

**SPECIAL MEETING OF THE BOARD OF DIRECTORS, THE EXECUTIVE COMMITTEE  
AND THE USER COMMITTEE  
TUESDAY, APRIL 14, 2020, 2:00 PM  
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY  
CONDUCTED VIA TELECONFERENCE**

PLEASE NOTE: PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER NOS. N-25-20 AND N-29-20, MEMBERS OF THE BOARD OF DIRECTORS, EXECUTIVE COMMITTEE, USER COMMITTEE, AND STAFF WILL PARTICIPATE IN THIS MEETING VIA A TELECONFERENCE. IN THE INTEREST OF MAINTAINING APPROPRIATE SOCIAL DISTANCING, THE AUTHORITY ENCOURAGES THE PUBLIC TO PARTICIPATE AND TO PROVIDE COMMENTS ON AGENDA ITEMS OR OTHER SUBJECT MATTER WITHIN THE JURISDICTION OF THE BOARD OF DIRECTORS, EXECUTIVE COMMITTEE, AND/OR USER COMMITTEE BY JOINING:

Link: <https://global.gotomeeting.com/join/444516253>  
United States: [+1 \(786\) 535-3211](tel:+17865353211)  
Access Code: 444-516-253

**A. CALL TO ORDER**

**B. ROLL CALL BY EXECUTIVE DIRECTOR**

1. Board of Directors
2. Executive Committee
3. User Committee

**C. PUBLIC DISCUSSION**

Members of the public may observe and offer comment at this meeting telephonically or otherwise electronically by joining <https://global.gotomeeting.com/join/444516253> and/or calling +1 (786) 535-3211 with access code: 444-516-253.

**D. BOARD OF DIRECTORS GENERAL BUSINESS**

1. Minutes from March 17, 2020, Special Meeting  
**APPROVE**
2. Minutes from March 17, 2020, Regular Meeting  
**APPROVE**
3. Resolution Proclaiming the Existence of a Local Emergency  
**ADOPTION OF RESOLUTION**
4. Continuity of Operations Discussion; and Appropriation of \$200,000 to Fund Emergency Purchases Needed to Address the COVID-19 Pandemic  
**DISCUSS AND APPROPRIATION OF FUNDS**
5. Designation of Applicant's Agent Resolution for Non-State Agencies  
**ADOPTION OF RESOLUTION**
6. Appropriation of the Fiscal year 2019-2020 Operational and Capital Reserve in the Amount of \$1,255,153 for Contingency Expenses  
**APPROPRIATION OF FUNDS**

If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act ("ADA") please contact the Executive Assistant at [schedule@rcc911.org](mailto:schedule@rcc911.org) prior to the meeting for assistance.

7. Emergency Telecommuting Policy; and Wireless Phone Reimbursement During State of Emergency Policy  
**APPROVE**
8. Proposed Second Amended and Restated Joint Powers Agreement; and Resolution Approving Amended By-Laws of the Authority  
**PROVIDE DIRECTION AND ADOPTION OF RESOLUTION**
9. Resolution Adopting an Amended Statement of Investment Policy; and Direction as to Investment of Surplus Funds  
**ADOPTION OF RESOLUTION AND PROVIDE DIRECTION**
10. Appropriation of \$120,000 to Fund Additional Technical Services Division Purchases to Upfit Public Safety Vehicles  
**APPROPRIATION OF FUNDS**

**E. EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes from March 17, 2020, Special Meeting  
**APPROVE**
2. Minutes from March 17, 2020, Regular Meeting  
**APPROVE**
3. Check Register for March 2020  
**RECEIVE AND FILE**
4. Agreement with Xcel Mechanical Systems Incorporated for the Service and Repair of Heating, Ventilation, and Air Conditioning Equipment at the Headquarters Facility; and Approve a Corresponding Purchase Order in an Amount Not to Exceed \$50,000 for These Services  
**APPROVE**
5. Updated Publicly Available Pay Schedule  
**APPROVE**
6. Fiscal Year 2019-2020 Q3 Budget Performance Report  
**RECEIVE AND FILE**
7. Approve a Blanket Purchase Order to Commline, Inc. for Equipment and Supplies in a Total Amount Not to Exceed \$120,000  
**APPROVE**
8. Approval of Executive Director to Work Remotely as Necessary and Appropriate Under the Emergency Telecommuting Policy  
**APPROVE**
9. Update on Computer Aided Dispatch System Project with Mark43  
**RECEIVE AND FILE**

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

If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act ("ADA") please contact the Executive Assistant at [schedule@rcc911.org](mailto:schedule@rcc911.org) prior to the meeting for assistance.

