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and

conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and Authority's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to Authority:  
 Attn: Erick Lee, Executive Director  
 SBRPCA  
 4440 W. Broadway  
 Hawthorne, California 90250  
 Telephone: 310-973-1802  
 Email: [elee@rcc911.org](mailto:elee@rcc911.org)

If to Contractor:  
 Attn: Jeff Fukasawa  
 Commline Incorporated  
 13700 Cimarron Avenue  
 Gardena, California 90249  
 Telephone: 310-390-8003  
 Email: [jeff.fukasawa@commline.com](mailto:jeff.fukasawa@commline.com)

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without Authority's prior written consent. Authority's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle Authority to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to Authority under this Agreement shall impair any right, power or remedy of Authority, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**20. Final Payment Acceptance Constitutes Release.** The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of Authority from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of Authority's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by Authority shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Authority for any defect or error in the work prepared by Contractor, its employees, subcontractors and agents.

**21. Corrections.** In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during Authority's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by Authority, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, Authority may deduct the cost of such correction from any retention amount held by Authority or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

**22. Non-Appropriation of Funds.** Payments to be made to Contractor by Authority for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that Authority does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which Authority appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**23. Exhibits.** Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

**25. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

**26. Word Usage.** Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

**27. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

**28. Business Days.** "Business days" means days Authority is open for business.

**29. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over Authority's business address located in Hawthorne, California.

**30. Attorneys' Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

**31. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**32. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

**33. Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

Authority:

South Bay Regional Public  
Communications Authority  
a Joint Powers Authority

Contractor:

Commline Inc.  
a California corporation

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

Name: Edward Medrano  
Title: Executive Committee  
Chairperson

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

Name: Jeff Fukasawa  
Title: Vice President/Owner

ATTEST:

ATTEST:

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

Name: Erick B. Lee  
Title: Executive Director

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

Name: Jessica Jun  
Title: Treasurer

## EXHIBIT A SCOPE OF SERVICES

Services include:

I. Commline will be contracted to provide general technical and sales support of the Authority's Two-way communications hardware, infrastructure, microwave network, dispatch consoles.

- a. Attached is a list of the equipment that is covered by this contract - Appendix A
- b. Including the following cities:
  - i. Hawthorne
  - ii. Gardena
  - iii. Manhattan Beach
  - iv. Hermosa
  - v. El Segundo
- c. Including the following sites:
  - i. South Bay Hospital, 514 North Prospect Ave., Redondo Beach, CA
  - ii. Punta Place, 1700-1/2 Punta Place, Palos Verdes Estates, CA
  - iii. Manhattan Beach Tower, 1431 6th St., Manhattan Beach, CA
  - iv. SBRPCA, 4400 Broadway Blvd., Hawthorne, CA
  - v. Gardena Police Department, 1718 West 162nd St., Gardena, CA
  - vi. Pacific Corporate Towers, 222 Sepulveda Blvd., El Segundo, CA
  - vii. Grandview, 3516 Grandview Ave., Manhattan Beach, CA
  - viii. Chevron Refinery, 324 West El Segundo Blvd., El Segundo, CA
  - ix. El Segundo Water Tower, 400 Lomita St., El Segundo, CA
  - x. Baldwin Hills, Culver City
  - xi. Hermosa Beach Parking, 13th St, Hermosa Beach, CA 90254
- d. Additions or deletions of radios from the above list will require a written submission and approval from both parties before being considered.
- e. Commline will take direction from the Authority's Executive Director and/or Administrative Services Manager.

### II. Technical Support

- a. Technical support will include general repair and maintenance of the above-mentioned equipment, identified by serial number.
- b. General repairs will be defined as repairs of radios that include the following: intermittent or no transmit/receive; intermittent or no power; unresponsive equipment; programming,
- c. Certain technical support and repairs will be not covered under this agreement, such as, radio problems caused by excessive physical abuse/accidents or misuse; force majeure; fire; liquid damage; lack of performance due to the current repeater setup and location will also not be included.



- d. See Appendix A.

