

A G E N D A
REGULAR MEETING OF THE EXECUTIVE COMMITTEE AND USER COMMITTEE
TUESDAY, NOVEMBER 19, 2019, 2:00 PM
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
SECOND FLOOR CONFERENCE ROOM
4440 W. BROADWAY, HAWTHORNE, CA

A. CALL TO ORDER

B. ROLL CALL BY EXECUTIVE DIRECTOR

C. 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 or the User Committee to take action on any item not on the agenda. Comments will be limited to three (3) minutes per speaker.

D. EXECUTIVE COMMITTEE CONSENT CALENDAR (APPROVE)

1. Minutes of the Regular Meeting – October 15, 2019
APPROVE
2. Check Register – October 2019
ACCEPT REPORT AND APPROVE
3. Budget Performance Report – FY2019-20 Q1
ACCEPT REPORT AND APPROVE
4. Approve a Purchase Order in the Amount of \$130,000 to Commline, Inc. for Avtec Scout Care Software Maintenance Services; and

Approval of an Operating Budget Transfer in the Amount of \$65,000 from the Salaries & Benefits Category to the Supplies & Services Category of the Adopted Fiscal Year 2019-2020 Budget to Assist with Funding this Purchase
APPROVE

E. ITEMS REMOVED FROM THE EXECUTIVE COMMITTEE CONSENT CALENDAR

F. EXECUTIVE COMMITTEE GENERAL BUSINESS

1. Compensation Plan for Part-Time Communications Operators; and
 Compensation Plan for Part-Time Administrative Employees; and
 Resolution Establishing a Look-Back Safe Harbor Policy
a) APPROVE
b) ADOPT RESOLUTION

2. Initial Feasibility Study for the Consolidation of Public Safety Dispatching Services for the City of Palos Verdes Estates (Phase One); and

Resolution of the Executive Committee of the South Bay Regional Public Communications Authority Amending the Schedule of Fees and Charges for Fiscal Year 2019-2020 to Include a Phase Two of Feasibility Study Fee

a) APPROVE

b) ADOPT RESOLUTION

3. Agreement between the City of El Segundo for Emergency Police and Fire Dispatch Services; and

Authorize the Executive Director to Execute the Agreement

APPROVE

G. **USER COMMITTEE GENERAL BUSINESS**

1. Update on Development of the Mark43 CAD System
RECEIVE PRESENTATION

H. **EXECUTIVE DIRECTOR'S REPORT**

I. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

J. **CLOSED SESSION AGENDA**

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957

Title: Executive Director

J. **ADJOURNMENT**

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

Posting Date/Time: November 14, 2019/12:15PM

Signature:

Erick B. Lee, Executive Director

D-1

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

OCTOBER 15, 2019

A. **CALL TO ORDER**

The Executive and User Committees convened in a regular joint session at 2:00PM on October 15, 2019 on the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

B. **ROLL CALL**

Present: City Manager Bruce Moe, City of Manhattan Beach
Interim City Manager Arnie Shadbeh, City of Hawthorne
Acting City Manager Clint Osorio, City of Gardena

Deputy Chief Mike Saffell, Gardena Police Department
Chief Mike Ishii, Hawthorne Police Department
Chief Derrick Abell, Manhattan Beach Police Department
Chief Daryn Drum, Manhattan Beach Fire Department (arrived 2:05PM)

Also Present: Chief Bill Whalen, El Segundo Police Department
Acting Chief Milton McKinnon, Hermosa Beach Police Department
Captain Ryan Allee, El Segundo Fire Department
Pat Griffin, City of Manhattan Beach
Charles Mallory, City of El Segundo
Assistant Fire Chief Ken Powell, Culver City Fire Department
Detective Solve Loken, Culver City Police Department
Nathan Rukasin, Culver City Fire Department
Captain Jaime Bermudez, El Segundo Police Department
Robert Mendoza, City of Manhattan Beach
Josh Armstrong, Hawthorne Police Department
Matt Neal, Mark43
Kelsey Laurent, Mark43
Executive Director Erick Lee
Operations Manager Shannon Kauffman
Administrative Services Manager John Krok
Finance & Performance Audit Manager Vanessa Alfaro
Executive Assistant Clara Choi

C. **ELECTION OF EXECUTIVE COMMITTEE CHAIRPERSON AND VICE CHAIRPERSON FOR THE REMAINDER OF FISCAL YEAR 2019-2020**

City Manager Shadbeh, nominated City Manager Moe to serve as Chair. City Manager Moe nominated Interim City Manager Shadbeh to serve as Vice Chair. City Manager Moe moved to approve the nominations. The motion was seconded by Interim City Manager Shadbeh and passed by unanimous voice vote.

D. **PUBLIC DISCUSSION**

None.

E. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

MOTION: Acting City Manager Shadbeh moved to approve the Consent Calendar, Item Numbers 1 -2. The motion was seconded by Interim City Manager Osorio and passed by unanimous voice vote.

1. Minutes of the Regular Meeting – September 17, 2019
2. Check Register – September 2019

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

None.

G. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Resolution of the Executive Committee Establishing a Schedule of Fees and Charges for Fiscal Year 2019-2020

Executive Director Lee provided report regarding the proposed fees with updated rates including composite fees for Technical Services.

Interim City Manager Shadbehrr moved to approve the Resolution Establishing a Schedule of Fees and Charges for Fiscal Year 2019-2020. The motion was seconded by Acting City Manager Osorio and passed by unanimous voice vote.

H. **EXECUTIVE AND USER COMMITTEE GENERAL BUSINESS**

1. Request from the Interoperability Network of the South Bay Joint Powers Authority to Consider Rescheduling the Monthly Regular Joint Meeting of the Executive Committee and User Committee; and
 Resolution of the Executive Committee Establishing the Time and Place of Regular Public Meetings; and
 Resolution of the User Committee Establishing the Time and Place of Regular Public Meetings

Executive Director Lee requested that this item be pulled from consideration. He reported from this morning's INSB Governance Board meeting that this item has been tabled for now and won't be revisited until early 2020.

2. Update on the Development of the Mark43 CAD System

Josh Armstrong reported an update on procedural changes in CLETS and provided the latest updates to the region's Fire Departments in the development of the Mark43 CAD system.

3. Upcoming Changes to the Management of Mobile Data Computers

Josh Armstrong reported on the future need to change the management of mobile data computers and CLETS mnemonics with the advent of the Mark43 CAD system. The committees discussed the issue, especially as it relates to their need to absorb work previously performed by Hawthorne PD. Armstrong proposed to put together a working group of the Authority's Information Technology Directors by January to more fully investigate this issue and its impacts. Chief Drum inquired after the Authority's scope of services for Technical Services work. The Executive Director advised that the scope of service document will be distributed by week's end. This item will be brought back to the January 2020 meeting.

4. Upcoming Changes to the Administration of CLETS Mnemonics

The item was discussed during Item 2.

5. Confirmation of Meeting Dates for the Remainder of 2019

The committees agreed to move forward with the November 2019 meeting and cancel the December 2019 meeting.

I. **EXECUTIVE DIRECTOR'S REPORT**

Executive Director Lee provided updates on recruitment efforts and the INSB network project.

J. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

None.

K. **ADJOURNMENT**

The meeting adjourned at 2:36PM.

D-2



Check Register FY 2019-20

October 2019

<u>Accounts Payable Check Issued Date</u>	<u>Total Check Amount</u>	<u>Notes</u>
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October 4, 2019	\$64,085.83	
October 11, 2019	\$163,202.86	
October 18, 2019	\$193,307.74	
October 25, 2019	<u>\$156,870.93</u>	

Accounts Payable Total	\$577,467.36	
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Payroll Checks Issued Date

October 11, 2019	\$175,681.29	
October 25, 2019	<u>\$360,942.15</u>	Includes eligible leave payouts per MOUs

Payroll Total	\$536,623.44	
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10/03/2019 10:40:19AM

Final Check List
South Bay Regional PCA

Page: 1

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1706	10/4/2019	00012	CALIFORNIA WATER SERVICE	4675328235	9/17/2019	WATER SERVICE HQ 08/16/19	231.10
				5550731926	9/30/2019	FIRE PROTECTION SERVICE	72.58
54547	10/4/2019	00297	ATT CALNET	000013617899	9/13/2019	PHONE SERV/08/13/2019-09/1	2,705.03
				000011856698	9/3/2018	PHONE SERV 08/03/18-09/02	711.40
				000013559500	9/3/2019	PHONE SERV 08/03/19-09/02/	653.31
				000013625099	9/13/2019	PHONE SERV/8/13/19-09/12/1	196.17
				000013622035	9/13/2019	PHONE SERV 08/13/19-09/12/	96.22
54548	10/4/2019	00747	BIDDLE CONSULTING GROUPE	61895	9/19/2019	SOFTWARE, MAINTENANCE	3,995.00
54549	10/4/2019	00014	CDW GOVERNMENT, INC.	VBT4061	9/25/2019	CDW-G BILLABLE PARTS	9,712.88
				TZQ5739	9/20/2019	CDW-G BILLABLE PARTS	1,113.38
54550	10/4/2019	00017	CHEM PRO LABORATORY, INC	653929	9/23/2019	HQ MAINTENANCE	86.50
54551	10/4/2019	00019	CINTAS CORPORATION #427	4029659283	9/6/2019	CLEANING SERVICES FOR F	109.32
54552	10/4/2019	00824	COMPLETE OFFICE CLEANING	9827	10/1/2019	SMART JANITORIAL HQ MAIN	3,585.00
54553	10/4/2019	00008	FEDERAL SIGNAL CORP	7304869	9/20/2019	FEDERAL SIGNAL CORP BILL	5,675.06
				7309205	9/25/2019	FEDERAL SIGNAL CORP BILL	648.59
				7302161	9/18/2019	FEDERAL SIGNAL CORP BILL	369.50
54554	10/4/2019	00070	GAS COMPANY, THE	05919489822	10/3/2019	GAS SERVICE HQ/09/01/19-09	624.22
54555	10/4/2019	00798	HYDREX PEST CONTROL	299072	8/13/2019	PEST CONTROL SERVICES	59.00
54556	10/4/2019	00802	M JACK BROOKS, JD	212019 SBR	9/30/2019	FY19-20 FINANCE CONSULTI	6,025.00
54557	10/4/2019	00671	MARC R. COHEN, MD	EMSMD-02	9/30/2019	MEDICAL DIRECTOR SVCS	5,083.33
54558	10/4/2019	00577	NEW LOOK AUTO DETAIL	2099	9/10/2019	VEHICLE MAINTENANCE AND	75.00
54559	10/4/2019	00819	OCCUPATIONAL HEALTH CENT	65535230	9/20/2019	PRE-EMPLOYMENT MEDICAL	358.00
54560	10/4/2019	00800	PARADISE AWARDS	23100	9/5/2019	COMMEMORATIVE AWARD	171.92
54561	10/4/2019	00411	PITNEY BOWES	8000-9090-0888	10/1/2019	POSTAGE METER	29.99
54562	10/4/2019	00144	SAXE-CLIFFORD PHD, SUSAN	19-0920-5	9/20/2019	PRE-EMPLOYMENT PSYCHO	400.00
54563	10/4/2019	00619	SOLARWINDS	IN449331	9/19/2019	MAINTENANCE RENEWAL	2,275.00
54564	10/4/2019	00171	VERIZON WIRELESS	9838754521	9/23/2019	GPD DAC CHARGES/08/24/19	2,581.06
				9838678224	9/23/2019	MODEM SVC. MBPD/08/24/19	342.11
				9838694128	9/23/2019	DAC CHARGES HPD/08/24/19	340.70
				9838344047	9/18/2019	CELL PH. CHGS:08/19/19-09/1	221.36
				9838678225	9/23/2019	MODEM SVC. MBPD/08/24/19	38.01
54565	10/4/2019	00768	VPLS SOLUTIONS	5959	9/30/2019	FIREWALL SUPPORT RENEW	10,297.71

Bank : union UNION BANK

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<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
54566	10/4/2019	00063	WHELEN ENGINEERING CO., 605723	9/17/2019	WHELEN ENGINEERING CO B	4,000.44	
			607383	9/19/2019	WHELEN ENGINEERING CO B	725.00	
			607903	9/20/2019	WHELEN ENGINEERING CO B	261.29	
			607289	9/19/2019	WHELEN ENGINEERING CO B	215.65	5,202.38
Sub total for UNION BANK:							64,085.83

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10/10/2019 2:52:15PM

Final Check List
South Bay Regional PCA

Page: 1

Bank : union UNION BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>	
20042	10/11/2019	00219	INTERNAL REVENUE SERVICE	Ben28367	10/11/2019	FEDERAL WITHHOLDING TAX	39,541.44	39,541.44
20043	10/11/2019	00223	EMPLOYMENT DEVEL DEPT	Ben28371	10/11/2019	STATE DISABILITY INSURANC	15,154.04	15,154.04
20044	10/11/2019	00222	STATE DISBURSEMENT UNIT	Ben28373	10/11/2019	SUPPORT: PAYMENT	184.62	184.62
20045	10/11/2019	00058	CALPERS	Ben28369	10/11/2019	PERS RETIREMENT: PAYMEN	36,148.96	36,148.96
20046	10/10/2019	00058	CALPERS	1000000158072	9/16/2019	HEALTH PREMIUMS - OCTOB	54,240.13	54,240.13
54567	10/11/2019	00217	CALIFORNIA TEAMSTERS UN	Ben28361	10/11/2019	UNION DUES TEAMSTERS: P	2,097.00	2,097.00
54568	10/11/2019	00218	CWA LOCAL 9400	Ben28365	10/11/2019	UNION DUES CWA: PAYMENT	257.97	257.97
54569	10/11/2019	00221	ICMA RETIREMENT TRUST	Ben28363	10/11/2019	DEFERRED COMPENSATION	15,578.70	15,578.70
Sub total for UNION BANK:							163,202.86	

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10/17/2019 9:57:35AM

Final Check List
South Bay Regional PCA

Page: 1

Bank : union UNION BANK

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1707	10/18/2019	00621	FIRST BANKCARD				
		00523	CALIFORNIA CHAMBER OF C	11375799	8/29/2019	TRAINING	1,461.91
		00864	EMBASSY SUITES	1613350	8/30/2019	CONFERENCE	723.72
		00866	GOVT TAX SEMINARS	302792	9/16/2019	TAX SEMINAR	430.00
		00466	AMAZON MARKETPLACE	114-1828982-73	9/10/2019	OFFICE SUPPLIES	420.56
		00466	AMAZON MARKETPLACE	111-6879683-55	9/17/2019	OFFICE EQUIPMENT	330.74
		00861	M & K METAL CO	190421	9/12/2019	TECH SUPPLIES	276.85
		00762	KIM TURNER LLC	0321-2641-8762	9/6/2019	TRAINING	249.00
		00610	DIRECTV	36664307187	9/4/2019	CABLE SERVICE	217.70
		00466	AMAZON MARKETPLACE	114-9534641-14	9/26/2019	OFFICE SUPPLIES	199.57
		00466	AMAZON MARKETPLACE	112-9763997-67	9/2/2019	JANITORIAL SUPPLIES	197.92
		00466	AMAZON MARKETPLACE	113-5099590-99	9/24/2019	OFFICE SUPPLIES	148.86
		00466	AMAZON MARKETPLACE	113-0464452-02	9/5/2019	JANITORIAL SUPPLIES	147.64
		00466	AMAZON MARKETPLACE	111-1333305-43	8/26/2019	JANITORIAL SUPPLIES	139.84
		00466	AMAZON MARKETPLACE	112-9440147-22	9/12/2019	JANITORIAL SUPPLIES	124.00
		00466	AMAZON MARKETPLACE	111-5345307-31	9/18/2019	OFFICE SUPPLIES	119.45
		00761	BOX	INV07148006	9/26/2019	SOFTWARE SERVICES	90.00
		00466	AMAZON MARKETPLACE	111-7611436-32	8/26/2019	JANITORIAL SUPPLIES	87.43
		00466	AMAZON MARKETPLACE	112-9763997-67	8/27/2019	OFFICE SUPPLIES	85.77
		00846	THE STAMP MAKER	856700	9/26/2019	OFFICE SUPPLIES	83.50
		00466	AMAZON MARKETPLACE	113-8494882-35	8/21/2019	OFFICE SUPPLIES	73.40
		00015	CHEVRON AND TEXACO	564591	9/10/2019	VEHICLE OPERATIONS	65.54
		00829	HUMMUS HOUSE	20190909	9/9/2019	ACADEMY TRAINEE LUNCH	57.00
		00795	MEDIA TEMPLE	324775-14	9/23/2019	MONTHLY WEBSITE HOSTING	55.00
		00466	AMAZON MARKETPLACE	114-7774793-14	9/19/2019	OFFICE SUPPLIES	52.95
		00865	CERRITOS COLLEGE	20191008	10/8/2019	RECRUITMENT	50.00
		00466	AMAZON MARKETPLACE	112-2539659-07	9/26/2019	TECHNICAL SUPPLIES	46.57
		00466	AMAZON MARKETPLACE	111-9936463-94	8/26/2019	JANITORIAL SUPPLIES	46.18
		00466	AMAZON MARKETPLACE	111-6617781-87	8/26/2019	JANITORIAL SUPPLIES	46.05
		00862	AUTOZONE	5388-765325-19	9/16/2019	PARTS REIMBURSABLE	33.05
		00854	MANHATTAN POSTAL CENTER	298329	9/12/2019	RECRUITMENT	23.50
		00854	MANHATTAN POSTAL CENTER	298427	9/13/2019	RECRUITMENT	23.50
		00466	AMAZON MARKETPLACE	111-8964487-41	8/26/2019	JANITORIAL SUPPLIES	22.27
		00035	HOME DEPOT CREDIT SERVICE	0620 00052 938	9/11/2019	TECH SUPPLIES	21.44

Bank : union UNION BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
		00847 LEE CLEANERS	401322	9/16/2019	MAINTENANCE	20.00		
		00466 AMAZON MARKETPLACE	111-0357565-06	8/26/2019	JANITORIAL SUPPLIES	16.84		
		00862 AUTOZONE	6055-123619-19	9/9/2019	PARTS REIMBURSABLE	16.41		
		00826 LA TIMES	20190911	9/11/2019	MONTHLY NEWS SUBSCRIPT	15.96		
		00847 LEE CLEANERS	3005	9/10/2019	MAINTENANCE	15.53		
		00466 AMAZON MARKETPLACE	111-8725367-36	8/26/2019	JANITORIAL SUPPLIES	14.27		
		00466 AMAZON MARKETPLACE	113-8320541-70	8/21/2019	OFFICE SUPPLIES	11.30		
		00583 WALMART SUPERCENTER #5925500108710		9/12/2019	OFFICE SUPPLIES	5.80		
		00092 MANHATTAN BEACH, CITY OF	20190812	8/12/2019	PARKING	2.25		
		00466 AMAZON MARKETPLACE	111-6879683-55	9/17/2019	OFFICE EQUIPMENT RETURN	-330.74	5,938.53	
54570	10/18/2019	00867 & INVESTIGATION SERVICES, 2019-10-008 RC		10/8/2019	PRE-EMPLOYMENT POLYGR	450.00	450.00	
54571	10/18/2019	00153 ALERTE SYSTEMS INC	A30715	9/19/2019	LINEAR MICROTHIN CLEAR	222.19	222.19	
54572	10/18/2019	00297 AT&T, ATT CALNET	000013709846	10/3/2019	PHONE SERV 09/03/19-10/02/	607.46	607.46	
54573	10/18/2019	00064 AT&T, ATT PAYMENT CENTER	960 461-1623	10/1/2019	PHONE SERV/09/01/19-09/30/	2,808.69	2,808.69	
54574	10/18/2019	00310 CHAIR-PROS	C19060109 DR-	8/27/2019	5 DISPATCH CHAIR W/ 5 YR V	8,260.25	8,260.25	
54575	10/18/2019	00019 CINTAS CORPORATION #427	4030669528	9/20/2019	CLEANING SERVICES FOR F'	109.32	109.32	
54576	10/18/2019	00225 COMMLINE INC	0176036-IN	10/2/2019	OUTSIDE TECH SVC-TOWER	48,894.20		
			0174769-IN	9/26/2019	OUTSIDE TECH SVC-TOWER	12,500.00	61,394.20	
54577	10/18/2019	00407 COSCO FIRE PROTECTION IN	1000413229	10/22/2018	5 YEAR SPRINKLER/ PREACT	3,200.00	3,200.00	
54578	10/18/2019	00078 COX, CHRISTOPHER	101519	10/15/2019	RETIREE MED PREM/NOV 20	675.22	675.22	
54579	10/18/2019	00449 DIGI-KEY ELECTRONICS 2465	70242966	10/8/2019	PARTS FOR VEHICLE OUTFIT	1,055.15	1,055.15	
54580	10/18/2019	00785 EXPERIAN	CD2006002601	9/27/2019	PRE-EMPLOYMENT CREDIT (12.60	12.60	
54581	10/18/2019	00008 FEDERAL SIGNAL CORP	7280981	8/23/2019	BILLABLE PARTS	1,908.38		
			7324751	10/11/2019	FEDERAL SIGNAL CORP BILL	1,278.50		
			7315730	10/2/2019	BILLABLE PARTS	834.82		
			7246255	7/16/2019	BILLABLE PARTS	631.95	4,653.65	