**G. EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Ratification of an Agreement Executed by the Executive Director as an Emergency Purchase with AMBK Incorporated DBA Bio SoCal for On-Call and as Needed Biohazard Cleaning, Remediation and Disinfection Services in an Amount Not to Exceed \$100,000; and Approve a Purchase Order to AMBK Incorporated DBA Bio SoCal in an Amount Not to Exceed \$100,000 for Such Services  
**APPROVE**

**H. USER COMMITTEE GENERAL BUSINESS**

1. Minutes from March 17, 2020, Special Meeting  
**APPROVE**
2. Minutes from March 17, 2020, Regular Meeting  
**APPROVE**

**I. EXECUTIVE DIRECTOR'S REPORT**

**J. BOARD OF DIRECTORS, EXECUTIVE, AND USER COMMITTEES' COMMENTS**

**K. BOARD OF DIRECTORS AND EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

1. THREAT TO PUBLIC SERVICES OR FACILITIES  
Pursuant to Government Code Section 54957(a)

The Board of Directors and Executive Committee will conduct a closed session with General Counsel on a matter posing a threat to the public's right of access to public services or public facilities related to COVID-19.

**L. ADJOURNMENT**

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Posting Place: 4440 W. Broadway, Hawthorne, CA 90250 and [www.rcc911.org](http://www.rcc911.org)

Posting Date/Time: April 8, 2020/12:00PM

Signature:



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Erick B. Lee, Executive Director

D-1

**MINUTES OF SPECIAL JOINT MEETING OF  
THE BOARD OF DIRECTORS,  
THE EXECUTIVE COMMITTEE AND USER COMMITTEE**

**MARCH 17, 2020**

**A. CALL TO ORDER**

The Board of Directors, Executive Committee and User Committee convened in a special joint session at 2:03PM on March 17, 2020 by teleconference and in the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

**B. ROLL CALL BY EXECUTIVE DIRECTOR**

Present: Councilmember Haidar Awad, City of Hawthorne  
Councilmember Rodney Tanaka, City of Gardena  
Councilmember Hildy Stern, City of Manhattan Beach  
City Manager Bruce Moe, City of Manhattan Beach  
City Manager Clint Osorio, City of Gardena  
Chief Mike Ishii, Hawthorne Police Department (Alternate for Mr. Shadbehrr)  
Chief Derrick Abell, Manhattan Beach Police Department  
Chief Daryn Drum, Manhattan Beach Fire Department

Absent: Chief Mike Saffell, Gardena Police Department

Also Present: Chief Bill Whalen, El Segundo Police Department  
Interim Chief Michael McCrary, Hermosa Beach Police Department  
Lieutenant Landon Phillips, Hermosa Beach Police Department  
Lieutenant Brandon Vanscoy, Culver City Police Department  
Executive Director Erick B. Lee  
Operations Manager Shannon Kauffman  
Administrative Services Manager John Krok  
Finance and Performance Audit Manager Vanessa Alfaro  
Jennifer Petrusis, Richards Watson Gershon  
Diana Chuang Richards Watson Gershon  
Kelsey Laurent, Mark43  
Matt Portanova, Mark43  
Matt Neal, Mark43

**C. PUBLIC DISCUSSION**

None.

**D. GENERAL BUSINESS**

1. Resolution of the Board of Directors Appointing Standby Officers for the Position of Executive Director  
**MOTION:** Councilmember Tanaka moved to approve the Resolution. The motion was seconded by Councilmember Stern and passed by unanimous voice vote.
2. Continuity of Operations Discussion  
There was discussion about screening calls for Fire and Police to ensure HIPAA requirements were not violated. Councilmember Tanaka inquired after government aid to recoup some of unexpected costs. Executive Director Lee indicated the need for emergency proclamation and would need to work with FEMA and the owners' cities.

**E. BOARD OF DIRECTORS, EXECUTIVE AND USER COMMITTEES' COMMENTS**

None.

**F. BOARD OF DIRECTORS AND EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

The item in closed session was not considered.

1. THREAT TO PUBLIC SERVICES OR FACILITIES  
Pursuant to Government Code Section 54957(a)

The Board of Directors and Executive Committee will conduct a closed session with General Counsel on a matter posing a threat to the public's right of access to public services or public facilities related to COVID-19.

**G. ADJOURNMENT**

The meeting adjourned at 2:18PM.

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

**MARCH 17, 2020**

**A. CALL TO ORDER**

The Executive and User Committees convened in a regular joint session at 2:19PM on March 17, 2020 by teleconference and in the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

**B. ROLL CALL BY EXECUTIVE DIRECTOR**

Present: Councilmember Haidar Awad, City of Hawthorne  
Councilmember Rodney Tanaka, City of Gardena (via teleconference)  
Councilmember Hildy Stern, City of Manhattan Beach (via teleconference)  
City Manager Bruce Moe, City of Manhattan Beach (via teleconference)  
City Manager Clint Osorio, City of Gardena (via teleconference)  
Chief Mike Ishii, Hawthorne Police Department (Alternate for Mr. Shadbehr) (via teleconference)  
Chief Derrick Abell, Manhattan Beach Police Department (via teleconference)  
Chief Daryn Drum, Manhattan Beach Fire Department (via teleconference)