### III. Service Scope

- a. **Service Calls:** Commline will provide support within 4 hours of a call or email. Calls generated on Saturday, Sunday and bank holidays will be serviced the following business day.
- b. **Critical Infrastructure:** will be covered 24/7, including holidays.
- c. **Repeater Infrastructure Troubleshooting:** Commline will provide initial troubleshooting/assessment of the existing repeater infrastructure problems. Labor will be covered by the service contract, but replacement cost of bad equipment will be invoiced accordingly.
- d. **Radio/Repeater Repairs:**
  - i. Repair requests will be picked up by a Commline representative/courier service or by UPS label provided by Commline, within 48 hours of request.
  - ii. Radio repairs, if repairable, will be completed no longer than 2 weeks from receipt of equipment. If repairs are to take longer than 2 weeks, notice will be submitted to inform of a revised return date.
  - iii. Beyond Economic Repair – Radio repair costs that exceed the market value of the radio can be deemed 'Beyond Economic Repair or BER'. Common reasons to be considered as BER include: damage to PC boards, unavailability of parts due to discontinuation of radio/parts, etc.
  - iv. Repaired radios will have a 90-day warranty.
- e. **Preventative Maintenance Program:** Commline will provide scheduled onsite maintenance of existing repeater infrastructure.
- f. **Consultation services** of replacement, depreciation, and budgeting of RF related equipment.
- g. Attend technical meetings on behalf of Authority upon invite.
- h. **Administratively manage Avtec**
  - i. Monitor system performance and change management for firmware and features.
  - ii. Plan and roadmap enhancements and features on behalf of Authority
- i. **Administer INSB deployment.**
  - i. Monitor changes and perform preventative diagnostics of RF sites within INSB for Authority and its member and client Cities
  - ii. Monitor ZoneWatch and ICI alert messages to plan outages with Authority
  - iii. Monitor INSB Microwave and network routing

## APPENDIX A

Item #	Description of Services of be performed:	Quantity	Labor/Service	Hardware	Exclusions
1	Tait UHF Repeater/Receiter- All parts, programming, monitor, servicing	92	Included	Included	Liquid, or Physical Damage
2	Tait VHF Repeater/Receiter- All parts, programming, monitor, servicing	10	Included	Included	Liquid, or Physical Damage
3	Tait 800mhz Repeater/Receiter- All parts, programming, monitor, servicing	4	Included	Included	Liquid, or Physical Damage
4	Avtec Dispatch Console- Programming, End User Training (2x Year), Service	17	Included	Included	Liquid, or Physical Damage
5	Avtec Status Monitoring	1	Included	Included	User Error
6	Microwave Status Monitoring (Equipment/Accessories Excluded)	14	Included	Quote Upon Request	All Equipment
7	Network Equipment Monitoring	9	Included	Quote Upon Request	All Equipment
8	Programming of Subscriber Radios (Onsite Fleet Programming Annual) Police/Fire Only	1	Included	Quote Upon Request	Only Motorola XTS/XTL/APX
9	Code Plug Management and Creation	1	Included	Quote Upon Request	Only Motorola XTS/XTL/APX
10	Flash Firmware Upgrading	1	Included	Quote Upon Request	
11	Feature Set Firmware Upgrading	1	Included	Quote Upon Request	
12	Service of Site Equipment (Combiner/Antenna/Multicoupler/Light Arrestor/Polyphaser	9	Included	Quote Upon Request	
13	Stancil Logging Recorder	1	Included	Quote Upon Request	

## EXHIBIT B APPROVED FEE SCHEDULE

As full compensation for Contractor's Services provided under this Agreement, Authority shall pay Contractor the monthly fee of \$15,000.

Optional services are available to the Authority under this agreement. Quotes to be provide upon request with the following rates:

Item	Unit	Cost Per Unit	Exclusions
Technician	Per Hour	\$175.00	
Project Manager	Per Hour	\$200.00	
FCC Licensing/Coordination	Per Hour	\$175.00	APCO Cost, Engineering, Fees
Console/Network Engineer	Per Hour	\$225.00	
Paratech/Installer	Per Hour	\$125.00	
Site Installation	Per Hour	\$125.00	
Vehicle Installation	Per Hour	\$125.00	
Radio Subscriber Diagnosis (Flat Rate)	Per Unit	\$250.00	Housing, Liquid, Board
Auto test/Tuning and Alignment of Subscribers	Per Unit	\$25 Portable/\$50 Mobile	

C 8



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** May 21, 2019

**ITEM NUMBER:** C-8

**TO:** Executive Committee

**FROM:** John Krok, Administrative Services Manager *JK*

**SUBJECT:** AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND COMMLINE, INC. FOR INSTALLATION AND PROGRAMMING OF DESK CONSOLE AND CONNECTIVITY EQUIPMENT; AND

APPROVE A CORRESPONDING PURCHASE ORDER IN THE TOTAL AMOUNT OF \$24,426.88 FOR THIS PURCHASE

**ATTACHMENT:** 1. Agreement

### **RECOMMENDATION**

Staff recommends that the Executive Committee approve an agreement with Commline, Inc. for installation and programming of desk console and connectivity equipment and approve a corresponding purchase order in the total amount of \$24,426.88 for these services.