Bank : union UNION BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
54582	10/18/2019	00651	FRONTIER	7002Z664-S-192	10/5/2019	PHONE SERV/10/05/19-11/04/	515.97	
				3103752741011	10/1/2019	PHONE SERV 375-2741/ 10/1-	235.66	
				2090518701060	10/1/2019	PHONE SERV 051-8701/ 10/1-	92.37	
				2091505969092	10/1/2019	PHONE SERV 150-5969/ 10/1-	52.11	
				2091502447092	10/1/2019	PHONE SERV 150-2447/ 10/1-	47.97	
				2091505978113	10/1/2019	PHONE SERV 150-5978/ 10/1-	45.29	
				Y002Z665-S-192	10/5/2019	PHONE SERV/10/05/19-11/04/	45.04	
				2091510998020	10/1/2019	PHONE SERV 151-0998/ 10/1-	38.94	
				2091502446103	10/1/2019	PHONE SERV 150-2446/ 10/1-	38.94	
				2130381666083	10/10/2019	PHONE SERV 150-5978/10/10	29.91	1,142.20
54583	10/18/2019	00027	HAVIS INC.	IN602351	10/1/2019	BILLABLE PARTS	4,827.27	4,827.27
54584	10/18/2019	00798	HYDREX PEST CONTROL	299757	9/25/2019	PEST CONTROL SERVICES	75.00	
				302256	9/25/2019	PEST CONTROL SERVICES	59.00	134.00
54585	10/18/2019	00688	IKEY	136216	8/1/2019	VEHICLE OUTFITTING PARTS	3,980.00	3,980.00
54586	10/18/2019	00760	LAWLES ENTERPRISES, INC.	11298	10/4/2019	RECRUITMENT COSTS	4,000.00	
				11302	10/4/2019	RECRUITMENT COSTS	105.00	4,105.00
54587	10/18/2019	00442	LAWSON PRODUCTS, INC.	9307025382	9/17/2019	BILLABLE PARTS	399.12	
				9307057717	9/30/2019	BILLABLE PARTS	41.63	
				9307035767	9/20/2019	BILLABLE PARTS	39.16	
				9307046700	9/25/2019	BILLABLE PARTS	24.86	504.77
54588	10/18/2019	00822	MATRIX CONSULTING GROU	F19-22 #3	10/7/2019	COST ALLOCATION STUDY	10,100.00	10,100.00
54589	10/18/2019	00116	MEADORS, LATANYA	101519	10/15/2019	RETIREE MED PREM/NOV 20	486.57	486.57
54590	10/18/2019	00331	MITSUBISHI ELECTRIC INC	359684	10/1/2019	ANNUAL MAINTENANCE FOR	662.64	662.64
54591	10/18/2019	00047	MOTOROLA SOLUTIONS, INC.	16073637	10/1/2019	MOTOROLA SOLUTIONS, INC	33,876.85	33,876.85
54592	10/18/2019	00577	NEW LOOK AUTO DETAIL	2100	9/24/2019	VEHICLE MAINTENANCE AN	75.00	75.00
54593	10/18/2019	00819	OCCUPATIONAL HEALTH CEN	65627085	9/27/2019	PRE-EMPLOYMENT MEDIC/	358.00	358.00
54594	10/18/2019	00060	RIVERA, JOSE	101519	10/15/2019	RETIREE MED PREM/NOV 20	480.39	480.39
54595	10/18/2019	00144	SAXE-CLIFFORD PHD, SUSAN	19-1009-2	10/9/2019	PRE-EMPLOYMENT PSYCHO	800.00	800.00
54596	10/18/2019	00157	SECURE IDLE INC	10738	9/10/2019	PARTS FOR VEHICLE OUTFIT	310.10	
				10739	9/10/2019	PARTS FOR VEHICLE OUTFIT	210.60	
				10587	7/2/2019	PARTS FOR VEHICLE OUTFIT	112.35	633.05
54597	10/18/2019	00145	SETINA MFG CO INC	191316	10/4/2019	BILLABLE PARTS	9,824.16	
				191484	10/8/2019	BILLABLE PARTS	9,677.80	
				191317	10/4/2019	BILLABLE PARTS	1,405.76	20,907.72
54598	10/18/2019	00273	SHAW, LILLIAN	101519	10/15/2019	RETIREE MED PREM/NOV 20	441.50	441.50

Bank : union UNION BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
54599	10/18/2019	00463	SIGTRONICS	132197	8/14/2019	EMRCY INTERCOM 6 WAY & I	1,330.13	1,330.13
54600	10/18/2019	00069	SOUTHERN CALIFORNIA EDIS	2-03-672-6511	9/19/2019	ELEC SERV PUNTA/06/01/19-(859.91	
				2-19-337-1549	10/10/2019	ELEC SERV MBWT/08/30/19-1	201.51	1,061.42
54601	10/18/2019	00803	SPARKLETTS	18193479 10041	10/4/2019	WATER FILTRATION SYSTEM	40.00	40.00
54602	10/18/2019	00460	SPECTRUM BUSINESS	1133787100419	10/4/2019	SPECTRUM BUSINESS INTEF	1,900.00	1,900.00
54603	10/18/2019	00302	SPRINT	155018370-096	9/27/2019	DAC CHARGES/8-26 TO 9-25-	4,426.08	
				107177860-101	9/27/2019	WIRELESS MODEMS/8-24 TO	85.98	4,512.06
54604	10/18/2019	00126	STEVENS, DEBORAH	101519	10/15/2019	RETIREE MED PREM/NOV 20	611.75	611.75
54605	10/18/2019	00034	STEVENS, GARY	101519	10/15/2019	RETIREE MED PREM/NOV 20	609.50	609.50
54606	10/18/2019	00036	TALLEY INCORPORATED	10346039	10/9/2019	TALLEY INC BILLABLE PARTS	2,918.27	2,918.27
54607	10/18/2019	00038	TORRANCE ELECTRONICS	05000	9/30/2019	PARTS FOR VEHICLE OUTFIT	74.30	74.30
54608	10/18/2019	00501	ULINE	112908612	10/1/2019	ULINE ROLLING TOOLBOX	223.14	223.14
54609	10/18/2019	00046	UNITED PARCEL SERVICE	00005337W1399	9/28/2019	MONTHLY SHIPPING	57.02	57.02
54610	10/18/2019	00481	WAYTEK, INC.	2881287	9/17/2019	PARTS FOR VEHICLE OUTFIT	1,219.54	1,219.54
54611	10/18/2019	00063	WHELEN ENGINEERING CO.,	611717	9/27/2019	BILLABLE PARTS	2,602.34	
				612204	9/30/2019	BILLABLE PARTS	1,286.62	
				611726	9/27/2019	BILLABLE PARTS	700.53	
				599739	9/4/2019	WHELEN ENGINEERING CO B	141.56	
				612541	10/1/2019	BILLABLE PARTS	94.59	4,825.64
54612	10/18/2019	00735	XEROX FINANCIAL SERVICES	1814847	10/10/2019	MONTHLY LEASE E2B666894	1,022.75	1,022.75
Sub total for UNION BANK:							193,307.74	

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Final Check List
South Bay Regional PCA

Page: 1

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
20047	10/25/2019	00219	INTERNAL REVENUE SERVICE	Ben28513	10/25/2019	FEDERAL WITHHOLDING TAX	73,060.09	73,060.09
20048	10/25/2019	00223	EMPLOYMENT DEVEL DEPT	Ben28517	10/25/2019	STATE DISABILITY INSURANC	24,339.15	24,339.15
20049	10/25/2019	00222	STATE DISBURSEMENT UNIT	Ben28519	10/25/2019	SUPPORT: PAYMENT	184.62	184.62
20050	10/25/2019	00058	CALPERS	Ben28515	10/25/2019	PERS RETIREMENT: PAYMEN	35,791.25	35,791.25
54613	10/25/2019	00002	AFLAC	Ben28505	10/25/2019	AFLAC INSURANCE: PAYMEN	4,001.00	4,001.00
54614	10/25/2019	00217	CALIFORNIA TEAMSTERS UN	Ben28507	10/25/2019	UNION DUES TEAMSTERS: P	2,097.00	2,097.00
54615	10/25/2019	00218	CWA LOCAL 9400	Ben28511	10/25/2019	UNION DUES CWA: PAYMENT	257.97	257.97
54616	10/25/2019	00221	ICMA RETIREMENT TRUST	Ben28509	10/25/2019	DEFERRED COMPENSATION	17,139.85	17,139.85
Sub total for UNION BANK:							156,870.93	

D-3



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 19, 2019

ITEM NUMBER: D-3

TO: Executive Committee

FROM: Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: BUDGET PERFORMANCE REPORT – FY 2019-20 Q1

ATTACHMENTS:

1. Revenue Status Report
2. Expenditure Status Report

RECOMMENDATION

Staff recommends that the Executive Committee receive and file the Fiscal Year 2019-20 Budget Performance Report for the period July 1, 2019 through September 30, 2019.

DISCUSSION

Staff has analyzed the Authority's financial activities through September 30, 2019. The Authority has received 60% of its assessment revenues from its member cities and 50% of its assessment revenues from its contract cities (Attachment #1). These amounts conform to the terms of the Authority's Bylaws and its agreements with the contract cities.

As it relates to expenditures (Attachment #2), a total of \$3,132,643 has been expended from the Enterprise Fund, which represents 24.8% of the budget in the first quarter.

Expenses for salary and benefits accounted for 25.7% of their budgeted amounts, across all departments. However, this percentage also includes the CalPERS unfunded actuarial liability (UAL) lump sum payment of \$421,122 for fiscal year 2019-20. While previously paid on a monthly basis, the lump sum payment generated interest savings of approximately \$15,000 for the Authority. Additionally, the Authority's liability and workers' compensation insurance premiums for the entire fiscal year, totaling approximately \$300,000, were also paid in full during this period.

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
SALARY & BENEFITS					
Administration	\$ 1,112,580	\$ 254,934	\$ -	\$ 857,646	22.9%
Operations	7,990,433	2,047,165	-	5,943,268	25.6%
Technical Services	783,770	240,283	-	543,487	30.7%
Salary & Benefits Total	\$ 9,886,783	\$ 2,542,383	\$ -	\$ 7,344,400	25.7%
SUPPLIES, SERVICES & EQUIPMENT					
Administration	\$ 1,159,289	\$ 349,796	\$ 396,025	\$ 413,468	64.3%
Operations	259,528	28,907	12,699	217,922	16.0%
Technical Services	1,191,410	211,557	847,739	132,114	88.9%
Total	\$ 2,610,227	\$ 590,260	\$ 1,256,463	\$ 763,504	70.7%
Other-MB Appropriation	45,450	-	-	-	0.0%
Adjusted Total	\$ 2,655,678	\$ 590,260	\$ 1,256,463	\$ 763,504	69.5%
CAPITAL IMPROV. PROJECTS					
	\$ 125,000	\$ -	\$ -	\$ 125,000	0.0%
ENTERPRISE FUND TOTAL					
	\$ 12,622,010	\$ 3,132,643	\$ 1,256,463	\$ 8,232,904	34.8%
ENTERPRISE FUND ADJ. TOTAL	\$ 12,667,461	\$ 3,132,643	\$ 1,256,463	\$ 8,232,904	34.6%

FISCAL IMPACT

None.

D-3

Attachment 1

revstat.rpt
 11/07/2019 3:46PM
 Periods: 1 through 3

Revenue Status Report

Page: 1

South Bay Regional PCA
 7/1/2019 through 9/30/2019

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
10-50 Administration					
10-50-111 Administration					
10-50-111-4110 Gardena	2,391,301.00	1,434,780.60	1,434,780.60	956,520.40	60.00
10-50-111-4120 Hawthorne	3,359,598.00	2,015,758.80	2,015,758.80	1,343,839.20	60.00
10-50-111-4130 Manhattan Beach	1,703,280.00	1,021,968.00	1,021,968.00	681,312.00	60.00
10-50-111-4140 Hermosa Beach	975,208.00	487,604.20	487,604.20	487,603.80	50.00
10-50-111-4145 El Segundo	1,372,870.00	686,435.24	686,435.24	686,434.76	50.00
10-50-111-4146 Culver City Assessment	2,587,601.00	1,293,800.34	1,293,800.34	1,293,800.66	50.00
10-50-111-4150 El Camino Community College	790.00	0.00	0.00	790.00	0.00
10-50-111-4153 Medical Director Service/Manhattan Beach	27,000.00	0.00	0.00	27,000.00	0.00
10-50-111-4154 Medical Director Services/El Segundo	27,000.00	0.00	0.00	27,000.00	0.00
10-50-111-4210 Investment Earnings (LAIF)	50,000.00	0.00	0.00	50,000.00	0.00
10-50-111-4220 POST Reimbursements	600.00	0.00	0.00	600.00	0.00
10-50-111-4255 Unrealized Gain/Loss on Investments	0.00	-5,481.80	-5,481.80	5,481.80	0.00
10-50-111-4430 Other Miscellaneous Revenue	2,500.00	0.00	0.00	2,500.00	0.00
Total Administration	12,497,748.00	6,934,865.38	6,934,865.38	5,562,882.62	55.49
10-60 Operations					
10-60-211 Communications Center					
10-60-211-4215 DUI Reimbursement-Overtime	2,000.00	0.00	0.00	2,000.00	0.00
10-60-211-4435 Reimbursements Sprint Wireless	77,289.00	0.00	0.00	77,289.00	0.00
10-60-211-4440 Reimbursements/Verizon Wireless	15,229.00	0.00	0.00	15,229.00	0.00

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Periods: 1 through 3

Revenue Status Report

22 of 113
Page: 2

South Bay Regional PCA
7/1/2019 through 9/30/2019

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
10-60-211-4460 Pink Patch Project	0.00	250.00	250.00	-250.00	0.00
Total Operations	94,518.00	250.00	250.00	94,268.00	0.26
10-70 Technical Services					
10-70-311 Technical Services					
10-70-311-4310 Labor-Installation-Member	0.00	125.00	125.00	-125.00	0.00
10-70-311-4340 Labor-Repairs-Non Member	0.00	435.68	435.68	-435.68	0.00
10-70-311-4360 Reimbursements for Billable Parts	600,000.00	113,428.66	113,428.66	486,571.34	18.90
10-70-311-4370 Reimbursements for GST Software	50,000.00	0.00	0.00	50,000.00	0.00
Total Technical Services	650,000.00	113,989.34	113,989.34	536,010.66	17.54
Total SBRPCA Enterprise Fund	13,242,266.00	7,049,104.72	7,049,104.72	6,193,161.28	53.23

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11/07/2019 3:46PM
Periods: 1 through 3

Revenue Status Report

23 of 113
Page: 3

South Bay Regional PCA
7/1/2019 through 9/30/2019

20 Grant Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
20-80 Capital Infrastructure Projects					
20-80-433 Consulting/Vector Resources					
20-80-433-4270 Grant Reimb/P25 Comm Repeater Migration	0.00	-41,643.99	-41,643.99	41,643.99	0.00
Total Grant Fund	0.00	-41,643.99	-41,643.99	41,643.99	0.00
 Grand Total	 13,242,266.00	 7,007,460.73	 7,007,460.73	 6,234,805.27	 52.92

D-3

Attachment 2

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Periods: 1 through 3

Expenditure Status Report

Page: 1

South Bay Regional PCA
7/1/2019 through 9/30/2019

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
50 Administration						
50-100 Administration						
50-100-5000 Expenditures						
50-111-5101 Salaries (Full-Time)	754,504.00	164,951.41	164,951.41	0.00	589,552.59	21.86
50-111-5107 Merit Pay	2,150.00	0.00	0.00	0.00	2,150.00	0.00
50-111-5108 Sick Leave Payoff	21,501.00	0.00	0.00	0.00	21,501.00	0.00
50-111-5109 Vacation Leave Payoff	35,095.00	0.00	0.00	0.00	35,095.00	0.00
50-111-5112 Other Pay	7,200.00	0.00	0.00	0.00	7,200.00	0.00
50-111-5201 Medical Insurance	93,161.00	15,676.64	15,676.64	0.00	77,484.36	16.83
50-111-5202 Dental Insurance	6,968.00	1,593.03	1,593.03	0.00	5,374.97	22.86
50-111-5203 Vision Insurance	2,256.00	461.01	461.01	0.00	1,794.99	20.43
50-111-5204 Life Insurance	832.00	165.00	165.00	0.00	667.00	19.83
50-111-5205 Medicare	13,727.00	2,426.75	2,426.75	0.00	11,300.25	17.68
50-111-5207 Workers' Compensation	12,533.00	9,750.04	9,750.04	0.00	2,782.96	77.79
50-111-5208 PERS Contributions	119,629.00	16,749.58	16,749.58	0.00	102,879.42	14.00
50-111-5209 Retirees' Medical Insurance	15,524.00	1,366.35	1,366.35	0.00	14,157.65	8.80
50-111-5212 Deferred Comp Matching Benefit	27,500.00	8,224.98	8,224.98	0.00	19,275.02	29.91
50-111-5219 PERS Contributions-UAL	0.00	33,569.32	33,569.32	0.00	-33,569.32	0.00
50-111-5301 Communications Contract Services	49,000.00	6,199.40	6,199.40	0.00	42,800.60	12.65
50-111-5302 Computer Contract Services/CAD-Tiburón	55,000.00	0.00	0.00	86,350.00	-31,350.00	157.00
50-111-5304 Accounting/Auditing Services	33,000.00	1,050.00	1,050.00	19,550.00	12,400.00	62.42
50-111-5305 Legal Services	147,121.20	12,698.49	12,698.49	68,238.71	66,184.00	55.01
50-111-5306 Recruitment Costs	68,610.00	11,745.95	11,745.95	51,974.00	4,890.05	92.87
50-111-5307 Software Maintenance Services	69,762.00	18,178.54	18,178.54	12,572.71	39,010.75	44.08
50-111-5308 Banking Services (Fees)	6,000.00	1,068.96	1,068.96	0.00	4,931.04	17.82
50-111-5309 Online/Website Maintenance Services	5,000.00	0.00	0.00	0.00	5,000.00	0.00
50-111-5312 Medical Director Services/Paramedics	54,000.00	9,666.66	9,666.66	44,333.34	0.00	100.00
50-111-5313 Temporary Staffing Services	125,100.00	26,610.00	26,610.00	53,290.00	45,200.00	63.87
50-111-5401 Memberships & Dues	390.00	131.20	131.20	0.00	258.80	33.64
50-111-5402 Publications	350.00	0.00	0.00	0.00	350.00	0.00