Absent: Chief Mike Saffell, Gardena Police Department

Also Present: Chief Bill Whalen, El Segundo Police Department (via teleconference)  
Interim Chief Michael McCrary, Hermosa Beach Police Department  
Lieutenant Landon Phillips, Hermosa Beach Police Department  
Lieutenant Brandon Vanscoy, Culver City Police Department (via teleconference)  
Executive Director Erick B. Lee  
Operations Manager Shannon Kauffman  
Administrative Services Manager John Krok  
Finance and Performance Audit Manager Vanessa Alfaro  
Jennifer Petrusis, Richards Watson Gershon  
Diana Chuang Richards Watson Gershon (via teleconference)  
Kelsey Laurent, Mark43 (via teleconference)  
Matt Portanova, Mark43 (via teleconference)  
Matt Neal, Mark43 (via teleconference)

**C. PUBLIC DISCUSSION**

None.

**D. BOARD OF DIRECTORS GENERAL BUSINESS**

1. Minutes from January 21, 2020

**MOTION:** Councilmember Tanaka moved to approve the minutes from January 21, 2020. The motion was seconded by Councilmember Awad and passed by unanimous voice vote.

2. Resolution Adopting the Budget for Fiscal Year 2020-2021

Executive Director Lee presented the Fiscal Year 2020-20201 recommended budget.

**MOTION:** Councilmember Tanaka moved to approve the Resolution Adopting the Budget for Fiscal year 2020-2021. The motion was seconded by Councilmember Stern and passed by unanimous voice vote.

3. Special Meeting Dates for 2020



The Board of Directors and Executive Committee established Special Meetings dates of April 14 and September 8, 2020. The regular meeting dates of April 21 and September 15, 2020 will be canceled.

E. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

**MOTION:** Chief Ishii moved to approve the Consent Calendar, Item Numbers 1-4. The motion was seconded by City Manager Osorio and passed by unanimous voice vote.

1. Minutes of the Regular Meeting from February 18, 2020

**APPROVE**

2. Check Register and Budget Transfers – February 2020

**ACCEPT AND APPROVE**

3. Resolution Approving an Amended Position Classification Plan to Facilitate the Administration of Personnel and Repealing Resolution No. 320 and all Amendments thereof

**ACCEPT AND APPROVE**

4. Appropriation of \$25,000 to Fund Services Related to the Phase Two Feasibility Study for the City of Palos Verdes Estates

**APPROVE**

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

None.

G. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Fiscal Year 2018-2019 Annual Financial Report

Executive Director Lee presented the Audited Financial Statements for the Fiscal Year ended June 30, 2019. City Manager Osorio moved to receive and file the report. The motion was seconded by Chief Ishii and was passed by unanimous voice vote.

2. Single Audit and Independent Auditors' Reports for the Year Ended June 30, 2019

Executive Director Lee presented the Single Audit and Independent Auditor's Reports for the year ended June 30, 2019.

**MOTION:** Chief Ishii moved to receive and file the report. The motion was seconded by City Manager Osorio and passed by unanimous voice vote.

3. Proposed Second Amended and Restated Joint Powers Agreement;  
And Proposed Amendment to By-Laws

Executive Director Lee presented the proposed Second Amended and Restated Joint Powers Agreement and proposed amendments to the By-Laws. City Manager Moe recommended that the Treasurer be the City Treasurer of Manhattan Beach. Chief Ishii recommended that the City of Hawthorne be the city in which the Authority is restricted in the exercise of its powers in the same manners as one of its member cities. The Executive Committee directed staff to prepare the appropriate documents for the Board of Directors to consider the Second Amended Joint Powers Agreement and Amendment to By-Laws at a future meeting.

4. Update on Computer Aided Dispatch System Project with Mark43

Executive Director Lee provided an update on the Computer Aided Dispatch System Project with Mark43 representatives, Matt Neal, Kelsey Laurent, and Matt Portanova on the call. On March 24, 2020, staff will provide an update to the Authority's three (3) Fire Chiefs. Based on the outcome of that meeting, staff anticipates beginning to work with Authority's General Counsel and the project consultant (Cit-Com) to develop a new agreement with Mark43 for the development and implementation of the CAD system. This agreement is anticipated to be submitted for the Executive Committee's approval in May or June of 2020.

**MOTION:** City Manager Osorio moved to receive and file the update. The motion was seconded by Chief Ishii and passed by unanimous voice vote.

5. **Proposed Catastrophic Leave Policy**

Executive Director Lee presented the proposed policy. Members of the Executive Committee directed staff to present this policy for approval by the Board of Directors as soon as possible. Chief Ishii and City Manager Osorio also requested that General Counsel advise if the Board of Directors could consider this policy during this joint meeting. General Counsel advised that the Board of Directors could consider this item under Government Code Section 54954.2 and explained the process for consideration.

**MOTION #1:** Councilmember Tanaka moved to determine that there is a need to take immediate action on an item related to the Authority's workforce and that the need for this action came to the attention of the Authority subsequent to the agenda of this meeting being posted as specified in Government Code Section 54954.2 (a). The motion was seconded by Councilmember Stern and passed by unanimous voice vote.