### **DISCUSSION**

The Authority's current back-up emergency radio communications system is a completely independent system from the primary Avtec dispatch console system. The back-up system connects base station radios at the Authority's radio tower directly to the dispatch center. The utilization of these back-up emergency radio communications consolettes allows the Authority to communicate to field units through wireless/RF technology and provides the Authority with an additional level of redundancy and the ability to maintain communications operations in the instances of a microwave system outage.

The back-up emergency radio communications system employs analog technology and requires integration services in order for it to be able to operate on a digital network. The approval of this agreement is necessary for this back-up radio system to be compatible with the Interoperability Network of the South Bay (INSB) P25 digital trunked radio system. In addition, this agreement will allow for radio equipment already owned by the Authority to be placed into service and utilized in cases of emergency.

The proposed scope of work in this agreement is not covered under the Authority's current annual service agreement with Commline, Inc.

**FISCAL IMPACT**

Funds for the purchase of radio system hardware and integration services, which total \$24,426.88, are available in the Fiscal Year 2018-2019 Budget.

# C 8

## Attachment 1

## AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND COMMLINE, INC. FOR INSTALLATION AND PROGRAMMING OF DESK CONSOLE AND CONNECTIVITY EQUIPMENT

This Professional Services Agreement ("Agreement") is dated \_\_\_\_\_ ("Effective Date") and is between the South Bay Regional Public Communications Authority ("Authority"), a Joint Powers Authority, and Commline Inc., a California corporation ("Contractor"). Authority and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

### RECITALS

A. Authority desires to utilize the services of Contractor as an independent contractor to perform services for installation and programming of desk console and connectivity equipment.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees.

C. Authority desires to retain Contractor and Contractor desires to serve Authority to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

#### 1. Contractor's Services.

A. Scope of Services. Contractor shall perform the services described in the Scope of Services (the "Services"), attached as **Exhibit A**. Authority may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the Authority Representative shall be the Executive Director, or such other person designated in writing by the Executive Director (the "Authority Representative"). For the purposes of this Agreement, the Contractor Representative shall be Jeff Fukasawa, (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. Contractor shall not change the Contractor Representative without Authority's prior written consent.

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the Authority Representative or, if no deadline is established, with reasonable diligence.



D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to Authority.

E. Personnel. Contractor has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such Services.

F. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits, and certificates required by law for the provision of Services under this Agreement, including a business license.

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through June 30, 2020, ("Termination Date") unless sooner terminated as provided in Section 12 of this Agreement or extended.

### **3. Compensation.**

A. Compensation. As full compensation for Contractor's Services rendered, Authority shall pay Contractor at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Contractor be paid more than \$24,426.88 (the "Maximum Compensation").

B. Expenses. The Authority will not reimburse Contractor for any expenses, unless expenses are agreed upon in advance in writing by both parties.

C. Unauthorized Services and Expenses. Authority will not pay for any services not specified in the Scope of Services, unless the Executive Committee of the Authority or the Authority Representative, if applicable, and the Contractor Representative authorize such services in writing prior to Contractor's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the Executive Committee or the Authority Representative shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. Authority shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

### **4. Method of Payment.**

A. Invoices. Contractor shall submit to Authority an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and

the amount due. Authority shall review each invoice and notify Contractor in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. Authority shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. Authority does not pay interest on past due amounts. Authority shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. Notwithstanding the preceding sentence, if Contractor is a nonresident of California, Authority will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Contractor shall make all records, invoices, time cards, cost control sheets and other records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to Authority for review and audit by Authority.

**5. Independent contractor.** Contractor is, and shall at all times remain as to Authority, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Authority. Neither Authority nor any of its employees, officers, or agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of Authority.

## **6. Information and Documents.**

A. Contractor covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Contractor without prior written authorization by Authority. Authority shall grant such authorization if applicable law requires disclosure. Contractor, its officers, employees, agents, or subcontractors shall not, without written authorization from the Executive Director or unless requested in writing by the Executive Director or Authority's General Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any work performed by Contractor for the Authority. Contractor's response to a subpoena or court order shall not be considered "voluntary," provided Contractor gives Authority notice of the court order or subpoena.