Page: 1

Expenditure Status Report

South Bay Regional PCA
 7/1/2019 through 9/30/2019

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>Prct Used</i>
50-111-5403 Conferences, Meetings & Travel	13,680.00	608.75	608.75	0.00	13,071.25	4.45
50-111-5404 Employee Services/EC-BOD	1,000.00	845.27	845.27	0.00	154.73	84.53
50-111-5407 Tuition Reimbursement	2,000.00	0.00	0.00	0.00	2,000.00	0.00
50-111-5501 Office Supplies	9,000.00	7,878.94	7,878.94	0.00	1,121.06	87.54
50-111-5502 Miscellaneous Supplies	1,100.00	5.80	5.80	0.00	1,094.20	0.53
50-111-5504 Vending Machine Supplies	0.00	239.84	239.84	0.00	-239.84	0.00
50-111-5507 Postage	1,600.00	324.49	324.49	1,149.01	126.50	92.09
50-111-5509 Reproduction	1,500.00	0.00	0.00	0.00	1,500.00	0.00
50-111-5511 Office Equipment Lease	15,750.00	3,580.33	3,580.33	11,521.39	648.28	95.88
50-111-5513 General Liability Insurance Premium	210,826.00	167,150.40	167,150.40	0.00	43,675.60	79.28
50-111-5517 Vehicle Operations	2,000.00	0.00	0.00	0.00	2,000.00	0.00
50-111-5601 Telephone - Administration	15,000.00	1,301.71	1,301.71	0.00	13,698.29	8.68
50-111-5701 Maintenance - HQ	139,400.00	52,618.19	52,618.19	47,045.80	39,736.01	71.49
50-111-5703 Electricity - HQ	106,700.00	0.00	0.00	0.00	106,700.00	0.00
50-111-5704 Electricity - Grandview	2,200.00	24,217.83	24,217.83	0.00	-22,017.83	1,100.81
50-111-5705 Electricity - Punta Place	6,600.00	811.68	811.68	0.00	5,788.32	12.30
50-111-5706 Gas - HQ	11,000.00	1,182.47	1,182.47	0.00	9,817.53	10.75
50-111-5707 Water - HQ	3,850.00	594.83	594.83	0.00	3,255.17	15.45
50-111-5715 Electricity-MB Water Tower	2,750.00	983.98	983.98	0.00	1,766.02	35.78
50-111-5820 Other Equipment	0.00	102.62	102.62	0.00	-102.62	0.00
Total Administration	2,271,869.20	604,730.44	604,730.44	396,024.96	1,271,113.80	44.05
60 Operations						
60-200 Operations						
60-200-5000 Expenditures						
60-211-5101 Salaries (Full-Time)	5,311,530.00	965,991.11	965,991.11	0.00	4,345,538.89	18.19
60-211-5102 Salaries (Part-Time)	0.00	16,479.87	16,479.87	0.00	-16,479.87	0.00
60-211-5103 Overtime	385,000.00	293,017.06	293,017.06	0.00	91,982.94	76.11
60-211-5104 Acting Pay	10,000.00	4,549.77	4,549.77	0.00	5,450.23	45.50
60-211-5105 Bilingual Pay	8,400.00	1,200.00	1,200.00	0.00	7,200.00	14.29
60-211-5107 Merit Pay	0.00	63,000.00	63,000.00	0.00	-63,000.00	0.00
60-211-5108 Sick Leave Payoff	106,313.00	0.00	0.00	0.00	106,313.00	0.00

Expenditure Status Report

South Bay Regional PCA
7/1/2019 through 9/30/2019

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>Prct Used</i>
60-211-5109 Vacation Leave Payoff	63,217.00	3,314.77	3,314.77	0.00	59,902.23	5.24
60-211-5110 Training Pay	15,000.00	3,503.77	3,503.77	0.00	11,496.23	23.36
60-211-5114 Holiday Payoff	100,000.00	0.00	0.00	0.00	100,000.00	0.00
60-211-5115 Education Incentive Pay	132,406.00	23,311.14	23,311.14	0.00	109,094.86	17.61
60-211-5116 Overtime - Ridealongs with Member Cities	10,000.00	0.00	0.00	0.00	10,000.00	0.00
60-211-5201 Medical Insurance	637,435.00	112,639.35	112,639.35	0.00	524,795.65	17.67
60-211-5202 Dental Insurance	47,968.00	8,178.06	8,178.06	0.00	39,789.94	17.05
60-211-5203 Vision Insurance	18,699.00	3,500.34	3,500.34	0.00	15,198.66	18.72
60-211-5204 Life Insurance	8,455.00	1,628.00	1,628.00	0.00	6,827.00	19.25
60-211-5205 Medicare	84,939.00	19,777.52	19,777.52	0.00	65,161.48	23.28
60-211-5206 Unemployment Insurance	6,713.00	49.00	49.00	0.00	6,664.00	0.73
60-211-5207 Workers' Compensation	58,372.00	45,409.69	45,409.69	0.00	12,962.31	77.79
60-211-5208 PERS Contributions	922,296.00	117,019.75	117,019.75	0.00	805,276.25	12.69
60-211-5209 Retirees' Medical Insurance	62,800.00	9,361.62	9,361.62	0.00	53,438.38	14.91
60-211-5211 Social Security	890.00	0.00	0.00	0.00	890.00	0.00
60-211-5219 PERS Contributions-UAL	0.00	355,234.46	355,234.46	0.00	-355,234.46	0.00
60-211-5401 Memberships & Dues	2,830.00	0.00	0.00	0.00	2,830.00	0.00
60-211-5402 Publications	1,710.00	0.00	0.00	0.00	1,710.00	0.00
60-211-5403 Conferences, Meetings & Travel	24,155.00	198.15	198.15	5,397.00	18,559.85	23.16
60-211-5404 Employee Services/EC-BOD	2,500.00	0.00	0.00	0.00	2,500.00	0.00
60-211-5405 Employee Awards	500.00	0.00	0.00	0.00	500.00	0.00
60-211-5406 POST Training	23,815.00	0.00	0.00	0.00	23,815.00	0.00
60-211-5407 Tuition Reimbursement	18,000.00	251.00	251.00	0.00	17,749.00	1.39
60-211-5506 Uniforms/Safety Equipment	8,000.00	663.80	663.80	7,301.80	34.40	99.57
60-211-5509 Reproduction	500.00	0.00	0.00	0.00	500.00	0.00
60-211-5603 Telephone - El Segundo	3,000.00	201.20	201.20	0.00	2,798.80	6.71
60-211-5604 Telephone - Gardena	5,000.00	118.65	118.65	0.00	4,881.35	2.37
60-211-5606 Telephone - Hawthorne	6,000.00	1,815.06	1,815.06	0.00	4,184.94	30.25
60-211-5607 Telephone - Hermosa Beach	25,000.00	6,548.76	6,548.76	0.00	18,451.24	26.20
60-211-5608 Telephone - Manhattan Beach	8,000.00	850.71	850.71	0.00	7,149.29	10.63
60-211-5611 Telephone - Punta Place	5,500.00	1,014.57	1,014.57	0.00	4,485.43	18.45
60-211-5612 Telephone - RCC	12,000.00	1,001.08	1,001.08	0.00	10,998.92	8.34
60-211-5613 Sprint Wireless Reimbursable	77,289.00	9,205.78	9,205.78	0.00	68,083.22	11.91
60-211-5614 Verizon Wireless Reimbursable	15,229.00	6,617.60	6,617.60	0.00	8,611.40	43.45

Expenditure Status Report

South Bay Regional PCA
 7/1/2019 through 9/30/2019

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>Prct Used</i>
60-211-5615 Telephone - Culver City	5,500.00	420.90	420.90	0.00	5,079.10	7.65
60-211-5820 Other Equipment	15,000.00	0.00	0.00	0.00	15,000.00	0.00
Total Operations	8,249,961.00	2,076,072.54	2,076,072.54	12,698.80	6,161,189.66	25.32
70 Technical Services						
70-300 Technical Services						
70-300-5000 Expenditures						
70-311-5101 Salaries (Full-Time)	485,506.00	103,505.04	103,505.04	0.00	382,000.96	21.32
70-311-5103 Overtime	5,000.00	986.93	986.93	0.00	4,013.07	19.74
70-311-5107 Merit Pay	1,500.00	7,806.00	7,806.00	0.00	-6,306.00	520.40
70-311-5108 Sick Leave Payoff	17,780.00	0.00	0.00	0.00	17,780.00	0.00
70-311-5109 Vacation Leave Payoff	14,386.00	0.00	0.00	0.00	14,386.00	0.00
70-311-5201 Medical Insurance	47,863.00	11,075.01	11,075.01	0.00	36,787.99	23.14
70-311-5202 Dental Insurance	2,940.00	700.11	700.11	0.00	2,239.89	23.81
70-311-5203 Vision Insurance	1,406.00	334.77	334.77	0.00	1,071.23	23.81
70-311-5204 Life Insurance	693.00	165.00	165.00	0.00	528.00	23.81
70-311-5205 Medicare	7,267.00	1,672.97	1,672.97	0.00	5,594.03	23.02
70-311-5207 Workers' Compensation	83,933.00	65,294.27	65,294.27	0.00	18,638.73	77.79
70-311-5208 PERS Contributions	82,721.00	11,852.65	11,852.65	0.00	70,868.35	14.33
70-311-5209 Retirees' Medical Insurance	32,775.00	4,572.47	4,572.47	0.00	28,202.53	13.95
70-311-5219 PERS Contributions-UAL	0.00	32,318.22	32,318.22	0.00	-32,318.22	0.00
70-311-5302 Computer Contract Services/CAD-Tiburon	145,000.00	0.00	0.00	196,150.00	-51,150.00	135.28
70-311-5311 GST Software Reimbursable	52,692.00	26,346.00	26,346.00	26,346.00	0.00	100.00
70-311-5403 Conferences, Meetings & Travel	2,650.00	0.00	0.00	0.00	2,650.00	0.00
70-311-5503 General Technical Supplies	7,500.00	192.93	192.93	0.00	7,307.07	2.57
70-311-5506 Uniforms/Safety Equipment	3,500.00	0.00	0.00	0.00	3,500.00	0.00
70-311-5508 Shipping Costs	1,200.00	-30.24	-30.24	975.07	255.17	78.74
70-311-5514 Parts - Billing	597,308.00	127,803.72	127,803.72	449,812.54	19,691.74	96.70
70-311-5516 Install Wire, Loom & Hardware	38,800.00	0.00	0.00	0.00	38,800.00	0.00
70-311-5517 Vehicle Operations	4,500.00	1,016.83	1,016.83	1,700.00	1,783.17	60.37
70-311-5520 Equipment Repair	5,000.00	0.00	0.00	0.00	5,000.00	0.00
70-311-5521 Outside Technical Serv-Towers & Equip	325,000.00	56,089.85	56,089.85	164,495.15	104,415.00	67.87

Expenditure Status Report

South Bay Regional PCA
7/1/2019 through 9/30/2019

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
70-311-5810 Office Equipment	8,260.25	0.00	0.00	8,260.25	0.00	100.00
70-311-5820 Other Equipment	0.00	137.75	137.75	0.00	-137.75	0.00
Total Technical Services	1,975,180.25	451,840.28	451,840.28	847,739.01	675,600.96	65.80
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
80-436-5901 CIP Exp-MB Allocation	45,450.18	0.00	0.00	0.00	45,450.18	0.00
80-454-5901 CIP Expenditures-IT Infrastructure/Equip	125,000.00	0.00	0.00	0.00	125,000.00	0.00
Total Expenditures	170,450.18	0.00	0.00	0.00	170,450.18	0.00
Total CIP	170,450.18	0.00	0.00	0.00	170,450.18	0.00
Total Capital Infrastructure Projects	170,450.18	0.00	0.00	0.00	170,450.18	0.00
Total SBRPCA Enterprise Fund	12,667,460.63	3,132,643.26	3,132,643.26	1,256,462.77	8,278,354.60	34.65

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Expenditure Status Report

30 of 113
Page: 6

South Bay Regional PCA
7/1/2019 through 9/30/2019

20 Grant Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
Total Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total	12,667,460.63	3,132,643.26	3,132,643.26	1,256,462.77	8,278,354.60	34.65

D-4



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 19, 2019

ITEM NUMBER: D-4

TO: Executive Committee

FROM: John Krok, Administrative Services Manager *JK*

SUBJECT: APPROVE A PURCHASE ORDER IN THE AMOUNT OF \$130,000 TO COMMLINE, INC. FOR AVTEC SCOUT CARE SOFTWARE MAINTENANCE SERVICES; AND

APPROVAL OF AN OPERATING BUDGET TRANSFER IN THE AMOUNT OF \$65,000 FROM THE SALARIES & BENEFITS CATEGORY TO THE SUPPLIES & SERVICES CATEGORY OF THE ADOPTED FISCAL YEAR 2019-2020 BUDGET TO ASSIST WITH FUNDING THIS PURCHASE

ATTACHMENT: None

RECOMMENDATION

Staff recommends that the Executive Committee approve a purchase order to Commline, Inc. for Avtec Scout Care maintenance services and approve an operating budget transfer in the amount of \$65,000 from the Salaries & Benefits Category to the Supplies & Services Category of the adopted Fiscal Year 2019-2020 budget for this purchase.

DISCUSSION

The Authority utilizes Avtec Scout radio system technology at the dispatch consoles in the Communications Center. Commline, Inc. manages the hardware and software maintenance services for this system and procures the Scout Care software licenses necessary to keep the system updated and secure.

The annual cost for the Scout Care software maintenance services is \$65,000. However, due to a delay in the first year of billing for these maintenance services, the amounts due for 2019 and 2020 both need to be paid in FY 2019-2020. While funds for the 2019 expense were included in the FY 2018-2019 budget, they were not carried over

into FY 2019-2020. In future years, the Authority will only pay for one year of maintenance each fiscal year.

FISCAL IMPACT

None. Funding for the 2020 services are included in the FY 2019-2020 budget. Funding for the portion of the purchase related to 2019 will come from accrued salary savings in the FY 2019-2020 budget.

F-1



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 19, 2019

ITEM NUMBER: F-1

TO: Executive Committee

FROM: Erick B. Lee, Executive Director

SUBJECT: COMPENSATION PLAN FOR PART-TIME COMMUNICATIONS OPERATORS; AND
 COMPENSATION PLAN FOR PART-TIME ADMINISTRATIVE EMPLOYEES; AND
 RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING A LOOK-BACK SAFE HARBOR POLICY;

ATTACHMENTS:

1. Compensation Plan for Part-Time Communications Operators
2. Compensation Plan for Part-Time Administrative Employees
3. Resolution

RECOMMENDATION

Staff recommends that the Executive Committee approve the Compensation Plan for Part-Time Communications Operators, approve the Compensation Plan for Part-Time Administrative Employees, and adopt the resolution establishing a Look-Back Safe Harbor Policy.

DISCUSSION

The Authority currently employs a handful of part-time Communications Operators. Additionally, staff has identified the need to occasionally hire part-time Administrative Interns and Office Assistants. Such employees would be provided the opportunity to learn about local government and the Authority's regional context while performing entry-level duties and assignments.

Compensation Plans

The proposed compensation plans will provide authority and an updated framework for the employment and compensation of part-time employees. Among other items, the plans specify:

- The at-will nature of part-time employment with the Authority
- Hourly rates for each classification
- Merit increases and movement through the salary range
- Health insurance eligibility and Authority contributions under the Public Employees' Medical & Hospital Care Act ("PEMHCA") and the Affordable Care Act ("ACA")
- Sick leave accruals in compliance with state law
- Retirement benefits for eligible employees

Look-Back Safe Harbor Policy

In conjunction with the approval of the compensation plans, staff recommends the adoption of a Look-Back Safe Harbor Policy. This policy will provide guidance to staff in administering benefits associated with part-time employees and help to determine if and when a part-time employee covered by one of the compensation plans is eligible for health insurance coverage under PEMHCA or the ACA.

The Authority is considered an "applicable large employer" for the purposes of the Shared Responsibility Provisions of the ACA. The Authority is also considered an "applicable large employer" for the purposes of Section 6056 to Title 26 of the United States Code and, therefore, is subject to the reporting requirements referenced therein. The ACA requires the Authority to report the identity of, number of, and coverage offered to, full-time employees (as defined by the ACA), subject to certain potential alternative reporting.

This Look-Back Safe Harbor Policy ("Policy") establishes the "Look Back Measurement Method Safe Harbor" ("Look Back Safe Harbor") under the ACA. This Policy only applies to the extent a plan, contract or different policy that covers the employee references this Policy to determine the employee's eligibility for coverage. This Policy also sets forth the Affordability Safe Harbors to determine affordability of coverage offered, if any, for purposes of the Employer Mandate and/or the ACA reporting requirements.

FISCAL IMPACT

None at this time. The Authority does not currently budget for part-time employees' salaries and benefits. Part-time Communications Operators work on an hourly basis to fill vacant shifts and assist with fulfilling minimum staffing requirements caused by vacancies in fully funded, full-time positions. Thus, their costs are offset by the salary savings from vacant positions. Part-time administrative employees would only be hired if sufficient budget was available and then in accordance with the Budgetary Policy established by the Executive Committee (Resolution No. 321).

F-1

Attachment 1

**COMPENSATION PLAN
FOR PART-TIME COMMUNICATIONS OPERATORS
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS
AUTHORITY**

Effective November 20, 2019

1. EMPLOYEES COVERED BY THIS PLAN

This Compensation Plan covers Part-Time Communications Operators employed by the Authority.

2. EXECUTIVE DIRECTOR RESPONSIBILITIES AND AUTHORITY

The Executive Director is responsible for the administration and implementation of this Compensation Plan, but may delegate such responsibility as appropriate.

3. PART-TIME EMPLOYEE CATEGORIES

For purposes of this Compensation Plan, part-time employees shall be categorized as follows:

A. Regular Part-Time Employees: Employees exempt from the classified service who have been appointed to work 30 hours or more per week on average.

B. Hourly Employees: Employee exempt from the classified service who have been appointed to work fewer than 1,000 hours per fiscal year.

4. AT-WILL STATUS

Both Regular Part-Time Employees and Hourly Employees are at-will, serve at the pleasure of the Authority, and may be terminated at any time, with or without cause.

5. WAGES

a. Parity with Full-Time Employees

The rates provided in the salary schedule then in effect for full-time Communications Operators (up to and no higher than Step E) shall apply on an hourly basis to employees covered by this Compensation Plan. If an hourly rate is not provided in the applicable salary schedule, the hourly rate shall be computed appropriately.

b. Hourly Rate at Appointment

Generally, part-time appointments are made at the first step of the applicable salary series. At the discretion of the Executive Director, appointments may be made at a higher salary step.

c. Merit Increases

A Regular Part-Time Employee shall be eligible for a merit increase effective on each anniversary date, provided the employee received an overall rating of

satisfactory or better on the most recent performance evaluation and is not already at the highest hourly rate for his/her classification.

An Hourly Employee shall be eligible for a merit increase upon the completion of 500 hours actually worked, provided that the employee received an overall rating of satisfactory or better on the most recent performance evaluation and is not already at the highest hourly rate for his/her classification.

6. HEALTH INSURANCE

Employees and annuitants eligible under the Public Employees' Medical & Hospital Care Act (PEMHCA) may elect medical coverage under an Authority-sponsored plan. Employees may do so within 60 calendar days after the start of employment or, if not eligible at the start of employment, then within 60 calendar days of the notice of eligibility. Consistent with Government Code section 22772, subdivision (a)(6), an employee who is not otherwise eligible for coverage under PEMHCA shall be eligible if determined to be a "full-time employee" under the Authority's Look-Back Safe Harbor Policy (attached hereto as "Attachment A"), in which case the Authority will complete a written designation extending eligibility to the employee. The Look-Back Safe Harbor Policy shall also apply for reporting under the Affordable Care Act.