**MOTION #2:** Councilmember Awad moved to approve a resolution adopting the proposed Catastrophic Leave Policy. The motion was seconded by Councilmember Tanaka and passed by unanimous voice vote.

H. **USER COMMITTEE GENERAL BUSINESS**

1. Minutes from Regular Meeting – February 18, 2020

**MOTION:** Chief Abell moved to approve the minutes. The motion was seconded by Chief Drum and passed by unanimous voice vote.

2. Staffing Contingency Plan

This item was not considered by the Committee.

I. **EXECUTIVE DIRECTOR'S REPORT**

Executive Director Lee provided updates on recruitment, the Manhattan Beach Water Tower Radio Site, and the recent UASI Grant Monitoring Visit by the City of Los Angeles.

J. **BOARD OF DIRECTORS, EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

None.

K. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

At 3:04PM, the Executive Committee entered into a closed session to discuss the following items.

1. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Liebert Cassidy Whitmore & Executive Director  
**Employee Organization: Teamsters Local 911**

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Liebert Cassidy Whitmore & Executive Director  
**Employee Organization: Communication Workers of America**

3. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Liebert Cassidy Whitmore & Executive Director  
**Employee Organization: Management and Confidential Employees**

The meeting returned to open session at 3:12PM with no action taken in closed session.

L. **ADJOURNMENT**

The meeting adjourned at 3:12PM.

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D-3



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM NUMBER:** D-3

**TO:** Board of Directors

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

**SUBJECT:** RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY

**ATTACHMENTS:** 1. Resolution

### **RECOMMENDATION**

Staff recommends that the Board of Directors adopt the resolution proclaiming the existence of a local emergency.

### **DISCUSSION**

In December 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), was first identified in Wuhan City, Hubei Province, China, and has spread outside of China, impacting more than 200 countries and territories, including the United States. Since the federal Centers for Disease Control and Prevention ("CDC") confirmed the first possible case of community spread of COVID-19 in the United States on February 26, 2020, there has been a significant escalation of United States domestic cases and deaths from COVID-19.

On March 4, 2020, Gavin Newsom, Governor of the State of California, proclaimed a state of emergency to exist in California due to COVID-19. The County of Los Angeles proclaimed a state of emergency that same day.

The Authority's member cities each proclaimed a state of emergency to exist due to COVID-19 on the following dates:

City of Manhattan Beach:	March 13, 2020
City of Hawthorne:	March 15, 2020
City of Gardena:	March 16, 2020

As of April 7, 2020, across the globe, there have been approximately 1,400,000 confirmed cases of COVID-19, tragically resulting in more than 80,000 deaths worldwide. Additionally, there have been over 380,000 COVID-19 cases identified in the United States, including over 14,000 cases in California, and officials expect the number of cases in California, the United States, and worldwide to continue to increase.

Due to the expanding list of countries with widespread transmission of COVID-19, increasing travel alerts and warnings for countries experiencing sustained or uncontrolled community transmission issued by the CDC, the continued escalation of United States domestic cases of and deaths from COVID-19, and the escalation of COVID-19 cases in California, COVID-19 has created conditions that are or likely to be beyond the control of local resources and require the combined forces of other political subdivisions to combat. The mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19.

Therefore, staff recommends that the Board of Directors finds that these conditions warrant and necessitate that the Authority proclaim the existence of a local emergency, and that this emergency has existed since the Governor's March 4, 2020 declaration.

During the existence of said local emergency, the powers, functions, and duties of the Executive Director shall be those prescribed by state law and the By-Laws and resolutions of the South Bay Regional Public Communications Authority. Additionally, the local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Directors.

#### **FISCAL IMPACT**

None at this time. The adoption of this resolution will help to assist the Authority in applying for and securing reimbursement for costs incurred to address COVID-19 and other financial assistance from the state and federal governments.

D-3

Attachment 1

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS  
AUTHORITY PROCLAIMING THE EXISTENCE OF A  
LOCAL EMERGENCY**

WHEREAS, in December 2019, an outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19), was first identified in Wuhan City, Hubei Province, China, and has spread outside of China, impacting more than 200 countries and territories, including the United States; and

WHEREAS, since the federal Centers for Disease Control and Prevention (“CDC”) confirmed the first possible case of community spread of COVID-19 in the United States on February 26, 2020, there has been a significant escalation of United States domestic cases and deaths from COVID-19; and

WHEREAS, on March 4, 2020, Gavin Newsom, Governor of the State of California, proclaimed a state of emergency to exist in California due to COVID-19; and

WHEREAS, on March 4, 2020, the County of Los Angeles proclaimed a state of emergency to exist in the County of Los Angeles due to COVID-19; and

WHEREAS, on March 13, 2020, the City of Manhattan Beach proclaimed a state of emergency to exist in the City of Manhattan Beach due to COVID-19; and