B. Contractor shall promptly notify Authority should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any work performed by Contractor

for the Authority. Authority may, but has no obligation to, be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Contractor. However, Authority's right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite the response.

C. All Data required to be furnished to Authority in connection with this Agreement shall become Authority's property, and Authority may use all or any portion of the Data submitted by Contractor as Authority deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become Authority's sole property and may be used, reused or otherwise disposed of by Authority without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.

D. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.

**7. Conflicts of Interest.** Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the Authority Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section into any subcontract that Contractor executes in connection with the performance of this Agreement.

## **8. Indemnification, Hold Harmless, and Duty to Defend.**

### **A. Indemnities.**

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its officers, attorneys, agents, employees, designated volunteers, successors, assigns, and members of its committees (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities") in law or equity, whether

actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and indemnify and hold Authority harmless from any and all taxes, assessments, penalties, and interest asserted against Authority by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold Authority harmless from any failure of Contractor to comply with applicable workers' compensation laws. Authority may offset against the amount of any fees due to Contractor under this Agreement any amount due to Authority from Contractor as a result of Contractor's failure to promptly pay to Authority any reimbursement or indemnification arising under this subparagraph A.2).

3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to Authority, its officers, agents, employees, and volunteers.

C. Insurance Requirements not Limiting. Authority does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by Authority, or the deposit with Authority, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against Authority.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

## **9. Insurance.**

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$1,000,000.00 per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$1,000,000.00 per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Contractor has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$1,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A: VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming Authority and its officials, officers, employees, agents, volunteers, and members of its committees as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Authority. Any insurance or self-insurance maintained by Authority, its officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against Authority.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by Authority. At Authority's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to Authority, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to Authority. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Contractor shall, within two Business Days of notice from the insurer, phone, and fax or notify Authority via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. Authority Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Contractor's policies do not comply with the requirements under this Section, Authority may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, Authority may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse Authority for any premium paid by Authority or Authority may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Contractor shall furnish Authority's Executive Director with a certificate or certificates of insurance and all original endorsements evidencing and effecting the

coverages required under this Section. The endorsements are subject to Authority's approval. Contractor may provide complete, certified copies of all required insurance policies to Authority. Contractor shall maintain current endorsements on file with Authority's Executive Director. Contractor shall provide proof to Authority's Executive Director that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify Authority under Section 8 of this Agreement.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

## **10. Mutual Cooperation.**

A. Authority's Cooperation. Authority shall provide Contractor with all pertinent Data, documents and other requested information as is reasonably available for Contractor's proper performance of the Services required under this Agreement.

B. Contractor's Cooperation. In the event any claim or action is brought against Authority relating to Contractor's performance of Services rendered under this Agreement, Contractor shall render any reasonable assistance that Authority requires.

**11. Records and Inspections.** Contractor shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by Authority that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Contractor shall provide free access to Authority, its designees and representatives at reasonable times, and shall allow Authority to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

## **12. Termination of Agreement.**

A. Right to Terminate. Authority may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar days before the termination is to be effective. Contractor may only terminate this Agreement for cause if Authority fails to cure a breach of this Agreement within 60 days after Contractor gives written notice to Authority of the breach.

B. Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of Authority's termination of this Agreement due to no fault or failure of performance by Contractor, Authority shall pay Contractor based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the Services required by this Agreement. Contractor shall have no other claim against Authority by reason of such termination, including any claim for compensation.

**13. Force Majeure.** Contractor shall not be liable for any failure to perform its obligations under this Agreement if Contractor presents acceptable evidence, in Authority's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Contractor's reasonable control and not due to any act by Contractor.