For eligible employees and annuitants, the Authority contribution shall be the higher of: (1) the minimum amount required under the Affordable Care Act "Rate of Pay Safe Harbor" based on the lowest hourly rate for any classification covered by this Plan, and (2) the amount required under Government Code section 22892, subdivision (b), as adjusted annually.

7. SICK LEAVE

Part-time employees shall accrue sick leave at the rate of one hour for every 30 hours worked. A newly hired part-time employee becomes eligible for sick leave accrual on the 30th day of employment, at which time the employee shall be treated as having accrued sick leave since commencing employment. Sick leave may be used beginning on the 90th day of employment. Thereafter, sick leave may be used as it accrues.

Up to 24 hours of accrued sick leave may be carried over from year to year.

8. UNPAID LEAVE

The Authority will endeavor to grant requests for unpaid leave under appropriate circumstances. However, given the operational needs of the Authority, except as

required by law, there is no guarantee of job reinstatement following the leave period or that the employee's work schedule or job location will remain the same.

9. JURY DUTY

Part-time employees shall not be compensated for jury duty service.

10. UNIFORMS

Uniformed personnel shall receive uniforms at the Authority's expense. Uniforms shall be the property of the Authority. The Authority shall replace damaged or worn out uniform pieces, as necessary.

11. HOURS

The hours of work for part-time employees may vary and shall be determined by the department manager or Executive Director.

12. REST PERIODS AND MEAL TIMES

The Authority shall schedule each employee breaks and meal periods pursuant to the following guidelines:

Consecutive Work Hours	Rest/M Meal Periods
Fewer than 6	None
6 or more	One 15-minute break
8 or more	One 15-minute break and one 30-minute meal period
12 or more	Two 15-minute breaks and one 30-minute meal period
16 or more	Three 15-minute breaks and one 30-minute meal period

Employees must remain on-site during their break and meal periods. The Authority must respond to emergency situations, and when an emergency occurs as determined by the Authority, the above-stated periods may be canceled without advance notice. Rest and meal periods are paid as time worked and will be scheduled by the Authority.

13. RETIREMENT

The Authority has a contract with the California Public Employees' Retirement System (CalPERS) which covers eligible employees.

- (a) For employees hired prior to October 25, 2011, the applicable benefit formula is two percent (2%) at fifty-five (55) based on the employee's single

highest year. These employees will contribute the full seven percent (7%) of their salary, including special pays, toward the employee's contribution.

(b) For employees hired after October 25, 2011 and before January 1, 2013, the applicable benefit formula is two percent (2%) at sixty (60), based on the employees' three (3) highest consecutive years. These employees will also contribute the full seven percent (7%) of their salary, including special pays, toward the employee's contribution.

(c) For all "new members" beginning January 1, 2013, the applicable benefit formula is 2% at 62. A "new member" is defined under Gov. Code, § 7522.04, subdivision (f). These employees shall contribute 50% of normal cost as determined by CalPERS.

14. TERM

This Compensation Plan shall be effective November 20, 2019 and shall remain in effect unless modified, suspended, or revoked by the Executive Committee.

F-1

Attachment 2

**COMPENSATION PLAN
FOR PART-TIME ADMINISTRATIVE EMPLOYEES
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS
AUTHORITY**

Effective November 20, 2019

1. EMPLOYEES COVERED BY THIS PLAN

This Compensation Plan covers Office Assistants and Administrative Interns employed by the Authority, all of whom are considered part-time employees under this Compensation Plan.

2. EXECUTIVE DIRECTOR RESPONSIBILITIES AND AUTHORITY

The Executive Director is responsible for the administration and implementation of this Compensation Plan, but may delegate such responsibility as appropriate.

3. PART-TIME EMPLOYEE CATEGORIES

For purposes of this Compensation Plan, employees shall be categorized as follows:

A. Regular Part-Time Employees: Employees exempt from the classified service who have been appointed to work 30 hours or more per week on average.

B. Hourly Employees: Employee exempt from the classified service who have been appointed to work fewer than 1,000 hours per fiscal year.

4. AT-WILL STATUS

Both Regular Part-Time Employees and Hourly Employees are at-will, serve at the pleasure of the Authority, and may be terminated at any time, with or without cause.

5. WAGES

a. Hourly Rates

Hourly rates for the classifications covered by this Compensation Plan shall be as follows:

Job Classification	Hourly Rates		
	Step A	Step B	Step C
Administrative Intern	\$15.0000	\$16.5000	\$18.1500
Office Assistant	\$18.0000	\$19.8000	\$21.7800

b. Hourly Rate at Appointment

Generally, part-time appointments are made at the first step of the applicable hourly rate series. At the discretion of the Executive Director, appointments may be made at a higher step.

c. Merit Increases

A Regular Part-Time Employee shall be eligible for a merit increase effective on each anniversary date, provided the employee received an overall rating of satisfactory or better on the most recent performance evaluation and is not already at the highest hourly rate for his/her classification.

An Hourly Employee shall be eligible for a merit increase upon the completion of 500 hours actually worked, provided that the employee received an overall rating of satisfactory or better on the most recent performance evaluation and is not already at the highest hourly rate for his/her classification.

d. Advancement

An employee who advances to a higher classification shall be placed at a step corresponding to an hourly rate that is at least 5% greater than the employee's rate in the prior classification. If no step for the new classification meets this criterion, the employee shall be placed in the highest step for the new classification.

6. HEALTH INSURANCE

Employees and annuitants eligible under the Public Employees' Medical & Hospital Care Act (PEMHCA) may elect medical coverage under an Authority-sponsored plan. Employees may do so within 60 calendar days after the start of employment or, if not eligible at the start of employment, then within 60 calendar days of the notice of eligibility. Consistent with Government Code section 22772, subdivision (a)(6), an employee who is not otherwise eligible for coverage under PEMHCA shall be eligible if determined to be a "full-time employee" under the Authority's Look-Back Safe Harbor Policy (attached hereto as "Attachment A"), in which case the Authority will complete a written designation extending eligibility to the employee. The Look-Back Safe Harbor Policy shall also apply for reporting under the Affordable Care Act.

For eligible employees and annuitants, the Authority contribution shall be the higher of: (1) the minimum amount required under the Affordable Care Act "Rate of Pay Safe Harbor" based on the lowest hourly rate for any classification covered by this Plan, and (2) the amount required under Government Code section 22892, subdivision (b), as adjusted annually.

7. SICK LEAVE

Part-time employees shall accrue sick leave at the rate of one hour for every 30 hours worked. A newly hired part-time employee becomes eligible for sick leave accrual on the 30th day of employment, at which time the employee shall be

treated as having accrued sick leave since commencing employment. Sick leave may be used beginning on the 90th day of employment. Thereafter, sick leave may be used as it accrues.

Up to 24 hours of accrued sick leave may be carried over from year to year.

8. UNPAID LEAVE

The Authority will endeavor to grant requests for unpaid leave under appropriate circumstances. However, given the operational needs of the Authority, except as required by law, there is no guarantee of job reinstatement following the leave period or that the employee's work schedule or job location will remain the same.

9. JURY DUTY

Part-time employees shall not be compensated for jury duty service.

10. HOURS

The hours of work for part-time employees may vary and shall be determined by the department manager or Executive Director.

11. REST PERIODS AND MEAL TIMES

The Authority shall schedule each employee breaks and meal periods pursuant to the following guidelines:

Rest periods may be provided at the discretion of the Authority (generally for 10 minutes, unless communicated otherwise). If provided, rest periods shall be at the rate indicated in the table below. Rest periods are paid as time worked and will be scheduled by the Authority. The Authority may require employees to remain on the premises during the rest period.

Consecutive Work Hours	Rest Periods
0-3.5	0
3.6-6.0	1
6.1-10.0	2

In addition, a half-hour unpaid meal period will be provided after five consecutive work hours (including any rest period(s)), unless six hours of work will complete the day's work and the employee voluntarily elects to forego the meal period. Meal periods will be uncompensated by the Authority.

12. RETIREMENT

The Authority has a contract with the California Public Employees' Retirement System (CalPERS) which covers eligible employees.

(a) For eligible employees hired prior to October 25, 2011, the applicable benefit formula is two percent (2%) at fifty-five (55) based on the employee's single highest year. These employees will contribute the full seven percent (7%) of their salary, including special pays, toward the employee's contribution.

(b) For eligible employees hired after October 25, 2011 and before January 1, 2013, the applicable benefit formula is two percent (2%) at sixty (60), based on the employees' three (3) highest consecutive years. These employees will also contribute the full seven percent (7%) of their salary, including special pays, toward the employee's contribution.

(c) For all "new members" beginning January 1, 2013, the applicable benefit formula is 2% at 62. A "new member" is defined under Gov. Code, § 7522.04, subdivision (f). These employees shall contribute 50% of normal cost as determined by CalPERS.

13. TERM

This Compensation Plan shall be effective November 20, 2019 and shall remain in effect unless modified, suspended, or revoked by the Executive Committee.

F-1

Attachment 3

RESOLUTION NO. _____**RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING A LOOK-BACK SAFE HARBOR POLICY**

WHEREAS, the South Bay Regional Public Communications Authority (“Authority”) is considered an “applicable large employer” for the purposes of the Shared Responsibility Provisions (Section 4980H to Title 26 of the United States Code, the Internal Revenue Code) of the Patient Protection and Affordable Care Act (“ACA”).

WHEREAS, the Authority is also considered an “applicable large employer” for the purposes of Section 6056 to Title 26 of the United States Code and, therefore, is subject to the reporting requirements referenced therein.

WHEREAS, the Internal Revenue Service (“IRS”) may assess a penalty on the Authority when any full-time employee receives a premium tax credit through Covered California, if (1) it fails to offer “substantially all” of its full-time employees (and their dependents) the opportunity to enroll in minimum essential coverage or (2) it offers coverage to “substantially all” of its full-time employees (and their dependents), but that coverage is either “unaffordable” or does not provide “minimum value.” (“Employer Mandate”).

WHEREAS, the ACA requires the Authority to report the identity of, number of, and coverage offered to, full-time employees (as defined by the ACA), subject to certain potential alternative reporting.

WHEREAS, the Executive Committee desires to adopt a Look-Back Safe Harbor Policy (“Policy”) that establishes the “Look Back Measurement Method Safe Harbor” (“Look Back Safe Harbor”) under the ACA. This Policy only applies to the extent a plan, contract or different policy that covers the employee references this Policy to determine the employee’s eligibility for coverage.

WHEREAS, this Policy also sets forth the Affordability Safe Harbors to determine affordability of coverage offered, if any, for purposes of the Employer Mandate and/or the ACA reporting requirements.

NOW, THEREFORE, BE IT RESOLVED by the Executive Committee of the South Bay Regional Public Communications Authority that:

1. The Look-Back Safe Harbor Policy attached hereto as Exhibit “A” is adopted.
2. The Executive Director is hereby directed to administer this policy.

Passed, approved, and adopted in a meeting held on the 19th day of November, 2019 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Bruce Moe, Chair
Executive Committee

Erick B. Lee, Secretary
Executive Committee

EXHIBIT A

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY LOOK-BACK SAFE HARBOR POLICY

EFFECTIVE: November 20, 2019

PURPOSE:

The South Bay Regional Public Communications Authority (“Authority”) is considered an “applicable large employer” for the purposes of the Shared Responsibility Provisions (Section 4980H to Title 26 of the United States Code, the Internal Revenue Code) of the Patient Protection and Affordable Care Act (“ACA”). The Authority is also considered an “applicable large employer” for the purposes of Section 6056 to Title 26 of the United States Code and, therefore, is subject to the reporting requirements referenced therein.

The Internal Revenue Service (“IRS”) may assess a penalty on the Authority when any full-time employee receives a premium tax credit through Covered California, if (1) it fails to offer “substantially all” of its full-time employees (and their dependents) the opportunity to enroll in minimum essential coverage or (2) it offers coverage to “substantially all” of its full-time employees (and their dependents), but that coverage is either “unaffordable” or does not provide “minimum value.” (“Employer Mandate”).

The ACA requires the Authority to report the identity of, number of, and coverage offered to, full-time employees (as defined by the ACA), subject to certain potential alternative reporting.

This Look-Back Safe Harbor Policy (“Policy”) establishes the “Look Back Measurement Method Safe Harbor” (“Look Back Safe Harbor”) under the ACA. This Policy only applies to the extent a plan, contract or different policy that covers the employee references this Policy to determine the employee’s eligibility for coverage.

This Policy also sets forth the Affordability Safe Harbors to determine affordability of coverage offered, if any, for purposes of the Employer Mandate and/or the ACA reporting requirements.

LOOK BACK MEASUREMENT METHOD SAFE HARBOR

The Authority adopts the Look Back Safe Harbor in order to determine employee Hours of Service under the ACA. Hours of Service are measured during the specified measurement period, subject to the rules set forth hereunder. If the employee averages 30 Hours of Service per week over the course of the specified measurement period, the Authority will identify the employee as ACA full-time for months during the stability period associated with that measurement period, subject to the following rules. If the Authority considers an employee as full-time for purposes of the Employer Mandate, the employee does not, on that basis, become full-time for any other purpose.

1. Hours of Service Calculation: “Hours of Service” means each hour for which an employee is paid, or entitled to payment for the performance of duties for the Authority and each hour for which an employee is paid or entitled to payment for a period of time during which no duties are performed due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. The term “Hour(s) of Service” does not include any hour of services performed as a bona fide volunteer.

For Employees Paid by the Hour: The Authority will calculate actual Hours of Service from records of hours and hours for which payment is made or due.

For Employees Not Paid by the Hour: The Authority will apply one of the following three methods on a reasonable and consistent basis:

- a. Calculate actual Hours of Service from records of hours worked and hours for which payment is made or due;
- b. Calculate Hours of Service using a days-worked equivalency (8 hours per day for each day employee is credited with an Hour of Service); or
- c. Calculate Hours of Service using a weeks-worked equivalency (40 hours per week for each week employee is credited with an Hour of Service).

Bona fide Volunteer: The Authority is not required to determine Hours of Service for a bona fide volunteer. A bona fide volunteer is an individual whose only compensation from the Authority is in the form of (a) reimbursement (or reasonable allowance) for reasonable expenses incurred in the performance of volunteer service; or (b) reasonable benefits and nominal fees, customarily paid by similar entities in connection with the performance of services by volunteers.

Employees Receiving Stipends: The Authority will include the estimated number of hours it provides for stipend work in the Hours of Service calculation for employees who perform such work. Payroll will determine the number of hours provided for stipend work.

2. Ongoing Employees: An ongoing employee is an employee who has been employed for at least one complete standard measurement period. The Authority establishes the Look-Back Safe Harbor with regard to all ongoing employees as follows:

Standard Measurement Period:	November 2 through November 1 (starting November 2, 2018 and continuing each year thereafter)
Administrative period:	November 2 through December 31 (starting November 2, 2019 and continuing each year thereafter)

Stability period:	January 1 through December 31 (starting January 1, 2020 and continuing each year thereafter)
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To the extent the Authority uses this Policy for IRS reporting, the Authority will report to the IRS the employee's status during the stability period on IRS forms due in the following calendar year.

The Authority will not use these periods to determine whether a represented employee qualifies for an offer of coverage, as that determination is made in the collective bargaining agreement or contract.

If an ongoing employee's employment status changes (from full time to less than full time or vice versa) before the end of a stability period, the change in status will not affect the classification of that employee's status for the remaining portion of the stability period.

3. New Employees: For an employee hired after November 2, 2018, the Authority will determine which of the following applies:

- a. New Seasonal Employees: An employee who is hired into a position for which the customary annual employment is six months or less is a seasonal employee. The Authority will measure a new seasonal employee's Hours of Service using the initial measurement period indicated in Section 5 of this Policy.
- b. New Non-Seasonal Employees: On or before the start date of a new non-seasonal employee, the Authority will determine (based on the facts and circumstances at the time) whether the employee is reasonably expected to be a full-time employee. The Authority will consider the following factors in determining whether an employee is reasonably expected to be a full-time employee:
 - Whether the employee is replacing a full-time employee;
 - The extent to which Hours of Service of ongoing employees in the same or comparable positions have varied above and below an average of 30 Hours of Service per week during recent measurement periods;
 - Whether the job was advertised or communicated to the employee as requiring an average of 30 or more Hours of Service per week; and
 - Whether the job was documented (e.g., in a job description) as requiring an average of 30 or more Hours of Service per week.

No single factor is determinative.

- c. New Full-Time Employees: If the Authority determines (pursuant to Section 3.b.) that a new employee is reasonably expected to average at least 30 Hours of Service per week, then the employee will be considered a **full-time employee** as of the start of employment. The Authority will measure a new full-time employee's Hours of Service under monthly measurement periods pursuant to paragraph 4 until the employee becomes an ongoing employee.
- d. New Part-Time Employees: If the Authority determines (pursuant to paragraph 3.b.) that a new employee is reasonably expected to average fewer than 30 Hours of Service per week during the initial measurement period, then the employee will be considered a part-time employee. The Authority will measure a new part-time employee's Hours of Service using the initial measurement period indicated in paragraph 5.
- e. New Variable Hour Employees: If the Authority cannot determine (pursuant to paragraph 3.b.) whether a new employee is reasonably expected to be employed on average at least 30 Hours of Service per week during the initial measurement period because the employee's hours are variable or uncertain, then the employee will be a variable hour employee. The Authority may not take into account the likelihood that the employee may terminate employment before the end of the initial measurement period. The Authority will measure a new variable hour employee's Hours of Service using the initial measurement period indicated in paragraph 5.

4. New Full Time Employees: New full-time employees are measured monthly until they become ongoing employees. The Authority must calculate actual Hours of Service for each calendar day of the month. If the employee averages at least 130 Hours of Service, the employee will be considered full-time for that month.

5. New Variable Hour, New Seasonal, and New Part-Time Employees: The Authority establishes the following periods for new variable hour, new seasonal, and new part-time employees:

Initial Measurement Period:	Twelve months (beginning on the first of the month following the new employee's start date unless the employee starts on the first day of the month, in which case it begins on the start date).
Administrative Period:	One month following the initial measurement period.
Stability Period Associated	Twelve months following the end of the

with Initial Measurement Period:

administrative period unless the new variable hour, part-time or seasonal employee does not measure as a full-time employee during the initial measurement period, then the stability period associated with the initial measurement period must not exceed the remainder of the standard measurement period (plus any associated administrative period).

6. New Variable Hour, Part-Time or Seasonal Employee's Change in Status During Initial Measurement Period:

If a new variable hour, part-time, or seasonal employee's position changes during the initial measurement period, and had the employee started his or her employment in that new position, the Authority would have reasonably expected that new employee to average at least 30 Hours of Service per week, then an employee will be considered a full-time employee on the earlier of:

- a. The first day of the fourth full calendar month following the change in employment status, or
- b. The first day of the first month following the end of that employee's initial measurement period (including any associated administrative period) if the employee averaged 30 or more Hours of Service per week during the initial measurement period or earlier if required by law, an applicable collective bargaining agreement, or policy or procedure.

7. Transitioning from New to Ongoing Employee: The Authority will measure the hours of a new variable hour, seasonal or part-time employee during the first complete standard measurement period for which he or she is employed. This means that a new variable hour, seasonal or part-time employee's Hours of Service will be measured both under an initial measurement period and, at the same time, be measured under the overlapping standard measurement period.