WHEREAS, on March 15, 2020 the City of Hawthorne proclaimed a state of emergency to exist in the City of Hawthorne due to COVID-19; and

WHEREAS, on March 16, 2020 the City of Gardena proclaimed a state of emergency to exist in the City of Gardena due to COVID-19; and

WHEREAS, as of April 7, 2020, across the globe, there have been approximately 1,400,000 confirmed cases of COVID-19, tragically resulting in more than 80,000 deaths worldwide; and

WHEREAS, as of April 7, 2020, there have been over 380,000 COVID-19 cases identified in the United States, including over 14,000 cases in California, and officials expect the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, due to the expanding list of countries with widespread transmission of COVID-19, increasing travel alerts and warnings for countries experiencing sustained or uncontrolled community transmission issued by the CDC, the continued escalation of United States domestic cases of and deaths from COVID-19, and the escalation of COVID-19 cases in California, COVID-19 has created conditions that are or likely to be beyond the control of local resources and require the combined forces of other political subdivisions to combat; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future



reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the Board of Directors finds that these conditions warrant and necessitate that the Authority proclaim the existence of a local emergency,

NOW, THEREFORE, IT IS HEREBY PROCLAIMED that a local emergency existed since the Governor's March 4, 2020 declaration and continues to exist; and

IT IS HEREBY FURTHER PROCLAIMED AND ORDERED that during the existence of said local emergency the powers, functions, and duties of the Executive Director shall be those prescribed by state law and the By-Laws and resolutions of the South Bay Regional Public Communications Authority.

IT IS FURTHER PROCLAIMED AND ORDERED that the local emergency shall be deemed to continue to exist until its termination is proclaimed by the Board of Directors of the South Bay Regional Public Communications Authority.

BE IT FURTHER RESOLVED THAT a copy of this proclamation shall be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California, pursuant to the Emergency Services Act; issue a proclamation declaring an emergency in Los Angeles County; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

WE HEREBY CERTIFY that the foregoing is a true copy of the resolution adopted by the Board of Directors of the South Bay Regional Public Communications Authority in a meeting thereof held on the 14th day of April, 2020, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

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Haidar Awad  
Chair, Board of Directors

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Erick B. Lee  
Secretary, Board of Directors

D-4



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM:** D-4

**TO:** Board of Directors

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

**SUBJECT:** CONTINUITY OF OPERATIONS DISCUSSION; AND

APPROPRIATION OF \$200,000 TO FUND EMERGENCY PURCHASES NEEDED TO ADDRESS THE COVID-19 PANDEMIC

**ATTACHMENTS:** None

### **RECOMMENDATION**

Staff recommends that the Board of Directors:

1. Discuss the Authority's functionality under the Continuity of Operations Plan ("COOP") in response to the COVID-19 pandemic with staff, the Executive Committee, and the User Committee and provide direction to staff as appropriate.
2. Appropriate \$200,000 to fund emergency purchases need to address the COVID-19 pandemic from the Fund 10 Enterprise Fund Balance to the following accounts:

Account Number	Account Name	Amount
50-111-5404	Employee Services	\$ 20,500
50-111-5501	Office Supplies	32,300
50-111-5502	Miscellaneous Supplies	35,000
50-111-5601	Telephone - Administration	1,200
50-111-5701	Maintenance - HQ	106,000
50-111-5820	Other Equipment	5,000
<b>Total</b>		<b>\$ 200,000</b>

## **DISCUSSION**

On March 14, 2020, the Authority established its COOP for the novel Coronavirus, now known as COVID-19, to keep its employees safe while maintaining its ability to perform the following mission critical services:

1. Processing Calls for Service
2. Dispatching Appropriate Response
3. Providing On-Going Mission Critical Communications Services and Systems for Field Personnel

As of April 4, 2020, the Authority is operating under Level 4 of the COOP (version 3.1) and has implemented Stage 1 of the Emergency Staffing Plan. A summary of actions taken by the Authority since it began operating under the COOP are as follows:

### **Regional Engagement**

- Directed all employees to follow orders from the Governor of the State of California and the Health Officer of the County of Los Angeles.
- Established lines of communication with the Area G Disaster Management Coordinator.
- Established contact with EOCs activated in Gardena, El Segundo, and Manhattan Beach.

### **Reinforcement of the Workforce**

- Canceled all off-site training and all previously approved leave time and shift trades through May 30, 2020.
- Reached out to former employees about returning to work.
- Canceled all previously approved requests for Outside Employment and established guidelines for exceptions to be considered on a case by case basis.
- Implemented a team schedule where all of employees who work on-site at headquarters are assigned to one of four discrete teams.

### **Facility Health and Safety**

- Implemented temperature screening for employees and vendors
- Suspended public tours, sit-a-longs, and the sharing of open food and implemented restrictions on package and food deliveries
- Secured an emergency agreement for Biohazard Cleaning, Remediation and Disinfection Services and increased janitorial service to twice daily.
- Posting of signage around facility to improve situational awareness and “social distancing” and issuance of keyboards, mice, and other computer equipment individually to staff.