**14. Default.**

A. Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, Authority shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the Executive Director determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, Authority shall serve Contractor with written notice of the default. Contractor shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, Authority may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

**15. Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Contractor's and Authority's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:



If to Authority:  
 Attn: Erick Lee, Executive Director  
 SBRPCA  
 4440 W. Broadway  
 Hawthorne, California 90250  
 Telephone: 310-973-1802  
 Email: [elee@rcc911.org](mailto:elee@rcc911.org)

If to Contractor:  
 Attn: Jeff Fukasawa  
 Commline Incorporated  
 13700 Cimarron Avenue  
 Gardena, California 90249  
 Telephone: 310-390-8003  
 Email: [jeff.fukasawa@commline.com](mailto:jeff.fukasawa@commline.com)

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

**17. Prohibition of Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without Authority's prior written consent. Authority's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle Authority to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

**18. No Third Party Beneficiaries Intended.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to Authority under this Agreement shall impair any right, power or remedy of Authority, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**20. Final Payment Acceptance Constitutes Release.** The acceptance by Contractor of the final payment made under this Agreement shall operate as and be a release of Authority from all claims and liabilities for compensation to Contractor for anything done, furnished or relating to Contractor's work or services. Acceptance of payment shall be any negotiation of Authority's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by Authority shall not constitute, nor be deemed, a release of the responsibility and liability of Contractor, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by Authority for any defect or error in the work prepared by Contractor, its employees, subcontractors and agents.

**21. Corrections.** In addition to the above indemnification obligations, Contractor shall correct, at its expense, all errors in the work which may be disclosed during Authority's review of Contractor's report or plans. Should Contractor fail to make such correction in a reasonably timely manner, such correction may be made by Authority, and the cost thereof shall be charged to Contractor. In addition to all other available remedies, Authority may deduct the cost of such correction from any retention amount held by Authority or may withhold payment otherwise owed Contractor under this Agreement up to the amount of the cost of correction.

**22. Non-Appropriation of Funds.** Payments to be made to Contractor by Authority for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that Authority does not appropriate sufficient funds for payment of Contractor's services beyond the current fiscal year, this Agreement shall cover payment for Contractor's services only to the conclusion of the last fiscal year in which Authority appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

**23. Exhibits.** Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Contractor's proposal, the provisions of this Agreement shall control.

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

**25. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

**26. Word Usage.** Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

**27. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

**28. Business Days.** "Business days" means days Authority is open for business.

**29. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over Authority's business address located in Hawthorne, California.

**30. Attorneys' Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

**31. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**32. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

**33. Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

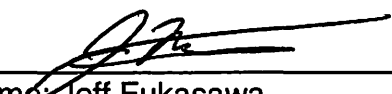
Authority:

South Bay Regional Public  
Communications Authority  
a Joint Powers Authority

Contractor:

Commline Inc.  
a California corporation

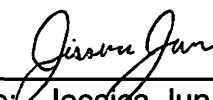
By: \_\_\_\_\_  
Name: Edward Medrano  
Title: Executive Committee  
Chairperson

By:  \_\_\_\_\_  
Name: Jeff Fukasawa  
Title: Vice President/Owner

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Name: Erick B. Lee  
Title: Executive Director

By:  \_\_\_\_\_  
Name: Jessica Jun  
Title: Treasurer

**EXHIBIT A  
SCOPE OF SERVICES**

**BACK-UP RADIO CONFIGURATION PROJECT**

<b>QTY</b>	<b>MODEL/PART #</b>	<b>DESCRIPTION</b>	<b>UNIT COST</b>	<b>EXT COST</b>
1	80 work hours	Includes: Stage, setup, configure, program, integrate new nine (9) APX consolettes to the MCD 5000 desk sets	\$150.00	\$12,000.00
1	24 work hours	Sweep all coax lines associated with Back-up system, Cable preparation, network lines grounding.	\$150.00	\$3,600.00
1	40 work hours	Reconfigure—Kenwood radios, four (4) APX consolettes, MCS 2000 radios, move current base station combiner	\$150.00	\$6,000.00
1		System Documentation		\$2,000.00
1	Miscellaneous	Polyphaser, cabling, connectors, miscellaneous		\$750.00
			Sub- Total	\$24,350.00
			Tax (10.25%)	\$76.88
			Shipping	--
			Grand Total	\$24,426.88

**EXHIBIT B**  
**APPROVED FEE SCHEDULE**

Compensation. As full compensation for Contractor's Services provided under this Agreement, Authority shall pay Contractor the flat rate sum of \$24,426.88.