- a. If an employee's Hours of Service measure as full-time during the initial measurement period (i.e., 1,560 hours or more during the initial measurement period), he/she will retain full-time status for the entire associated stability period (even if the employee does not qualify as full-time during the standard measurement period).
- b. If an employee's Hours of Service do not measure as full-time during the initial measurement period, but do measure as full-time during the standard measurement period, the employee must be treated as full-time during the stability period associated with the standard measurement period (even if that stability period starts before the end of the stability period associated with the initial measurement period).

8. Calculating Hours of Service Based On Payroll Periods Under the Look Back

Safe Harbor: The Authority may calculate hours based on payroll periods when calculating Hours of Service over any measurement period. It has two options for doing so. The Authority may exclude the entire payroll period that contains November 2 (the first day of the Standard Measurement Period), as long as it includes the entire payroll period that contains November 1 (the last day of the Standard Measurement Period). Alternatively, the Authority may exclude the entire payroll period that contains November 1 (the last day of the Standard Measurement Period), as long as it includes the entire payroll period that contains November 2 (the first day of the Standard Measurement Period).

9. Breaks In Service: When an employee experiences a break in service without providing at least one Hour of Service, the employee will retain the status the employee had previously with respect to any stability period, except that an employee will be treated as a new employee:

- a. If the employee resumes employment after a period of at least 13 consecutive weeks with less than an Hour of Service; or
- b. If the employee's period of no service (measured in weeks) is at least four consecutive weeks long and exceeds the number of weeks of that employee's period of employment immediately preceding the period of no service (after application of averaging Special Unpaid Leave as set forth in paragraph 10).

10. Special Unpaid Leave: Special Unpaid Leave is defined only as unpaid leave under the Family and Medical Leave Act of 1993, unpaid leave under the Uniformed Services Employment and Reemployment Rights Act of 1994, or unpaid leave on account of jury duty. When an employee takes Special Unpaid Leave, the Authority will determine the weekly average of Hours of Service by the employee for that portion of the measurement period that is not part of the Special Unpaid Leave ("Average Weekly Hours of Service"). The Authority will then determine the average Hours of Service for the entire measurement period by excluding the period of Special Unpaid Leave and applying the Average Weekly Hours of Service over the entire measurement period.

11. Waiver of Coverage: If the Authority offers medical coverage, the employee must sign a written waiver if he/she elects to opt out.

AFFORDABILITY SAFE HARBORS

For reporting purposes only, unless otherwise provided in an Authority plan or policy, or contract, the Authority intends to apply the Rate of Pay Safe Harbor to determine the affordability of the minimum essential coverage that it offers its full-time employees. The Authority in its sole discretion may also apply the Form W-2 Safe Harbor or Federal Poverty Line Safe Harbor. These affordability safe harbors will be applied on a uniform and consistent basis for all employees in a reasonable category. The 9.86 percent determination under the affordability safe harbors applies for calendar year 2019 (9.78 percent for 2020) and shall be adjusted to reflect any indexing adjustments made pursuant to 26 U.S.C. § 36B(c)(2)(C)(iv) (“Applicable Percentage Rate”).

1. Rate of Pay Safe Harbor

- a. The Authority measures whether the employee’s Required Premium Contribution (as defined in Section 4 below) for the calendar month toward the lowest cost self-only coverage that provides minimum value exceeds the Applicable Percentage Rate of the employee’s monthly wage.
- b. For hourly employees, the monthly wage is equal to 130 hours multiplied by the employee’s hourly rate of pay as of the first day of the coverage period or the employee’s lowest hourly rate of pay during the calendar month, whichever is lower.
- c. For salaried employees, the monthly wage is the monthly salary as of the first day of the coverage period. However, if the monthly salary is reduced, including due to a reduction in work hours, the safe harbor is not available. If the rate of pay increases during the year, the City will use the lowest rate of pay for the year in the calculation.
- d. The coverage offered by the Authority will be deemed affordable if the employee’s monthly Required Premium Contribution is equal to or less than the Applicable Percentage Rate of the employee’s monthly wage.

2. Form W-2 Safe Harbor

- a. The Authority measures whether the employee’s Required Premium Contribution for the full calendar year for the lowest cost self-only coverage that provides minimum value exceeds an amount equal to the Applicable Percentage Rate of the employee’s Form W-2 wages (as reported in Box 1) for the calendar year in which coverage is offered.
- b. For an employee who is not offered coverage for an entire calendar year, the Authority must adjust that employee’s Form W-2 wages to reflect the period for which coverage was offered. To adjust wages, the Form W-2 wages are multiplied by a fraction equal to the number of calendar months

the Authority offered coverage over the number of calendar months in the period of employment during the calendar year.

- c. The coverage offered by the Authority will be deemed affordable if the employee's annual Required Premium Contribution is equal to or less than the Applicable Percentage Rate of the employee's Form W-2 wages as reported in Box 1 (or as adjusted, for an employee who is not offered coverage or an entire calendar year).

3. Federal Poverty Line Safe Harbor

- a. The Authority measures whether the employee's Required Premium Contribution for the calendar month for the lowest cost self-only coverage that provides minimum value exceeds the Applicable Percentage Rate of the Federal Poverty Line ("FPL") for a single individual for the applicable calendar year, divided by twelve.
- b. The Authority will use the FPL in effect within six months before the first day of the plan year.
- c. The coverage offered by the Authority will be deemed affordable if the employee's Required Premium Contribution is equal to or less than the Applicable Percentage Rate of the monthly FPL for a single individual for the applicable calendar year.

4. Required Premium Contribution

The Authority will calculate the employee's Required Premium Contribution as follows:

- a. Identify the aggregate premium cost for the lowest cost plan offered to the employee:
- b. Subtract any employer contribution that qualifies as a Health Flex Contribution. A Health Flex Contribution is an employer contribution that cannot be cashed out by the employee and cannot be applied to benefits other than health, dental or vision.
- c. Add any cash-in-lieu amounts offered to the employee unless those cash-in-lieu amounts are offered under an eligible opt out arrangement.

REVISIONS/UPDATES TO THIS POLICY

This Policy is subject to change as regulations and guidance are issued relating to the ACA, or at the discretion of the Authority.

Legal Authority

Title 26 United States Code section 4980H, (Internal Revenue Code); *Shared Responsibility for Employers Regarding Health Coverage*, 26 CFR Parts 1, 54 and 301, 79 Fed. Reg. 8544 (Feb. 12, 2014); Title 26 United States Code section 6056, (Internal Revenue Code); *Information Reporting by Applicable Large Employers on Health Insurance Coverage Offered Under Employer Sponsored Plans*, 26 CFR Parts 301 and 602, 79 Fed. Reg. 13231 (March 10, 2014).

F-2



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 19, 2019

ITEM NUMBER: F-2

TO: Executive Committee

FROM: Erick B. Lee, Executive Director

SUBJECT: INITIAL FEASIBILITY STUDY FOR THE CONSOLIDATION OF PUBLIC SAFETY DISPATCHING SERVICES FOR THE CITY OF PALOS VERDES ESTATES (PHASE ONE); AND

RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AMENDING THE SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2019-2020 TO INCLUDE A PHASE TWO OF FEASIBILITY STUDY FEE

ATTACHMENTS: 1. Draft Initial Feasibility Study
2. Resolution

RECOMMENDATION

Staff recommends that the Executive Committee:

1. Approve the Initial Feasibility Study.
2. Authorize the Executive Director to provide an approved copy to the City of Palos Verdes Estates.
3. Adopt the resolution amending the updated Schedule of Fees and Charges for Fiscal Year 2019-2020 to include a Phase Two of Feasibility Study Fee.

BACKGROUND

On August 26, 2019, the City of Palos Verdes Estates ("City") requested a feasibility study and quote for consolidation of its dispatching and vehicle upfitting services from the Authority. Staff has conducted Phase One of this study to determine if such consolidation is technologically feasible, to approximate the annual costs to the City for consolidation, and to determine the potential fiscal impact of consolidation on the Authority's existing

member and contract cities.

DISCUSSION

The City of Palos Verdes Estates is 4.75 square miles, located on the north side of the Palos Verdes Peninsula, and has a population of 13,500 residents. In terms of public safety services, the City maintains its own police department and contracts with the Los Angeles County Fire Department for fire protection services.

The Palos Verdes Estates Police Department ("PVEPD") is staffed by 23 sworn officers and 12 civilian employees. The department prides itself on a response time of two (2) minutes or less to emergency calls. Its Communications Center receives approximately 2,500 9-1-1 calls and 34,000 non-emergency calls per year. PVEPD responds to approximately 26,000 calls for service each year.

The annual budget for the Communications Center totals \$873,650 (not including workers compensation insurance, general liability insurance, or equipment replacement costs). Additionally, the department's capital improvement project to replace its mobile and portable radios and dispatch consoles has been placed on hold, pending further direction from the City Council. PVEPD also anticipates the need to upgrade its Computer Aided Dispatch and Records Management System ("CAD/RMS") in the future.

Staff has determined that the consolidation of City dispatching services is technologically feasible, would be mutually beneficial for the City and the Authority's existing member and contract cities, and would provide the City with improved response capabilities. Costs to the City for consolidation of services would range from approximately \$800,000 to \$1,100,000 per year, depending on the level of police dispatcher support required by the City.

Police Dispatching Services

If the City were to contract with the Authority for services, the Authority would process approximately 37,000 additional emergency and non-emergency phone calls and 26,000 additional calls for service each year. This equates to an 11% increase in phone calls handled by the Authority and an 8% increase in police calls for service each year.

In order to handle the workload associated with the 11% increase in phone calls, two (2) additional Communications Operators would need to be hired. These employees would provide an average of 70 additional hours of staff time each week to the Authority's call-taking function.

As it relates to Police Dispatching services, the Authority could hire a team of additional Communications Operators to staff a dedicated police dispatching position for PVEPD 24/7/365 to handle all of its calls for service. Such staffing would necessitate hiring six (6) additional Communications Operators to provide service "around the clock."

Although the City currently operates its own Communications Center that provides its police officers with unshared, dedicated service, PVEPD handles less than 30,000 calls for service annually and would only account for 7.5% of the police calls for service handled by the Authority. Given the City's relatively low number of calls for service, it is feasible for the Authority to provide shared police dispatching services to the City. Under such an arrangement, the City could share its police dispatch position with another agency currently serviced by the Authority. For example, if the City were to share police

dispatching services with the Hermosa Beach Police Department (“HBPD”), the combined position would process approximately 56,000 calls for service per year. Even when combined, the calls for service volume would still be less than most of the other police departments serviced by the Authority.

Vehicle Upfitting Services

The City maintains a fleet of 19 Police Department vehicles. The Authority could handle the influx of vehicle upfitting service work associated with this modest amount of vehicles without hiring additional Technical Services personnel.

Financial Analysis

Given the opportunity that exists for the Authority to provide shared police dispatching services to the City, staff has developed a financial analysis that considers both a dedicated and shared services model. Under the Dedicated Services Model, the City would be provided its own police dispatcher 24/7/365. Under the Shared Services Model, the City would share its police dispatcher with HBPD at all times.¹

Dedicated Services Model

Under this model, the Authority would need to hire eight (8) additional Communications Operators that would be deployed as follows:

- Call-Takers (2) staffed at strategic times of the week to handle increased levels of phone calls.
- Police Dispatchers (6) added to the Authority’s staffing pool to provide dedicated, around the clock service.

Based on the Authority’s Fiscal Year 2019-2020 adopted budget and negotiated costs effective during this period, if the City were to contract for services during this same period, the costs under the Dedicated Services Model would be as follows:

Operations	COST
Call-Taking Emergency Calls	\$56,383
Call-Taking Non-Emergency Calls	200,602
Police - Dedicated Dispatch Support	678,917
Police - Calls for Service Readiness Support	153,740
Technical Services	
Workload Support	17,986
Dedicated Support	17,986
Total	\$1,125,614

¹ The financial analysis associated with the shared services model is for illustration purposes only. The City of Hermosa Beach has contracted with the Authority for dedicated police dispatching services through June 30, 2028. Any changes to that agreement would need to be mutually agreeable to the City of Hermosa Beach and the Authority.

Besides the costs associated with the additional Communications Operators that would need to be hired to service the City, the above costs include the City's share of the Authority's administration expenses. By absorbing these expenses, the Authority's central costs would be spread over an additional, seventh city. Therefore, the Authority's existing member and contract cities' annual assessment fees, as calculated under the Cost Allocation Policy, would be reduced by a corollary amount.

If the City had contracted for dedicated police dispatching services throughout Fiscal Year 2019-2020 and the Cost Allocation Policy adopted by the Board of Directors in September 2019 had been in place at the outset of the fiscal year, the impacts to the Authority's existing cities would be as follows:

City	FY19/20 Modeled Assessment	Revised Assessment	\$ Decrease Existing Cities	% Decrease Existing Cities
Culver City	\$2,620,619	\$2,556,800	(\$63,819)	-2%
El Segundo	\$1,852,694	\$1,801,984	(\$50,710)	-3%
Gardena	\$2,067,757	\$2,029,121	(\$38,636)	-2%
Hawthorne	\$2,645,895	\$2,617,610	(\$28,285)	-1%
Hermosa Beach	\$1,175,233	\$1,126,737	(\$48,496)	-4%
Manhattan Beach	\$2,026,090	\$1,963,945	(\$62,145)	-3%
Palos Verdes Estates	N/A	\$1,125,614	-	-
TOTAL	\$12,388,288	\$13,221,811	(\$292,090)	-

Shared Services Model

Under this model, the Authority would need to hire two (2) additional Communications Operators that would be deployed as follows:

- Call-Takers (2) staffed at strategic times of the week to handle increased levels of phone calls

Based on the Authority's Fiscal Year 2019-2020 adopted budget and negotiated costs effective during this period, if the City were to contract for services during this same period, the costs under the Shared Services Model would be as follows:

Operations	COST
Call-Taking Emergency Calls	\$58,455
Call-Taking Non-Emergency Calls	207,972
Police - Dedicated Dispatch Support	348,745
Police - Calls for Service Readiness Support	135,382
Technical Services	COST
Workload Support	18,059
Dedicated Support	18,059
Total	\$786,673

Besides the costs associated with the additional Communications Operators that would need to be hired to service the City, the above costs include the City's share of the Authority's administration expenses. By absorbing these expenses, the Authority's central costs would be spread over an additional, seventh city. Therefore, the Authority's existing member and contract cities' annual assessment fees, as calculated under the Cost Allocation Policy, would be reduced by a corollary amount. Additionally, this model presumes that the City would share police dispatching services with HBPD. As such, the modeled assessment for the City of Hermosa Beach would be reduced significantly due to a reduction of dedicated HBPD dispatch service from 1.0 FTE to 0.5 FTE at all times.

If the City had contracted for shared police dispatching services throughout Fiscal Year 2019-2020 and the Cost Allocation Policy adopted by the Board of Directors in September 2019 had been in place at the outset of the fiscal year, the impacts to the Authority's existing cities would be as follows:

City	FY19/20 Modeled Assessment	Revised Assessment	\$ Decrease Existing Cities	% Decrease Existing Cities
Culver City	\$2,620,619	\$2,577,435	(\$43,184)	-2%
El Segundo	\$1,852,694	\$1,821,641	(\$31,053)	-2%
Gardena	\$2,067,757	\$2,028,966	(\$38,791)	-2%
Hawthorne	\$2,645,895	\$2,619,374	(\$26,521)	-1%
Hermosa Beach	\$1,175,233	\$783,300	(\$391,934)	-33%
Manhattan Beach	\$2,026,090	\$1,979,280	(\$46,810)	-2%
Palos Verdes Estates	N/A	\$786,673	-	-
TOTAL	\$12,388,288	\$12,596,669	(\$578,292)	-

Benefits of Consolidation

If the City were to contract with the Authority for dispatching services, PVEPD would join six (6) other police departments and three (3) fire departments that have determined that consolidated dispatching services provide tangible benefits to their agencies and communities. Such benefits include:

- Peace of mind that mission-critical police dispatching services are provided day in and day out by an agency that has been solely dedicated to this aspect of public safety operations for over 40 years.
- A Communications Center staffed with over 50 trained professionals who currently process approximately 2,500 9-1-1 calls every week (over 130,000 annually). Such call volume provides dispatchers with regular exposure in the processing of calls involving major crimes and high-risk incidents. This, in turn, allows staff to develop an unrivaled depth and breadth of experience in managing public safety communications and leads to the Communications Center routinely performing at an outstanding level during critical incidents.

- Surge capacity: The ability for the Communications Center to scale up with “all hands on deck” during major incidents. Minimum staffing is currently 11-13 employees at all times.
- Improved and faster communications and coordination between allied agencies.
- Current budget savings due to economies of scale and reduction of costly unnecessary capital redundancies.
- Long-term budget savings related to contracting for services that would reduce, or curtail the growth of, CalPERS Unfunded Accrued Liability (“UAL”) and other post-employment benefits (“OPEB”) costs.
- Access to more advanced emergency communications systems and technology than would be affordable or practical by a traditional single city Communications Center.

Phase Two of Feasibility Study Fee

If the City elects to proceed with Phase Two of this study, Authority staff would expend considerable amounts of time working with City staff to thoroughly review the City’s phone call and calls for service metrics, develop staffing models, determine one-time and ancillary recurring costs related to the proposed consolidation, and develop timelines associated with consolidation.

Therefore, staff recommends the establishment of a Phase Two Feasibility Study Evaluation Fee in the amount of \$25,000 which will be used to offset costs incurred by the Authority for conducting the research and developing the plans necessary for the City to determine if consolidation is the appropriate decision for its police dispatching needs.

Below is an estimate of Authority staff time that would be involved with conducting Phase Two of this study, which exceeds the proposed \$25,000 fee.

Position	Estimated Hours	Fully Burdened Hourly Rate	Total
Executive Director	40	\$140.16	\$5,607
Operations Manager	80	\$109.88	\$8,790
Administrative Services Manager	80	\$104.84	\$8,387
Communications Supervisor	40	\$71.09	\$2,844
Total	240		\$25,628

FISCAL IMPACT

None at this time. If the City ultimately contracts for services with the Authority, over \$100,000 in collective costs to member cities could be reduced annually.

F-2

Attachment 1



**PHASE ONE: INITIAL FEASIBILITY STUDY
FOR THE CONSOLIDATION OF PUBLIC SAFETY
DISPATCHING SERVICES**

FOR

THE CITY OF PALOS VERDES ESTATES



DRAFT
NOVEMBER 2019

TABLE OF CONTENTS

Section	Page
1. Introduction & Executive Summary	2
2. Profile of Authority	3
3. Profile of City and its Public Safety Services	4
4. Technological Feasibility	6
5. Operational Analysis	7
6. Financial Analysis	9
7. Benefits of Consolidation	13
8. Transition Plan for Existing City Employees	14
9. Limitations of Phase One Study and Other Stipulations	16
10. Phase Two of Feasibility Study	17

1. INTRODUCTION & EXECUTIVE SUMMARY

Background

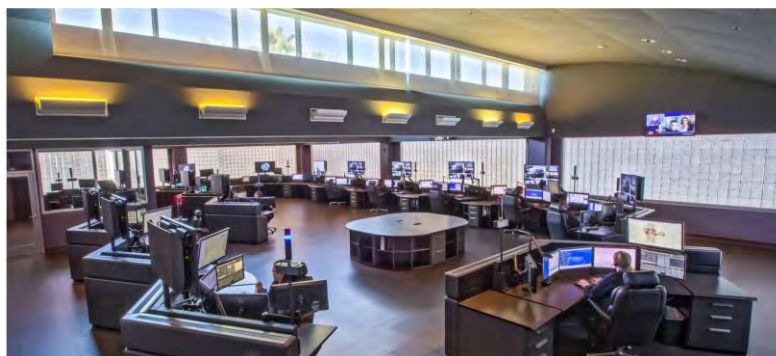
On August 26, 2019, the City of Palos Verdes Estates (“City”) requested a feasibility study and quote for consolidation of its dispatching and vehicle upfitting services from the Authority. The purpose of Phase One of this study is to determine if such consolidation is technologically feasible, to approximate the annual costs to the City for consolidation, and to determine the potential fiscal impact of consolidation on the Authority’s existing member and contract cities.