### **Operational Measures**

- Consolidated Manhattan Beach PD and Hermosa Beach PD onto a single dispatch frequency 7 days per week until further notice.
- Reduced the number of personnel assigned as back-up fire dispatchers.

### Administrative Measures

- Directed all Administrative personnel to work remotely as much as possible and minimize visits to the headquarters facility
- Implemented video teleconferencing for meetings and interviews.
- Established Duty Officer Roster for non-business days.
- Established a COVID-19 Task Force comprised of bargaining unit representatives, Wellness Committee members, and Operations Committee members.

As of April 7, 2020, the Authority has not experienced an increase in emergency or non-emergency call volume. Additionally, the Communications Center is appropriately staffed and continues to answer emergency calls well above the national standard of within 10 seconds 90% of the time at the busy hour. However, based on the experience of agencies outside of California that have seen more significant outbreaks of the COVID-19 virus, the Authority is preparing for substantial increases in call volume to occur over the coming weeks as the pandemic increases throughout the region.

In order to address the COVID-19 pandemic, staff anticipates that the Authority will incur approximately \$200,000 in unanticipated expenses by the end of the fiscal year to combat the virus and ensure continuity of operations. Such expenses relate to the purchase of supplies, equipment, and services for cleaning and disinfection of the facility, medical testing of employees, sustainment of personnel working at the headquarters facility, and to enable the effectiveness of employees directed to work remotely.

### **FISCAL IMPACT**

An appropriation of \$200,000 is needed. All funds expended to address COVID-19 will be accounted for using the Authority's disaster accounting codes and will be submitted for reimbursement under state or federal emergency management programs, if allowable.

D-5



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM NUMBER:** D-5

**TO:** Board of Directors

**FROM:** Erick B. Lee, Executive Director  
Vanessa Alfaro, Finance & Performance Audit Manager

**SUBJECT:** DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

**ATTACHMENTS:** 1. CalOES 130 Designation of Applicant's Agent Resolution for Non-State Agencies

### **RECOMMENDATION**

Staff recommends that the Board of Directors adopt a resolution approving the designation of Authority personnel as Authorized Agents for application for assistance in the event of emergency.

### **BACKGROUND**

For the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disasters Relief and Emergency Assistance Act of 1988 or state financial assistance under the California Assistance Act, the California Governor's Office of Emergency Services ("CalOES") requires public agencies to adopt a resolution and file Form 130, which designates Authorized Agents to engage with the Federal Emergency Management Agency (FEMA) and CalOES.

### **DISCUSSION**

The attached resolution (Attachment No. 1) in the form required by the State designates the following Authority personnel by position titles as Authorized Agents for the purpose of executing documents related to obtaining federal and/or state financial assistance during a declared emergency event:

- Executive Director
- Administrative Services Manager
- Finance & Performance Audit Manager

CalOES Form 130 will be filed with CalOES upon approval of the resolution and is valid for three (3) years.

**FISCAL IMPACT**

None as this time.



D-5

Attachment 1

**DESIGNATION OF APPLICANT'S AGENT RESOLUTION  
FOR NON-STATE AGENCIES**

BE IT RESOLVED BY THE Board of Directors OF THE South Bay Regional Public Communications Authority  
(Governing Body) (Name of Applicant)

THAT Executive Director, OR  
(Title of Authorized Agent)

Administrative Services Manager, OR  
(Title of Authorized Agent)

Finance & Performance Audit Manager  
(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the South Bay Regional Public Communications Authority, a public entity  
(Name of Applicant)

established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining certain federal financial assistance under Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.

THAT the South Bay Regional Public Communications Authority, a public entity established under the laws of the State of California,  
(Name of Applicant)

hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.

**Please check the appropriate box below:**

☒ This is a universal resolution and is effective for all open and future disasters up to three (3) years following the date of approval below.

☐ This is a disaster specific resolution and is effective for only disaster number(s) \_\_\_\_\_

Passed and approved this 14th day of April, 2020

Haidar Awad, Chairperson, Board of Directors  
(Name and Title of Governing Body Representative)

Hildy Stern, Vice-Chair, Board of Directors  
(Name and Title of Governing Body Representative)

Rodney Tanaka, Member, Board of Directors  
(Name and Title of Governing Body Representative)

**CERTIFICATION**

I, Erick B. Lee, duly appointed and Secretary to the Board of Directors of  
(Name) (Title)

South Bay Regional Public Communications Authority, do hereby certify that the above is a true and correct copy of a  
(Name of Applicant)

Resolution passed and approved by the Board of Directors of the South Bay Regional Public Communications Authority  
(Governing Body) (Name of Applicant)

on the 14th day of April, 2020.