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

F1

**MINUTES OF A SPECIAL MEETING OF  
THE USER COMMITTEE**

**APRIL 23, 2019**

**1. CALL TO ORDER**

The User Committee convened in a special session at 2:35PM on Tuesday, April 23, 2019, on the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

**2. ROLL CALL**

Present: Chief Thomas Kang, Gardena Police  
Chief Daryn Drum, Manhattan Beach Fire  
Chief Michael Ishii, Hawthorne Police

Absent: Chief Derrick Abell, Manhattan Beach Police

Also Present: Executive Director Erick B. Lee  
Operations Manager Shannon Kauffman  
Administrative Services Manager John Krok  
Battalion Chief Roger Braum, Culver City Fire  
Chief Chris Donovan, El Segundo Fire  
Chief Bill Whalen, El Segundo Police  
Acting Chief Milton McKinnon, Hermosa Beach Police  
Assistant Chief Ken Powell, Culver City Fire  
Lt. Leon Lopez, Culver City Police

**3. POSTING OF THE AGENDA**

Executive Director Lee confirmed posting of the agenda per the Brown Act requirements.

**4. PUBLIC COMMENT**

None.

**5. REPORTS**

**5a. Data Collection for Potential FirstNet Discounts**

Administrative Services Manager Krok reported and advised the User Committee of potential discounts that may be available to cities serviced by the Authority and requested all police and fire departments to send potential device county information within the next week. Executive Director Lee advised on interest in pursuing discounts with FirstNet.

**5b. End of Life of ES Chat System**

Administrative Services Manager Krok reported system is underutilized and will not be migrated to digital radio when transition to INSB.

**6. GENERAL BUSINESS**

**6a. Citizen Pursuits**

Operations Manager Kauffman reported receiving inconsistent direction from various Watch Commanders about whether the Authority should be advising citizens' involvement in pursuits of suspects. She recommended User Committee to develop consistent policy. The committee discussed and directed staff to work with the Authority's General Counsel to develop a recommended policy for consideration by User Committee at a future meeting.

**6b. INSB Project Update**



Executive Director Lee provided an update on the INSB project. Acceptance testing has been completed and staff continues to look toward migrating fire departments in late May or early June with police to follow 30-60 days afterwards.

6c. INSB Channel Line-up and Radio Recordings

Administrative Services Manager Krok provided the committee the list of finalized channel line-ups and requested each agency conduct final review to ensure accuracy. He reported the Authority has the ability to record all the talk groups. The committee discussed the issues associated with recording all channels and end user training that will be necessary with the upcoming migration to the INSB network.

6d. INSB System Encryption Functionality

The committee discussed the upcoming transition to the INSB network and the enhanced functionalities that will be available with this new technology. The committee also discussed the value of utilizing encrypted talk groups and determined outreach to specific communities will be handled on a city-by-city basis. The committee also reviewed Assembly Bill 1555 that was introduced to the state legislature and the impact this legislation may have on public safety radio communications.

6e. Discussion on Authority's Vision, Mission, and Values

Executive Director Lee advised the committee the Authority is embarking on a project to develop new vision, mission, and value statements and requested the committee to provide inputs into this process. Members of the committee and representatives from the contract cities discussed strengths they have observed in the agency including professionalism and leadership. They also provided feedback regarding areas that they would like the Authority to remain focused on, including improvement in call processing times, fire dispatching, and CAD analytics, and remaining forward thinking as it relates to technology and the public safety dispatch industry.

**7. COMMENTS FROM USER COMMITTEE MEMBERS**

None.

**8. COMMENTS FROM CONTRACT CITY REPRESENTATIVES**

None.

**9. COMMENTS FROM STAFF**

None.

**10. ADJOURNMENT**

The meeting adjourned at 3:16PM.

F2



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** May 21, 2019

**ITEM NUMBER:** F-2

**TO:** Executive Committee & User Committee

**FROM:** Erick B. Lee, Executive Director

**SUBJECT:** PLAN FOR MARK43 CAD/RMS SYSTEM MAINTENANCE  
BILLING

**ATTACHMENTS:** None.

Chief of Police Michael Ishii will provide an oral report on the City of Hawthorne's plan for maintenance billing on the new Mark32 CAD/RMS system.

G



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** May 21, 2019  
**ITEM:** G  
**TO:** Executive Committee and User Committee  
**FROM:** Erick B. Lee, Executive Director  
**SUBJECT:** EXECUTIVE DIRECTOR'S REPORT  
**ATTACHMENTS:** None

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

- Introduction of New Finance & Performance Audit Manager, Vanessa Alfaro
- Recruitment of Communications Operators
- INSB Network Project Update
- Update on Matrix Consulting Group's Comprehensive Cost of Service & Allocation Study
- Vision, Mission, and Values Project
- Fire Department Call Processing Times