Findings

The Authority has determined that the consolidation of City dispatching services is technologically feasible, would be mutually beneficial for the City and the Authority’s existing member and contract cities, and would provide the City with improved response capabilities.

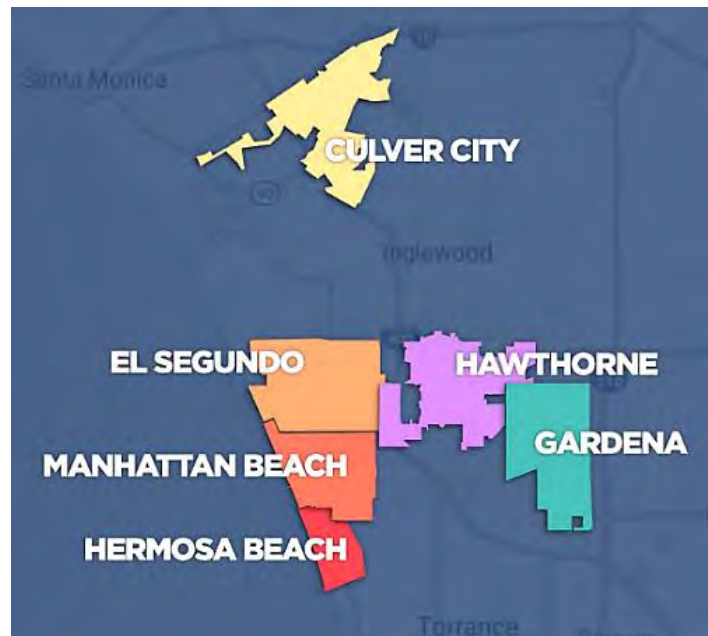
Costs to the City for consolidation of services would range from approximately \$800,000 to \$1,100,000 per year, depending on the level of police dispatcher support required by the City. Operationally, the City’s overall public safety services would be enhanced by the Authority’s consolidated dispatch capabilities that include:

- A Communications Center staffed with over 50 trained professionals who currently process approximately 2,500 9-1-1 calls every week (over 130,000 annually). Such call volume provides dispatchers with regular exposure in the processing of calls for service related to major crimes and high-risk incidents. This, in turn, allows staff to develop an unrivaled depth and breadth of experience in managing public safety communications and leads to the Communications Center routinely performing at an outstanding level during critical incidents.
- Surge capacity: The ability for the Communications Center to scale up with “all hands on deck” during major incidents. Minimum staffing is currently 11-13 employees at all times.
- Improved and faster communications and coordination between allied agencies.
- Access to more advanced emergency communications systems and technology than would be affordable or practical for a traditional single city dispatch center.



2. PROFILE OF AUTHORITY

The South Bay Regional Public Communications Authority (“Authority”) was organized on October 14, 1975 under the provisions of the Joint Exercise of Powers Act of the Government Code of the State of California. At the present time, the Authority provides police and fire dispatching services and vehicle upfitting services to the cities of Gardena, Hawthorne, and Manhattan Beach. The Authority also provides these services to the cities of Culver City, El Segundo, and Hermosa Beach under contract. The Authority processes approximately 375,000 police and fire incidents annually and serves a population of over 250,000 residents.

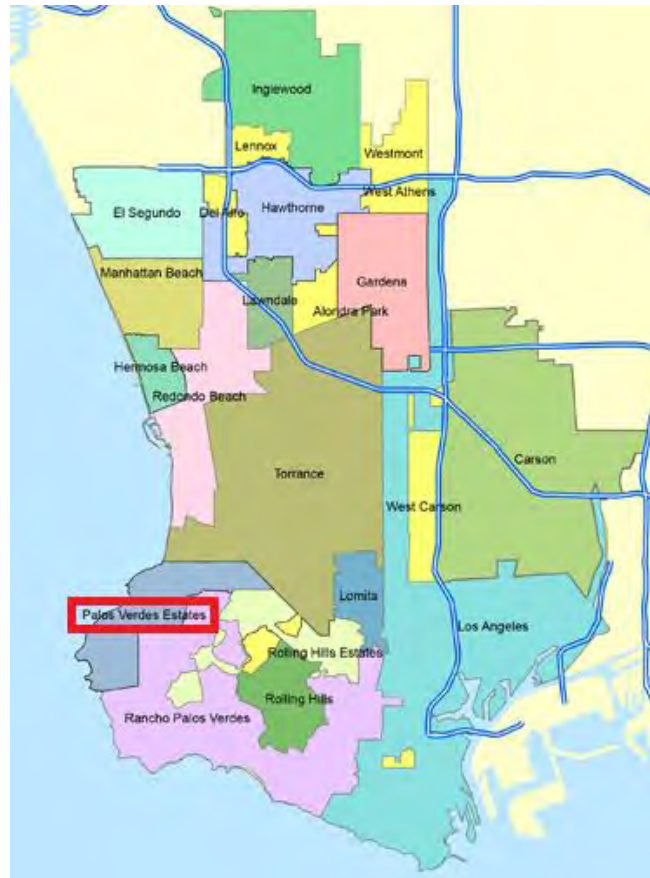


The Board of Directors, consisting of one Councilmember from each of the member cities, maintains authority over the annual budget for the Authority. Policy management is relegated to the Executive Committee, consisting of City Managers from each of the member cities. The Executive Director, who is appointed by the Executive Committee, manages the day-to-day operations of the Authority. The User Committee, consisting of Police and Fire Chiefs from the member cities, provides direction relative to the needs of the organization. Police officers and firefighters from member and contract cities make up the Police and Fire Task Forces, which provide feedback and recommendations to staff to facilitate optimum levels of service and safety for citizens, police officers, and firefighters.

The Authority is currently budgeted for 72 full-time positions. In addition to Communications Center and administrative staff, the Authority’s Technical Services Division performs vehicle upfitting services which consist of installing radio communications equipment, light bars, mobile cameras, computer systems, and all necessary equipment into emergency vehicles.

3. PROFILE OF CITY AND ITS PUBLIC SAFETY SERVICES

The City of Palos Verdes Estates is 4.75 square miles, located on the north side of the Palos Verdes Peninsula, and has a population of 13,500 residents. In terms of public safety services, the City maintains its own police department and contracts with the Los Angeles County Fire Department for fire protection services.



The Palos Verdes Estates Police Department (“PVEPD”) is staffed by 23 sworn officers and 12 civilian employees. The department prides itself on a response time of two (2) minutes or less to emergency calls.

PVEPD’s Communications Center is currently managed by a Lead Service Officer and staffed by seven (7) police dispatchers and one (1) working supervisor. All dispatchers are classified as Service Officers. In addition to serving as dispatchers, these employees also perform jail, records, and property and evidence work as well as front counter duties, which includes answering business phone lines, sending mass notifications to the public, preparing court packages, and performing other clerical tasks.

The Communications Center receives approximately 2,500 9-1-1 calls and 34,000 non-emergency calls per year. 9-1-1 call answer times are well within the National Emergency Number Association (“NENA”) Call Answering Standard of 90% of calls at the busy hour being answered within 10 seconds or less and 95% of all calls being answered within 20 seconds. PVEPD responds to approximately 26,000 calls for service each year.



The annual budget for the Communications Center totals \$873,650 (not including workers compensation insurance, general liability insurance, or equipment replacement costs). Additionally, the department’s capital improvement project to replace its mobile and portable radios and dispatch consoles has been placed on hold, pending further direction from the City Council. PVEPD also anticipates the need to upgrade its Computer Aided Dispatch and Records Management System (“CAD/RMS”) in the future.

4. TECHNOLOGICAL FEASIBILITY

The City operates a Motorola UHF P25 Simulcast radio system. Staff has conducted an on-site inspection of the City's radio system infrastructure and determined that, with modest adjustments to the City's existing radio sites and the enabling of specific feature sets on the PVEPD's mobile and portable radios, integration with the Authority's radio system infrastructure is feasible. Additionally, the Authority owns and maintains a radio site at 1700 ½ Punta Place in Palos Verdes Estates that would serve as an ideal connection point for integration with the City's radio system. Furthermore, the Authority already hosts a portion of the City's radio system infrastructure used by PVEPD at this site.



PVEPD utilizes Spillman's CAD/RMS product for its CAD system. This system is not compatible with the Authority's CAD system. If the City were to contract with the Authority for dispatching services, it would need to transition to the CAD system utilized by the Authority.

Currently, the Authority utilizes the Tiburon CAD system. However, this system has reached the end of its useful life and is in the process of being replaced with Mark43's multi-jurisdictional CAD/RMS. The Authority anticipates migrating to the Mark43 CAD system in 2020. As the Mark43 product is a cloud-based system, PVEPD would connect to the CAD/RMS via the internet. If the City were to contract with the Authority for dispatching services prior to the Authority's transition to the Mark43 CAD system, PVEPD could access the Tiburon CAD system via (1) a dedicated fiber connection or (2) a virtual private network ("VPN").

5. OPERATIONAL ANALYSIS

On September 17, 2019, the Board of Directors adopted the Authority's current Cost Allocation Policy. This policy calls for the Authority's operational and administrative expenses to be allocated to its member and contract agencies in a manner that ties assessments as closely as possible to the actual costs incurred by the Authority for providing its services. Under this policy, each city is charged for its share of:

- 9-1-1 and non-emergency calls received
- Actual dispatcher services provided to its police and/or fire department
- Surge capacity dispatching capabilities
- Vehicle upfitting services
- Administrative overhead charges

As part of the Authority's feasibility evaluation, the City provided staff with the following data about its current Communications Center:

YEAR	911 Calls Received	10 Digit Calls Received	Calls for Service
2016	2,394	36,757	24,362
2017	2,405	32,239	26,473
2018	2,637	Not Available	28,297
Average	2,479	34,498	26,377

Additionally, the City maintains a fleet of 19 Police Department vehicles.

The data provided by the City was modeled alongside the same information for the Authority's current member and contract cities as follows:

City	911 Calls	10 Digit Calls	Police Calls for Service	# of Vehicles
Culver City	16,464	73,046	61,536	123
El Segundo	9,068	19,251	33,739	76
Gardena	23,757	40,371	68,849	89
Hawthorne	38,936	46,956	86,923	107
Hermosa Beach	4,229	15,879	29,525	43
Manhattan Beach	7,037	35,931	42,498	133
Palos Verdes Estates	2,479	34,498	26,377	19
Total	101,970	265,932	349,447	590

Police Dispatching Services

If the City were to contract with the Authority for services, the Authority would process approximately 37,000 additional emergency and non-emergency phone calls and 26,000 additional calls for service each year. This equates to an 11% increase in phone calls handled by the Authority and an 8% increase in police calls for service each year.

In order to handle the workload associated with the 11% increase in phone calls, two (2) additional Communications Operators would need to be hired. These employees would provide an average of 70 additional hours of staff time each week to the Authority's call-taking function.

As it relates to Police Dispatching services, the Authority could hire a team of additional Communications Operators to staff a dedicated police dispatching position for PVEPD 24/7/365 to handle all of its calls for service. Such staffing would necessitate hiring six (6) additional Communications Operators to provide service "around the clock."

Although the City currently operates its own Communications Center that provides its police officers with unshared, dedicated service, PVEPD handles less than 30,000 calls for service annually and would only account for 7.5% of the police calls for service handled by the Authority. Given the City's relatively low number of calls for service, it is feasible for the Authority to provide shared police dispatching services to the City. Under such an arrangement, the City could share its police dispatch position with another agency currently serviced by the Authority. For example, if the City were to share police dispatching services with the Hermosa Beach Police Department ("HBPD"), the combined position would process approximately 56,000 calls for service per year. Even when combined, the calls for service volume would still be less than most of the other police departments serviced by the Authority.

Vehicle Upfitting Services

The City maintains a fleet of 19 Police Department vehicles. The Authority could handle the influx of vehicle upfitting service work associated with this modest amount of vehicles without hiring additional Technical Services personnel.



6. FINANCIAL ANALYSIS

Given the opportunity that exists for the Authority to provide shared police dispatching services to the City, staff has developed a financial analysis that considers both a dedicated and shared services model. Under the Dedicated Services Model, the City would be provided its own police dispatcher 24/7/365. Under the Shared Services Model, the City would share its police dispatcher with HBPD at all times.¹

Dedicated Services Model

Under this model, the Authority would need to hire eight (8) additional Communications Operators that would be deployed as follows:

- Call-Takers (2) staffed at strategic times of the week to handle increased levels of phone calls.
- Police Dispatchers (6) added to the Authority's staffing pool to provide dedicated, around the clock service.

Based on the Authority's Fiscal Year 2019-2020 adopted budget and negotiated costs effective during this period, if the City were to contract for services during this same period, the costs under the Dedicated Services Model would be as follows:

OPERATIONS	COST
Call-Taking Emergency Calls	\$56,383
Call-Taking Non-Emergency Calls	200,602
Police - Dedicated Dispatch Support	678,917
Police - Calls for Service Readiness Support	153,740
TECHNICAL SERVICES	
Workload Support ²	17,986
Dedicated Support	17,986
TOTAL	\$1,125,614

Besides the costs associated with the additional Communications Operators that would need to be hired to service the City, the above costs include the City's share of the Authority's administration expenses. By absorbing these expenses, the Authority's central costs would be

¹ The financial analysis associated with the shared services model is for illustration purposes only. The City of Hermosa Beach has contracted with the Authority for dedicated police dispatching services through June 30, 2028. Any changes to that agreement would need to be mutually agreeable to the City of Hermosa Beach and the Authority.

² The amount identified as Workload Support is an approximation only. Under the Cost Allocation Policy, Workload Support charges are derived by each agency's corresponding percentage of vehicle installation and repair work orders. Accounting of and billing for Workload Support charges would occur on a quarterly basis.

spread over an additional, seventh city. Therefore, the Authority's existing member and contract cities' annual assessment fees, as calculated under the Cost Allocation Policy, would be reduced by a corollary amount.

If the City were to have contracted for dedicated police dispatching services throughout Fiscal Year 2019-2020 and the Cost Allocation Policy adopted by the Board of Directors in September 2019 had been in place at the outset of the fiscal year, the impacts to the Authority's existing cities would be as follows:

City	FY19/20 Modeled Assessment	Revised Operations Allocation	Revised Tech. Services Allocation	Revised Total Allocation	\$ Decrease Existing Cities	% Decrease Existing Cities
Culver City	\$2,620,619	\$2,389,220	\$167,580	\$2,556,800	(\$63,819)	-2%
El Segundo	\$1,852,694	\$1,649,835	\$152,149	\$1,801,984	(\$50,710)	-3%
Gardena	\$2,067,757	\$1,855,366	\$173,755	\$2,029,121	(\$38,636)	-2%
Hawthorne	\$2,645,895	\$2,344,285	\$273,325	\$2,617,610	(\$28,285)	-1%
Hermosa Beach	\$1,175,233	\$1,039,536	\$87,201	\$1,126,737	(\$48,496)	-4%
Manhattan Beach	\$2,026,090	\$1,736,915	\$227,030	\$1,963,945	(\$62,145)	-3%
Palos Verdes Est.	N/A	\$1,089,642	\$35,972	\$1,125,614	-	-
TOTAL	\$12,388,288	\$12,104,801	\$1,117,011	\$13,221,811	(\$292,090)	-



Shared Services Model

Under this model, the Authority would need to hire two (2) additional Communications Operators that would be deployed as follows:

- Call-Takers (2) staffed at strategic times of the week to handle increased levels of phone calls

Based on the Authority's Fiscal Year 2019-2020 adopted budget and negotiated costs effective during this period, if the City were to contract for services during this same period, the costs under the Shared Services Model would be as follows:

OPERATIONS	COST
Call-Taking Emergency Calls	\$58,455
Call-Taking Non-Emergency Calls	207,972
Police - Dedicated Dispatch Support	348,745
Police - Calls for Service Readiness Support	135,382
TECHNICAL SERVICES	COST
Workload Support ³	18,059
Dedicated Support	18,059
TOTAL	\$786,673

Besides the costs associated with the additional Communications Operators that would need to be hired to service the City, the above costs include the City's share of the Authority's administration expenses. By absorbing these expenses, the Authority's central costs would be spread over an additional, seventh city. Therefore, the Authority's existing member and contract cities' annual assessment fees, as calculated under the Cost Allocation Policy, would be reduced by a corollary amount. Additionally, this model presumes that the City would share police dispatching services with HBPD. As such, the modeled assessment for the City of Hermosa Beach would be reduced significantly due to a reduction of dedicated HBPD dispatch service from 1.0 FTE to 0.5 FTE at all times.

If the City were to have contracted for shared police dispatching services throughout Fiscal Year 2019-2020 and the Cost Allocation Policy adopted by the Board of Directors in September 2019 had been in place at the outset of the fiscal year, the impacts to the Authority's existing cities would be as follows:

³ The amount identified as Workload Support is an approximation only. Under the Cost Allocation Policy, Workload Support charges are derived by each agency's corresponding percentage of vehicle installation and repair work orders. Accounting of and billing for Workload Support charges would occur on a quarterly basis.

City	FY19/20 Modeled Assessment	Revised Operations Allocation	Revised Tech. Services Allocation	Revised Total Allocation	\$ Decrease Existing Cities	% Decrease Existing Cities
Culver City	\$2,620,619	\$2,409,172	\$168,263	\$2,577,435	(\$43,184)	-2%
El Segundo	\$1,852,694	\$1,668,871	\$152,769	\$1,821,641	(\$31,053)	-2%
Gardena	\$2,067,757	\$1,854,503	\$174,463	\$2,028,966	(\$38,791)	-2%
Hawthorne	\$2,645,895	\$2,344,935	\$274,439	\$2,619,374	(\$26,521)	-1%
Hermosa Beach	\$1,175,233	\$695,743	\$87,556	\$783,300	(\$391,934)	-33%
Manhattan Beach	\$2,026,090	\$1,751,325	\$227,955	\$1,979,280	(\$46,810)	-2%
Palos Verdes Est.	N/A	\$750,555	\$36,118	\$786,673	-	-
TOTAL	\$12,388,288	\$11,475,104	\$1,121,564	\$12,596,669	(\$578,292)	-



7. BENEFITS OF CONSOLIDATION

If the City were to contract with the Authority for dispatching services, PVEPD would join six (6) other police departments and three (3) fire departments that have determined that consolidated dispatching services provide tangible benefits to their agencies and communities. Such benefits include:

- Peace of mind that mission-critical police dispatching services are provided day in and day out by an agency that has been solely dedicated to this aspect of public safety operations for over 40 years.
- A Communications Center staffed with over 50 trained professionals who currently process approximately 2,500 9-1-1 calls every week (over 130,000 annually). Such call volume provides dispatchers with regular exposure in the processing of calls involving major crimes and high-risk incidents. This, in turn, allows staff to develop an unrivaled depth and breadth of experience in managing public safety communications and leads to the Communications Center routinely performing at an outstanding level during critical incidents.
- Surge capacity: The ability for the Communications Center to scale up with “all hands on deck” during major incidents. Minimum staffing is currently 11-13 employees at all times.
- Improved and faster communications and coordination between allied agencies.
- Current budget savings due to economies of scale and reduction of costly unnecessary capital redundancies.
- Long-term budget savings related to contracting for services that would reduce, or curtail the growth of, CalPERS Unfunded Accrued Liability (“UAL”) and other post-employment benefits (“OPEB”) costs.
- Access to more advanced emergency communications systems and technology than would be affordable or practical by a traditional single city Communications Center.