\_\_\_\_\_  
(Signature)

Secretary to the Board of Directors  
(Title)

D-6



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM NUMBER:** D-6

**TO:** Board of Directors

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

**SUBJECT:** APPROPRIATION OF THE FISCAL YEAR 2019-2020 OPERATIONAL AND CAPITAL RESERVE IN THE AMOUNT OF \$1,255,153 FOR CONTINGENCY EXPENSES

**ATTACHMENTS:** None

### **RECOMMENDATION**

Staff recommends that the Board of Directors appropriate the Fiscal Year 2019-2020 Operational and Capital Reserve in the amount of \$1,255,153 for contingency expenses as follows:

<b>FROM</b>	<b>TO</b>
Fund 10 Enterprise Fund	Fund 30 Contingency Fund
Fund Balance	Executive Committee Reserve
Account #10-1010	Account #30-1010
\$1,255,153	\$1,255,153

The reserve funds will be set aside in a Fund 30 account that only may be expended upon a request of the Executive Director that is approved by the Executive Committee.

### **DISCUSSION**

Under the Authority's Budgetary Policy (Resolution No. 321), the annual budget includes a 10% Operational and Capital Reserve for operating and/or capital expense contingencies. For Fiscal Year 2019-2020, this reserve totals \$1,255,153.

In order to ensure these funds are accessible for emergency purposes, or to otherwise fund expenses that were not considered as part of the Fiscal Year 2019-2020 budget adopted by the Board of Directors, staff recommends that such funds be appropriated by the Board of Directors and set aside in an account segregated from the Authority's operating and capital budget. These funds would be available for use by the Executive

Committee upon request by the Executive Director. If approved for use, such funds would be transferred to the appropriate account in Fund 10 (Enterprise Fund) or Fund 20 (Grant Fund) where the expenditures would be made. These funds would return to fund balance of Fund 10 (Enterprise Fund) if not expended by the end of the current fiscal year.

### **FISCAL IMPACT**

None. Staff does not have any specific needs or projects envisioned that will require the use of these funds at this time. However, the appropriation is requested to ensure the Authority remains agile and can address an emergency or urgent need if circumstances arise.

The Authority's Budgetary Policy requires any reserves that are utilized to be replenished within three (3) years. If the Executive Committee ultimately draws upon some or all of the requested appropriation of reserve funds in Fiscal Year 2019-2020, the Fiscal Year 2021-2022 budget will include a plan to begin this replenishment.

D-7



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM NUMBER:** D-7

**TO:** Board of Directors

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

**SUBJECT:** EMERGENCY TELECOMMUTING POLICY; AND  
WIRELESS PHONE REIMBURSEMENT DURING STATE OF  
EMERGENCY POLICY

**ATTACHMENTS:** 1. Emergency Telecommuting Policy  
2. Wireless Phone Reimbursement During State of Emergency  
Policy

### **RECOMMENDATION**

Staff recommends that the Board of Directors approve the Emergency Telecommuting Policy and the Wireless Phone Reimbursement During State of Emergency Policy.

### **DISCUSSION**

As part of the Authority's response to the COVID-19 pandemic and in order to keep employees safe while maintaining the Authority's ability to perform our mission critical services, a Continuity of Operations Plan ("COOP") has been established. In accordance with Section 7.7 of the COOP, and in conjunction with recent Executive Orders of the Governor of the State of California and Orders of the Health Officer of the County of Los Angeles Department of Public Health, the Executive Director has directed personnel not assigned to the Operations Department or the Technical Services Division to telecommute from their homes.

As of March 25, 2020, the Authority's Administrative staff have consistently and regularly been working remotely. As a result, time in the office worked by these employees has been reduced to a few hours per day and limited to ensuring deliveries and mail are routed, documents and checks are signed, and necessary on-site interaction with staff providing mission critical services occurs.

In order to ensure that essential Authority functions continue to be performed at an

alternative locations during the disruption of normal operations, staff has developed an Emergency Telecommuting Policy. This policy will provide guidelines and establish expectations for employees working remotely during times of emergency and provides the Executive Director with the discretion to activate and withdraw its provisions.

Additionally, staff has developed a Wireless Phone Reimbursement During State of Emergency Policy. This policy will allow the Authority to reimburse staff who are using their personal wireless phones to conduct Authority business during times of emergency for 90% of their monthly wireless phone service charges. Under the policy, reimbursement cannot exceed \$100 per month. Additionally, the Executive Director is excluded from this policy.

### **FISCAL IMPACT**

There are no direct costs associated with the implementation of the Emergency Telecommuting Policy. Indirect costs related to the purchase of various supplies and equipment to enable effective and efficient remote work are anticipated to total no more than \$10,000. Costs associated with the implementation of the Wireless Phone Reimbursement During State of Emergency Policy are anticipated to be less than \$1,200.

All of these costs will be accounted for using the Authority's disaster accounting codes and will be submitted for reimbursement under state or federal emergency management programs, if allowable.