Besides the aforementioned benefits to the City, the Authority’s existing member and contract cities would also benefit from the City contracting for police dispatching services. With each agency that becomes a client of the Authority, more of the Authority’s fixed and central costs are spread over a larger base, making the Authority’s services more affordable to all participating cities. Additionally, the expansion of the client base diversifies the risk taken by the Authority’s member and contract cities, strengthening their resilience and increasing fiscal sustainability.

8. TRANSITION PLAN FOR EXISTING CITY EMPLOYEES

Should the City ultimately contract for dispatching services, the Authority would intend to hire existing PVEPD Service Officers who are interested in becoming Communications Operators with the Authority—up to eight (8) if the City contracted for dedicated services and up to two (2) for shared services. Under regulations established by the State of California’s Commission on Peace Officer Standards and Training (“POST”), the Authority is required to confirm that prospective employees meet the following minimum standards:

- Verbal, reasoning, memory, and perceptual abilities assessment (POST Public Safety Dispatchers' Basic Course certificate)
- Oral communication skills evaluation (employment interview)
- Background investigation (including fingerprint and DMV records check)
- Medical examination (including a psychological screening)

The process for selection and employment of the City’s Service Officers as Authority Communications Operators would be as follows:

1. City provides Authority with a list of City employees who are interested in transitioning their careers to employment to the Authority, along with copies of their POST Public Safety Dispatchers' Basic Course certificates.
2. Authority managers interview interested City employees.
3. Authority conducts background investigations, including polygraph examinations, on City employees who successfully pass their interviews.
4. Authority issues conditional offers of employment to City employees who successfully pass their background investigations.
5. Authority’s psychologist conducts psychological screenings of City employees who accept conditional offers of employment.
6. Authority’s physician conducts pre-employment medical examinations of City employees who successfully pass their psychological screenings.
7. Authority issues final offers of employment to City employees who successfully pass pre-employment medical examinations.

The Authority provides excellent pay and benefits to its Communications Operators. Highlights of the compensation package are as follows:

- Salary: \$5,684 to \$7,545 per month
- Insurance: \$1,060 per month premiums for health and dental insurance. Authority pays 100% of the premium cost for vision care and \$100,000 in life insurance.
- Retirement: 2% at 60 formula for existing “Classic” CalPERS members with less than a six-month break in service from another CalPERS or CalPERS reciprocal agency; or 2% at 62 formula for new CalPERS members.
- Vacation: Full-time employees who have completed twelve months of continuous service are eligible for paid vacation leave. A one-time award of 48 hours vacation leave is granted upon successful completion of probation.

Vacation leave is earned and accrued as follows:

- Less than 5 years of service – 6 hours per month
- 5 through 9 years – 8 hours per month
- 10 or more years – 10 hours per month
- Holidays: Eight (8) fixed holidays and six (6) floating holidays annually.
- Sick Leave: Full-time employees who have completed three months of continuous service are eligible for paid sick leave. Sick leave is earned at a rate of 7 hours per month.
- Probation Period: 15 Months

Per the Authority’s Memorandum of Understanding (“MOU”) with Teamsters Local 911, any City employees hired as Authority Communications Operators would be assigned seniority dates equal to their first day of employment with the Authority.

9. LIMITATIONS OF PHASE ONE STUDY AND OTHER STIPULATIONS

1. The Dedicated Services Model and Shared Services Model are based on the phone call, calls for service data, and vehicle fleet data provided by the City:

911 Calls	10 Digit Calls	Police Calls for Service	# of Vehicles
2,479	34,498	26,377	19

The Authority notes that the number of 10 digit calls received by PVEPD's Communication Center are over 10 times the amount of 9-1-1 calls that it receives. This raises concern because the Authority's other cities have ratios that range between 1:1 and 5:1. If the City is accounting for a significant number of 10 digit calls that are currently handled by its Communications Center now, but would not be handled by the Authority if PVEPD contracted for dispatching services, the Authority's cost for providing dispatching services to the City would be reduced (as would the projected cost savings for the Authority's existing member and contract cities). Should the City desire to proceed with Phase Two of this study, staff would work with the City to get a clearer understanding of the workload associated with these non-emergency calls to refine this cost analysis. Staff would also work with the City to develop plans to prevent 10 digit calls that have no bearing on calls for service or field unit activities from being handled by the Authority.

2. The models presented in Phase One of this study are approximations of the costs that the City would likely be required to pay if it contracted for services with the Authority during Fiscal Year 2019-2020. Should the City ultimately contract for services, the actual costs would be determined annually based on the formula established in the Cost Allocation Policy, the Authority's operating costs during that fiscal year, and the assessment schedule approved by the Board of Directors.
3. If the City desires to contract for shared police dispatching services but none of the Authority's existing member and contract cities are interested in such an arrangement, shared service would not be an option for the City.
4. If the City were to contract with the Authority for dispatching services, a number of one-time and recurring costs would be borne by the City. These costs include, but are not limited to:
 - a. Radio system integration services.
 - b. Upgrading of the City's mobile and portable radios.
 - c. Fees associated with transitioning to the Authority's CAD system.
 - d. Fees to outside entities and regulatory agencies re: transfer of phone lines.
 - e. Fees for Information Technology services from the City of Hawthorne to facilitate transition.

10. PHASE TWO OF FEASIBILITY STUDY

As indicated above, the purpose of this Phase One study was to determine if consolidation of dispatching services is technologically feasible, to approximate the annual costs to the City for consolidation, and to determine the potential fiscal impact of consolidation on the Authority's existing member and contract cities.

If the City elects to proceed with Phase Two of this study, Authority staff would expend considerable amounts of time working with City staff to thoroughly review the City's phone call and calls for service metrics, develop staffing models, determine one-time and ancillary recurring costs related to the proposed consolidation, and develop timelines associated with consolidation.

In order to proceed, the City should provide the Authority with a written request to conduct Phase Two of the study. Such request shall include a Phase Two Feasibility Study Evaluation Fee in the amount of \$25,000 which will be used to offset costs incurred by the Authority for conducting the research and developing the plans necessary for the City to determine if consolidation is the appropriate decision for its police dispatching needs. Below is an estimate of Authority staff time that would be involved with conducting Phase Two of this study, which exceeds the proposed \$25,000 fee.

Position	Estimated Hours	Fully Burdened Hourly Rate	Total
Executive Director	40	\$140.16	\$5,607
Operations Manager	80	\$109.88	\$8,790
Administrative Services Manager	80	\$104.84	\$8,387
Communications Supervisor	40	\$71.09	\$2,844
Total	240		\$25,628

F-2

Attachment 2

RESOLUTION NO. _____**RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AMENDING THE SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2019-2020 TO INCLUDE A PHASE TWO OF FEASIBILITY STUDY FEE**

The Executive Committee of the South Bay Regional Public Communications Authority does resolve as follows:

1. The recovery of costs incurred by the Authority for providing services to outside agencies is necessary for the efficient management of the Authority's operations.
2. The Executive Committee hereby establishes as Phase Two of Feasibility Study Fee, effective December 19, 2019, in the amount of \$25,000.
3. The secretary shall certify to the adoption of this Resolution by the Executive Committee of the South Bay Regional Public Communications Authority.

Passed, approved, and adopted in a meeting held on the 19th day of November, 2019 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Bruce Moe, Chair
Executive Committee

Erick B. Lee, Secretary
Executive Committee

F-3



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 19, 2019

ITEM NUMBER: F-3

TO: Executive Committee

FROM: Erick B. Lee, Executive Director

SUBJECT: AGREEMENT BETWEEN THE CITY OF EL SEGUNDO AND THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY FOR EMERGENCY POLICE AND FIRE DISPATCH SERVICES; AND

AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT

ATTACHMENTS: 1. Agreement

RECOMMENDATION

Staff recommends that the Executive Committee:

1. Approve the agreement between the City of El Segundo and the South Bay Regional Public Communications Authority for emergency police and fire dispatch services.
2. Authorize the Executive Director to execute the agreement, with any minor, non-substantive changes that may be requested by the City of El Segundo, provided that such changes are approved by the Authority's General Counsel and the Chair of the Executive Committee.

BACKGROUND

In July 2010, the Authority entered into a 10-year agreement with the City of El Segundo ("City") for police and fire dispatching services. The current agreement expires on September 30, 2020. The City's annual assessment for Fiscal Year 2019-2020 totaled \$1,372,870.

DISCUSSION

On September 17, 2019, the Board of Directors adopted a new Cost Allocation Policy. With the adoption of this policy, the Board resolved that "All future agreements with contract agencies shall utilize the Cost Allocation Policy as the basis for their assessment charges and, to the extent possible, conform with the tenets of the policy." Based on the methodology established by the Cost Allocation Policy, and modeling of the Authority's Fiscal Year 2019-2020 assessments according to this policy, the annual assessment increase for the City was projected be \$479,824, which equates to a 35% year-over-year increase.

Given the magnitude of this increase and the impact its immediate implementation would have on the City's budget, City representatives requested that any successor agreement with the Authority consider this fiscal constraint and allow the City to gradually increase its annual obligations under the Cost Allocation Policy to the full amount over a four (4) year period. Additionally, the City requested:

- Preservation of legacy pricing developed under terms of the current agreement for the first three (3) months of Fiscal Year 2020-2021 to ensure the City's budget under its federal fiscal year (October 1 to September 30) is not negatively impacted.
- Incorporation of industry performance standards for dispatching.
- Recognition that the City is exploring options related to regional fire-specific dispatching for its Fire Department and an opt-out clause for the City to terminate the fire dispatching services in the agreement.

A summary of the significant changes in the proposed agreement are as follows:

1. Termination of the existing agreement three (3) months early, with preservation of legacy pricing for that same period under the successor agreement as requested by the City.
2. New 10 year term beginning July 1, 2020 and ending June 30, 2030.
3. Clarification of radio sites maintained by the Authority.
4. Incorporation of industry performance standards:
 - a. 9-1-1 Call Answering Time
Ninety percent (90%) of all 9-1-1 calls shall be answered within ten (10) seconds during the busy hour (the hour each day with the greatest call volume) and ninety-five (95%) of all 9-1-1 calls shall be answered within twenty (20) seconds [National Emergency Number Association 56-005.1, Revised August 31, 2017].
 - b. Call Processing Time
Call processing time for emergency events, as measured from the time a call is answered to the time Fire Department personnel are dispatched, shall be completed within sixty (60) seconds, ninety (90) percent of the time [National Fire Protection Association 1221, 2019 Edition].
5. Remedies for City if the specified industry standards are not achieved.
6. Right for City to terminate the fire dispatching services in the agreement if City determines its fire dispatching needs would be better served by an entity other than the Authority.
 - a. The City would have to provide the Authority with a notice of intent to terminate these services 12 months prior to the termination date, along with a termination fee equal to 10% of the annual assessment amount for fire dispatching services.
 - b. The termination fee would be waived if, after three (3) years, the Authority cannot demonstrate compliance with the industry performance standards described above.

7. Incorporation of the new Cost Allocation Policy, phased in over the first four years of the agreement, with annual caps on the annual assessment during this four year period as follows:
 - a. Fiscal Year 2020-2021: \$1,493,738
 - b. Fiscal Year 2021-2022: \$1,699,634
 - c. Fiscal Year 2022-2023: \$1,869,811
 - d. Fiscal Year 2023-2024: \$2,044,684
8. Change in late payment penalty structure to conform with the same standards as outlined in the Authority's Bylaws for member cities:
 - a. 5% penalty for payments received 15 to 29 days late.
 - b. 10% penalty for payments received 30+ days late.
9. Elimination of the \$15,000 annual fee for the maintenance of City radio sites.

Under the terms of the proposed agreement, the Authority would continue its longstanding contractual relationship with the City of El Segundo and achieve full implementation of the new Cost Allocation Policy within four years. This agreement ensures the Authority's remaining police and fire departments continue to have seamless field communications and mutual aid with this vital public safety partner. Additionally, the central costs associated with Authority's administration continue to be spread over six cities.

FISCAL IMPACT

Over the past 10 years, the City's annual assessment has increased an average of 1.9% per year and have not kept up with the Authority's costs for providing its services. Under the proposed agreement, the City's annual assessment will increase an average of 9.7% per year over four (4) years until the Cost Allocation Policy is fully implemented and full cost recovery is achieved in Fiscal Year 2024-2025.

A summary of the fiscal impact of the four (4) years of phasing is as follows:

Fiscal Impact of Four Year Phasing	FY20/21 Year 1	FY21/22 Year 2	FY22/23 Year 3	FY23/24 Year 4	4 Year Totals
Modeled Assessment from Prior Year Base	\$1,852,694	\$1,903,828	\$1,956,374	\$2,010,370	\$7,723,266
CPIU Estimate	2.76%	2.76%	2.76%	2.76%	
Proj. Assessment Under New Cost Policy	\$1,903,828	\$1,956,374	\$2,010,370	\$2,065,856	\$7,936,428
Prior Year's Base	\$1,372,870	\$1,534,028	\$1,699,634	\$1,869,811	\$6,476,343
1/4 of Modeled Increase	\$119,956	\$119,956	\$119,956	\$119,956	\$479,824
CPIU Estimate @ 2.76%	\$41,202	\$45,650	\$50,221	\$54,918	\$191,990
Total Assessment with Phasing Approach	\$1,534,028	\$1,699,634	\$1,869,811	\$2,044,684	\$7,148,157
Accounting of Q1 Pricing In Legacy Contract	\$343,218	-	-		\$343,218
Remaining Quarters with Phasing Approach	\$1,150,521	\$1,699,634	\$1,869,811	\$2,044,684	\$6,764,650
Total Under Proposed Agreement	\$1,493,738	\$1,699,634	\$1,869,811	\$2,044,684	\$7,107,867
Proj. \$ Increase to City	\$120,868	\$165,606	\$170,177	\$174,874	\$631,525
Proj. % Increase to City	8.8%	10.8%	10.0%	9.4%	9.8%
Proj. \$ Discount Provided by RCC Members	\$410,090	\$256,740	\$140,559	\$21,172	\$828,561
Proj. % Discount Provided by RCC Members	21.54%	13.12%	6.99%	1.02%	10.44%

This phased approach results in over \$800,000 in projected savings to the City, in the form of discounts provided by the Authority's member cities, during the first four (4) years of the agreement. Under the Cost Allocation Policy and beginning in Fiscal Year 2020-2021, these discounts would technically create four (4) years of budget deficits that would need to be overcome by premiums added to the annual assessments charged to member cities or by the appropriation of available Authority reserve funds.

F-3

Attachment 1

AGREEMENT FOR EMERGENCY POLICE & FIRE DISPATCH SERVICES

THIS AGREEMENT FOR EMERGENCY POLICE AND FIRE DISPATCH SERVICES ("Agreement") is entered into as of the date set forth below by and between the City of El Segundo, a general law city and municipal corporation ("City") and the South Bay Regional Public Communications Authority, a joint powers authority ("Authority").

R E C I T A L S

- A. City desires that the Authority provide dispatch services to its police and fire departments.
- B. Authority represents that it possesses the requisite expertise, equipment, personnel and qualifications to provide such services to City.
- C. By this Agreement, the parties desire to set forth the terms and conditions under which the services are to be provided to City.
- D. Authority and City acknowledge that by executing this Agreement they are terminating the agreement commencing October 1, 2010 and expiring September 30, 2020 ("Initial Agreement") three months early, on June 30, 2020 at 11:59 pm. The price point of \$343,217 associated with the last three months of the Initial Agreement is honored and incorporated into the first three months (1st quarter billing) pricing of the new fee structure within this Agreement beginning July 1, 2020.

NOW, THEREFORE, in consideration of the foregoing, and the promises and covenants hereinafter set forth, the parties agree as follows:

- 1. Term of Agreement. The term of this Agreement shall be for a period of ten (10) years commencing from July 1, 2020, and expiring on June 30, 2030. Thereafter, the parties may mutually agree to renew this Agreement for additional designated periods by amendment to the Agreement.
- 2. Frequency Sharing.
 - a. Authority Channels. Subject to and in conformance with Section 90.421 and 90.421(a) of the rules and regulations of the Federal Communications Commission (FCC) and any such successor rules and regulations, and for as long as this Agreement is in effect, Authority shall permit the City to use in the City's mobile and portable transmitter units all radio frequency assignments that are licensed to Authority and its members and not licensed to City (the "Authority Channels") for the City's use in connection with emergency police and fire communications services provided by Authority.

- b. City Channels. City will continue to maintain in its own name FCC authorizations covering the use of the frequency assignments 453.775, 155.430, 154.130, 154.280, 154.355, 153.860, 155.055, 471/474.3375, and 472/475.5375 (the "City Channels") in the mobile, portable transmitter units, and/or City Site Transmitters (defined as the sites located at the Water Tower at 400 Lomita Street and at Pacific Corporate Towers) licensed by the FCC for use by City for emergency police and fire communications. The City hereby designates, pursuant to and in conformance with Section 90.463(a) of the FCC's rules and any successor regulations, the Authority as its agent to control the City Site Transmitters. The foregoing notwithstanding, Authority acknowledges that City also operates certain of the City Channels pursuant to the FCC authorization bearing the call sign WQKG689 and will not interpose an objection to City's continued use of those City Channels consistent with that authorization, so long as such use causes no harmful interference to Authority's use of the City Channels on behalf of City. If City obtains the use of additional frequency assignments, those frequency assignments are not subject to this Agreement and are for the exclusive use of City unless City otherwise specifies in writing.
- c. Rights to City Channels Upon Termination. City and Authority agree that, upon termination of this Agreement: (i) any and all rights to the City Channels vest exclusively in City; (ii) Authority expressly waives any claims or rights to the City Channels; (iii) Authority must promptly modify any FCC authorizations it holds and cause its members to modify any FCC authorizations they hold to delete authority permitting the use of the City Channels by Authority or its members; (iv) at the City's request, Authority must promptly modify any equipment it operates and cause its members to modify any equipment they operate to remove the ability of that equipment to use the City Channels; and (v) Authority shall promptly modify its dispatch console and related equipment so that it is no longer capable of controlling the City Site Transmitters.
- d. Rights to Authority Channels Upon Termination. City and Authority further agree that, upon termination of this Agreement: (i) any and all rights to the Authority Channels shall vest exclusively in Authority; (ii) City expressly waives any claims or rights to the Authority Channels; (iii) City must promptly modify any FCC authorizations it holds to delete authority permitting use of the Authority Channels by City; and (iv) at the Authority's request, the City must promptly modify any equipment it operates to remove the ability of that equipment to use the Authority Channels.

- e. Shared Channels. City and Authority further agree that as to any frequencies that are licensed to both City and Authority by the FCC as of the date of this Agreement (the "Shared Channels"), this Agreement shall not in any way effect a change in the rights and obligations of City and Authority under those licenses.

3. Dispatch Services.

- a. Authority shall provide City with emergency police and fire dispatch services on a 24 hours, 7 days per week basis utilizing Authority's dispatch and control station transmitter facilities located in the City of Hawthorne. Authority shall establish a separate dispatch console for providing dispatch services to City's Police Department. City's Fire Department shall be dispatched by the Authority's multi-agency fire dispatch.
- b. The Authority shall, to the extent permitted by the FCC rules, provide access to and share its radio telecommunications infrastructure and facilities with City in connection with emergency police and fire dispatch services provided by Authority to City.
- c. The Authority shall provide fire dispatch services, to the best of its abilities, in a manner that conforms with the following industry standards:

9-1-1 Call Answering Time: Ninety percent (90%) of all 9-1-1 calls shall be answered within ten (10) seconds during the busy hour (the hour each day with the greatest call volume) and ninety-five (95%) of all 9-1-1 calls shall be answered within twenty (20) seconds [*National Emergency Number Association 56-005.1, Revised August 31, 2017*].

Call Processing Time: Call processing time for emergency events, as measured from the time a call is answered to the time Fire Department personnel are dispatched, shall be completed within sixty (60) seconds, ninety (90) percent of the time [*National Fire Protection Association 1221, 2019 Edition*].

The Authority shall provide City with reports documenting its 9-1-1 Call Answering Times periodically and upon request. Once City and Authority transition to a Computer Aided Dispatch ("CAD") system capable of providing reports necessary to determine compliance with the Call Processing Time benchmarks established by National Fire Protection Association ("NFPA") Standard 1221, Authority shall provide City with reports documenting its Call Processing Times periodically and upon request.

If at any time 9-1-1 Call Answering Times and/or Call Processing Times are determined not to be within the standards established above, City and Authority mutually agree to use reasonable efforts in order to meet these standards including, but not limited to:

- i. Review and refinement of fire call taking and fire dispatching policies and procedures.
- ii. Review of staffing levels and recommendation of modifications.
- iii. Consultation with third parties about best practices.

Except as provided in Section 3d of this Agreement, failure of Authority to meet any of the standards established in this section shall not constitute a default under this Agreement nor shall it be grounds for City to terminate this Agreement.

- d. City's Right to Terminate Fire Dispatching Services. Authority acknowledges that City is exploring options related to regional fire-specific dispatching for City's Fire Department. If City in its sole opinion determines that its Fire Department's dispatching needs would be better served by an entity other than the Authority, City has the right to terminate Authority's provisioning of fire dispatch services. In order to exercise this right, City must provide the Authority with a notice of intent to terminate Authority's provisioning of fire dispatch services at least 12 months prior to the termination date. Such notice shall include a termination fee in the amount equal to 10 percent of the total annual assessment fees assessed by Authority on City for fire dispatch services only for the fiscal year in which the notice is served.

Authority and City shall collaboratively work together to be in compliance with the industry standards listed in Section 3c of this Agreement. If, by July 2023 or three years after City and Authority transition to a CAD system capable of providing reports necessary to determine compliance with the Call Processing Time benchmarks established by NFPA Standard 1221, whichever is later, the industry standards listed in Section 3c of this Agreement are not met, on average, during the previous 12 months (or thereafter are not met during two consecutive 12 month periods), then the 10% termination fee shall be waived if the Fire Department exercises its right to terminate Authority's provisioning of fire dispatch services. City acknowledges that termination of fire dispatching services will cause a reallocation of its annual assessment fees according to Section 6 (Consideration for Services) of this Agreement.

- 4. Equipment Installation, Maintenance & Repair Services of Mobile and Portable Equipment. Equipment installation, maintenance and repair services apply to current and future emergency lighting, sirens, mobile data computers ("MDCs"), mobile and portable radio equipment, and audio/video equipment (collectively "Emergency Equipment") used in vehicles of City Police Department, Fire

Department, and Public Works Department. Authority shall install and maintain Emergency Equipment. City shall bear the cost of purchasing new or replacement lights, sirens and Authority-installed Emergency Equipment, including mobile and portable radios. When possible, the repairs required of the mobile and portable radios and MDCs will be done by Authority staff. However, repairs exceeding the capabilities of Authority staff will be sent to an outside vendor for an estimate of charges and after obtaining City's approval of such estimate, the Authority may authorize the repair of such equipment, the costs of which shall be billed by Authority back to City. As a result of Police and Fire Task Force action, the Authority's Technical Department maintains specific types of mobile radios, portable radios and MDCs. For standardization purposes, City will be provided specifications for Authority-recognized equipment. If City requests in writing that Authority purchase equipment, material, apparatus and parts specifically and solely intended for installation and or maintenance of City's equipment under this Section, City will be billed separately by Authority for the cost of such purchases.

5. Fiscal Year. The fiscal years referred to in this Agreement shall refer to an annual period beginning on July 1 and ending the following calendar year on June 30.
6. Consideration for Services. In consideration for all services provided by Authority to City in this Agreement, City shall pay to Authority the fees described in this Section:
 - a. An annual assessment fee as determined by the Cost Allocation Policy adopted by resolution of the Authority's Board of Directors. For reference purposes, the current Cost Allocation Policy in effect at the time of the execution of this Agreement is incorporated into this Agreement as Exhibit A. Authority will notify City of any amendments to this policy adopted by the Board of Directors within 30 days of such adoption.

The annual assessment fee shall be increased or decreased each year this Agreement is in effect based on the Cost Allocation Policy adopted by resolution of the Authority's Board of Directors. Authority shall notify City by April 1 of each year this Agreement is in effect of the annual assessment fee for the ensuing fiscal year. To allow cost increases for City to be phased in over a four year period, for each fiscal year through Fiscal Year 2023-24, the annual assessment fee shall be adjusted as follows:

- i. For Fiscal Year 2020-2021, year 1 of this Agreement, City's annual assessment fee shall not exceed \$1,493,738. The annual assessment fee will be billed in four equal quarterly payments in the amount of \$373,434.50.
- ii. For Fiscal Year 2021-2022, year 2 of this Agreement, City's annual assessment fee shall not exceed \$1,699,634.

- iii. For Fiscal Year 2022-2023, year 3 of this Agreement , the City's annual assessment fee shall not exceed \$1,869,811.
 - iv. For Fiscal Year 2023-2024, year 4 of this Agreement, the City's annual assessment fee shall not exceed \$2,044,684.
- b. A workload support fee for Technical Services Division equipment installation, maintenance and repair services as determined by the Cost Allocation Policy adopted by resolution of the Authority's Board of Directors.
- In accordance with the policy, the billing of workload support fees will occur on a quarterly basis.
- c. The annual assessment fee for services to be paid to Authority by City shall be paid in four equal installments and on a quarterly basis, due by July 15th, October 15th, January 15th, and April 15th of each fiscal year.
 - d. At City's election, Authority shall furnish City quarterly invoices, at least thirty (30) days before the due date of installment payments. A five percent (5%) penalty shall attach to service payments received by Authority's Treasurer 15 to 29 days late, and a ten percent (10%) penalty shall attach to service payments received by Authority's Treasurer that are 30 or more days late.
 - e. Maintenance of Radio Equipment at City Sites: The Authority maintains the following radio sites for City ("City Sites"):
- i. Transmitter and Receiver Site located at Pacific Corporate Towers
 - ii. Receiver Site located at west-side of Chevron refinery
 - iii. Transmitter and Receiver Site located at the Water Tower at 400 Lomita Street

Authority is responsible for all costs related to the maintenance of the equipment located at the City Sites and must pay the costs of upgrading or replacing the equipment located at the City Sites when required. There are no rental costs or written leases associated with the City Sites, except for the site designated as Pacific Corporate Towers. City agrees that the cost of renting space at the transmitter and receiver site located at Pacific Corporate Towers shall remain City's obligation and City shall continue to be the lessee of that transmitter and receiver site.

7. Nature of Agreement. This Agreement shall not convey to City any duties, obligations, responsibilities or privileges of membership in Authority; City is contracting for service only. Authority and City agree that this Agreement shall not confer on City any rights to the assets of Authority.

8. Dispute Resolution. City and Authority shall attempt to settle any claim, dispute or controversy arising from this Agreement through consultation and negotiation in good faith and in a spirit of mutual cooperation. If those attempts fail, the dispute shall be mediated by a mediator chosen jointly by City and Authority within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and City and Authority shall share the cost of the mediation equally. The parties may agree to engage in some other form of non-binding alternate dispute resolution ("ADR") procedure in lieu of mediation. Any dispute that cannot be resolved between the parties through negotiation or mediation within two months after the date of the initial demand for non-binding mediation may then be submitted to a court of competent jurisdiction in the County of Los Angeles, California. If a lawsuit is necessary to resolve any dispute arising out of any of the provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs of suit as adjudicated and determined by the Court.

9. Indemnification.
 - a. City agrees to indemnify, hold harmless and defend Authority and all its successors and assignees, and its officers, directors, agents and employees, and all of the officers, officials, and employees of each of the cities that are members of the Authority at the time the Agreement is in effect from any and all claims, demands, losses, damages, actions, causes of action, suits, expenses and or liability whatsoever, including attorney's fees and costs of suit, arising from or occasioned by any act, omission or negligence of the City of El Segundo or its agents, officers, servants or employees, in the performance of this Agreement.

 - b. Authority agrees to indemnify, hold harmless and defend City and all its successors and assignees, and its officers, directors agents and employees from any and all claims, demands, loss, damages, actions, causes of action, suits, expenses and or liability whatsoever, including attorney's fees and costs of suit, arising from or occasioned by any act, omission or negligence of Authority or its agents, officers, servants or employees, in the performance of this Agreement.

10. Governing Law. The rights and obligations of the parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be the Los Angeles Superior Court or appropriate federal district court for the Central District of California.

11. Entire Agreement. This Agreement contains the full and entire agreement between and among the parties with respect to the entire subject matter hereof and supersedes any and all previous or contemporaneous agreements and discussions, whether written or oral. Any and all prior or contemporaneous discussions, negotiations, writings, commitments and/or undertakings are merged herein, and no representations by any party not embodied herein shall be valid or binding.
12. Amendments to Agreement. This Agreement may be amended only by a subsequent agreement in writing signed by all parties to this Agreement.
13. Severability. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other of the provisions of this Agreement.
14. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; however, all such counterparts shall constitute but one and the same instrument with the effective date hereof being the date set forth below herein.
15. Authority to Execute. Each person signing this Agreement warrants and represents that, to the extent he or she is executing this Agreement for and on behalf of an entity, he or she has been fully empowered and properly authorized to execute this Agreement for and behalf of said entity, and instructed by those having the requisite authority to cause said entity to make and enter into this Agreement.
16. Notices. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party sent by Registered Mail of the United States Postal Service addressed as follows:

CITY: Attention: City Clerk
 City of El Segundo
 350 Main Street
 El Segundo, CA 90245

AUTHORITY: Attention: Executive Director
 South Bay Regional Public Communications Authority
 4440 West Broadway
 Hawthorne, CA 90250

The notices shall be deemed to have been given as of the date of personal service, or three days after deposit of the same in the custody of the United States Postal Service. City agrees to provide any required notice to

Authority at or addressed to any new headquarters/facility that Authority may move to, upon the City being advised of Authority's new address. Authority agrees to provide any required notice to City at or addressed to any new headquarters/facility that City may move to, upon the Authority being advised of City's new address.

17. Default. In the event of default by either party hereto, upon written notice by the non- defaulting party, the defaulting party shall have 30 days to cure any default hereunder unless such relates to the provision of emergency services, in which event the defaulting party shall be required to cure a default as soon as is practicable. Failure to cure a default as required by this section shall constitute a material breach of this Agreement and grounds for immediate termination for cause.
18. Joint Drafting. Should a dispute arise respecting this Agreement, the Agreement shall be interpreted as though it were jointly drafted by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement entered into
this _____ day of _____, 20_____.

CITY OF EL SEGUNDO

SOUTH BAY REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY

DREW BOYLES, Mayor

BRUCE MOE, Chairperson
Executive Committee

BILL WHALEN, Chief of Police

ERICK B. LEE, Executive Director

CHRIS DONOVAN, Fire Chief

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARK HENSLEY, City Attorney

JENNIFER PETRUSIS, General Counsel

EXHIBIT “A”

Cost Allocation Policy

Section 1. Background. This Cost Allocation Policy is based on the Matrix Consulting Group’s *Report on the Cost of Services and Cost Allocation Study – August 2019* that was accepted by the Executive Committee on August 20, 2019.

Section 2. Updating of Policy. In accordance with the consultant’s recommendations, the assessment methodologies and corresponding cost allocation model that serve as the foundation of this Cost Allocation Policy should be updated every 5-7 years or when a new agency begins to receive, or an existing agency ceases to receive, services from the Authority.

Section 3. Total Fiscal Year Costs. As established by the Authority’s Budgetary Policy, staff shall develop a preliminary fiscal year operating and capital outlay budget for presentation to the Executive Committee in February of each year. This budget will include the total costs to operate the Authority for the fiscal year (“Total Fiscal Year Costs”). Based on this preliminary budget, staff shall separate the Total Fiscal Year Costs into the following three categories:

1. Administrative costs
2. Operations Department costs
3. Technical Services Division costs

Each agency shall be assessed its proportionate share of Operations Department and Technical Services Division costs, including commensurate allocations of indirect Administrative costs, as part of the fiscal year budget adopted by the Board of Directors in March of each year.

Section 4. Administrative Costs. The portion of the Total Fiscal Year Costs relating to the Authority’s Administration shall be determined to be its Administrative costs. Such costs shall include:

1. Personnel Costs: Administration Department salaries and benefits
2. Operating Costs: Administration Department supplies, equipment, and services
3. Fixed Assets: Annual depreciation costs associated with building and equipment
4. Capital Outlay: Any capital improvement program expenses
5. Reallocation of Technical Services Costs: Any Authority-wide costs budgeted in the Technical Services Division
6. Revenue Offsets: Reimbursement and investment earnings revenues

Section 4.A. Administrative Functions. Administrative costs shall be allocated to the following four functional areas:

Function	Allocation of Administrative Costs
Authority-wide support	14%
Financial support	10%
Personnel and support services support	54%
Operations support	22%
Total	100%

Section 4.B. Allocation of Administrative Costs. Administrative costs from the four functional areas shall be allocated between the Operations Department and the Technical Services Division in accordance with the following schedule:

Function	Operations Department	Technical Services Division	Total
Authority-wide support	81%	19%	100%
Financial support	50%	50%	100%
Personnel and support services support	92%	8%	100%
Operations support	100%	0%	100%

Section 5. Operations Department Costs. The portion of the Total Fiscal Year Costs relating to dispatching services shall be determined to be the Operations Department costs. Such costs shall include:

1. Personnel Costs: Operations Department salaries and benefits
2. Operating Costs: Operations Department supplies, equipment, and services
3. Revenue Offsets: Reimbursement revenues
4. Incoming Indirect Support: Administrative costs and support received from the Technical Services Division

Section 5.A. Operations Department Functions. As part of the annual budget development process, the Executive Director shall develop a staffing allocation plan that allocates Communications Operator staffing between the Operations Department's three functional areas of Call-Taking, Police Dispatch and Fire Dispatch. All Operations Department costs shall be allocated according to this staffing allocation plan.

Beginning in Fiscal Year 2020-2021 and until a modified staffing allocation plan is recommended by the Executive Director and approved by the Executive Committee, the staffing allocation plan and corollary allocation of Operations Department costs between the three functional areas is as follows:

Function	Position Allocations	Allocation of Operations Department Costs
Call-Taking	3.5	32%
Police Dispatch	6.0	55%
Fire Dispatch	1.5	13%
Total	11.0	100%

Section 5.B. Allocation of Operations Department Costs. The allocation of Operations Department costs between its three functional areas shall be in accordance with the following schedules:

Call-Taking	Percent of Call-Taking Allocation	Percent of Total Operations Department Costs
9-1-1 Calls	60%	19%
Non-Emergency Calls	40%	13%
Total	100%	32%

Call-Taking charges will be derived by each agency's corresponding percentage of 9-1-1 calls and non-emergency calls. In developing the Call-Taking allocations, a rolling three-year average of calls for each agency, as of December 31, shall be used, except in cases where three years of reliable data is not available. In such cases, a two-year average, one year of actual data, or an annual projection may be used.

Police Dispatch	Percent of Police Dispatch Allocation	Percent of Total Operations Department Costs
Assigned Staff	70%	39%
CAD Incident Volume	30%	16%
Total	100%	55%

For Police Dispatch, Assigned Staff costs for each agency will be determined by the assessment year's staffing allocation plan. CAD Incident Volume charges will be derived by each agency's corresponding percentage of all police calls for service. In developing the CAD Incident Volume allocation, a rolling three-year average of calls for service for each agency, as of December 31, shall be used, except in cases where three years of reliable data is not available. In such cases, a two-year average, one year of actual data, or an annual projection may be used.

Fire Dispatch	Percent of Fire Dispatch Allocation	Percent of Total Operations Department Costs
Assigned Staff	70%	9%
CAD Incident Volume	30%	4%
Total	100%	13%

For Fire Dispatch, Assigned Staff costs for each agency will be determined by the assessment year's staffing allocation plan. CAD Incident Volume charges will be derived by each agency's corresponding percentage of all fire calls for service. In developing the CAD Incident Volume allocation, a rolling three-year average of calls for service for each agency, as of December 31, shall be used, except in cases where three years of reliable data is not available. In such cases, a two-year average, one year of actual data, or an annual projection may be used.

Section 6. Technical Services Division Costs. The portion of the Total Fiscal Year Costs relating to vehicle upfitting services shall be determined to be the Technical Services Division costs. Such costs shall include:

1. Personnel Costs: Technical Services Division salaries and benefits
2. Operating Costs: Technical Services Division supplies, equipment, and services
3. Excluded Costs: Certain line items relating to Authority-wide functions and support

4. Revenue Offsets: Reimbursement revenues
5. Incoming Indirect Support: Administrative costs

Section 6.A. Technical Services Division Functions. The Technical Services Division costs shall be allocated to the following two functional areas:

Function	Allocation of Technical Services Division Costs
Dedicated Support	50%
Workload Support	50%
Total	100%

Section 6.B. Allocation of Technical Services Division Costs. The Technical Services Division's functional costs will be allocated in accordance with the following schedules:

Dedicated Support	Percent of Dedicated Support Allocation	Percent of Total Technical Services Division Costs
Number of Police & Fire Vehicles	100%	50%
Total	100%	50%

Dedicated Support charges will be derived by each agency's corresponding percentage of police and fire vehicles that are anticipated to be active in inventory (either in-service or pending commissioning/decommissioning) during the assessment year. All such vehicles shall be listed on each agency's "Active Vehicle Inventory List" and certified annually by its Chief of Police or Fire Chief. Accounting of and billing for Dedicated Support will occur as part of the annual assessment process.

Workload Support	Percent of Workload Support Allocation	Percent of Total Technical Services Division Costs
Number of Work Orders	100%	50%
Total	100%	50%

For Fiscal Year 2020-2021, Workload Support charges will be derived by each agency's corresponding percentage of vehicle installation and repair work orders. Accounting of and billing for Workload Support will occur on a quarterly basis.

Beginning in Fiscal Year 2021-2022, the Authority anticipates changing the calculation of Workload Support charges from a three-year average of work orders to the actual percentage of labor hours associated with vehicle installation and repair work orders. The Executive Director shall present recommendations on implementing this anticipated change to the Executive Committee by September 30, 2020.

Section 7. Cost Adjustment Surcharge for Contract Agencies. In addition to the assessments for Operations Department and Technical Services Division costs, each contract agency shall be required to pay any cost adjustment surcharge as established by a resolution of the Executive Committee. This cost adjustment surcharge can be assessed in order to fund future costs related to unfunded liabilities associated with the California Public Employees' Retirement System ("CalPERS"), Other Post-Employment

Benefits ("OPEB") and/or long-term capital improvement needs, which are not currently accounted for in annual budgets. The aforementioned resolution shall specify the source(s) of costs for the surcharge, provide for surcharge funds to accumulate in a separate restricted fund, and designate parameters and conditions under which surcharge funds may be expended.

Section 8. Policy Exceptions. This policy shall be not be applicable to any contract agency that has entered into an agreement with the Authority which authorizes a specific assessment amount that is less than this policy would otherwise require.

G-1



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 19, 2019

ITEM NUMBER: G-1

TO: User Committee

FROM: Erick B. Lee, Executive Director

SUBJECT: UPDATE ON THE DEVELOPMENT OF THE MARK43 CAD SYSTEM

ATTACHMENTS: None

Hawthorne Chief of Police Michael Ishii will give an oral report on status of developing the Mark43 Computer Aided Dispatch ("CAD") System.

H



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 19, 2019

ITEM: H

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:

- Recruitment of Communications Operators
- INSB Network Project Update
- Culver City Fire Department's Upcoming Transition to Fire Main Frequency