D-7

Attachment 1

## **Emergency Telecommuting Policy**

The purpose of the Emergency Telecommuting Policy is to ensure that essential South Bay Regional Public Communications Authority (“AUTHORITY”) functions continue to be performed at an alternative location during the disruption of normal operations. The AUTHORITY will implement this Policy in keeping with the mission of the AUTHORITY and the respective Department. This Policy is an emergency policy and the Executive Director has discretion to withdraw the Policy if deemed necessary.

The Executive Director shall designate and authorize specific times in which an Emergency Telecommuting Agreement (“ETA” or “Agreement”) shall apply. Any ETA is subject to the terms and conditions set forth in this Policy below.

### **Eligibility Criteria**

Telecommuting is not suitable for all employees and/or positions. The Executive Director has the discretion to determine the employees and positions who may telecommute on an emergency basis utilizing criteria that includes, but is not limited to:

1. The operational needs of the employee’s department and the AUTHORITY;
2. The potential for disruption to the AUTHORITY’s functions;
3. The ability of the employee to perform his or her specific job duties from a location separate from his or her AUTHORITY worksite (‘Alternate Worksite’) without diminishing the quantity or quality of the work performed;
4. The degree of face-to-face interaction with other AUTHORITY employees and the public that the employee’s position requires;
5. The portability of the employee’s work;
6. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;
7. The risk factors associated with performing the employee’s job duties from a location separate from his or her AUTHORITY Worksite;
8. The ability to measure the employee’s work performance from a location separate from his or her AUTHORITY Worksite;
9. The employee’s supervisory responsibilities;
10. The employee’s need for supervision;
11. Other considerations deemed necessary and appropriate by the employee’s immediate supervisor, manager, and the Executive Director.

**Telecommute Assignment:**

1. Any ETA is only valid for the time period specified in the Agreement. The Agreement is invalid after this time unless the AUTHORITY approves an extension in writing. The AUTHORITY may, in its discretion, decide to terminate the Agreement earlier.
2. Employee acknowledges and agrees that the ETA is temporary and subject to the discretion of management. Telecommuting will be approved on a case-by-case basis consistent with the eligibility criteria above.
3. Non-exempt employees who receive overtime shall be assigned a work schedule in the ETA, including rest and meal breaks ("Work Schedule"). Any deviation from the Work Schedule must be approved in advance, in writing, by management. Non-exempt employees must take meal and rest breaks while telecommuting, just as they would if they were reporting to work at their AUTHORITY worksite. Non-exempt employees may not telecommute outside their normal work hours without prior written authorization from their supervisor. A non-exempt employee who fails to secure written authorization before telecommuting outside his or her normal work hours may face discipline in accordance with the AUTHORITY's policy for working unauthorized overtime.
4. Telecommuting employees are required to be accessible in the same manner as if they are working at their AUTHORITY worksite during the established telecommuting Work Schedule, regardless of the designated location for telecommuting, or "Alternate Worksite." Employees must be accessible via telephone, email, and/or network access to their supervisor and other AUTHORITY employees while telecommuting, as if working at their AUTHORITY worksite. Employees shall check their AUTHORITY-related business phone messages and emails on a consistent basis, as if working at their AUTHORITY worksite.
5. Employees shall work on a full-time basis, according to the Work Schedule. Employees are required to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to his or her supervisor upon request.
6. While telecommuting, employees shall adhere to the following:
  - a. Be available to the department via telephone and/or email during all ETA designated work hours.
  - b. Have the Alternate Worksite be appropriate, suitable, and an adequate environment to conduct business, with reliable and secure internet and/or wireless access.
  - c. All periods of employees' unavailability must be approved in advance by management in accordance with department policy and documented in an appropriate manner consistent with normal operations.
  - d. Employees shall ensure dependent care will not interfere with work responsibilities.
  - e. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.

- f. If the AUTHORITY has provided AUTHORITY owned equipment, employees agree to follow the AUTHORITY's Policy for the use of such equipment. Employees will report to their supervisor any loss, damage, or unauthorized access to AUTHORITY owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

### **General Duties, Obligations and Responsibilities:**

Employees must adhere to the provisions set forth in this Policy and the terms of the ETA. Any deviation from the ETA requires prior written approval from the AUTHORITY.

1. All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all AUTHORITY and departmental policies and procedures, rules and regulations, applicable Memoranda of Understanding, and all other official AUTHORITY documents and directives.
2. Employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of AUTHORITY employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other AUTHORITY employees and the public.
3. Employees shall ensure that all official AUTHORITY documents are retained and maintained according to the normal operating procedures in the same manner as if working at the AUTHORITY worksite.
4. Employees may receive approval to use personal computer equipment or be provided with AUTHORITY issued equipment at the discretion of the Executive Director.
5. The AUTHORITY shall not be responsible for costs associated with the use of computer and/or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (*e.g.*, utilities associated with the employee's telecommuting).
6. Employees may receive a virtual private network ("VPN") account, as approved by the Executive Director.
7. Employees shall continue to abide by practices, policies and procedures for requests of sick, vacation and other leaves of absences. Requests to work overtime, declare vacation or take other time off from work must be pre-approved in writing by each employee's supervisor. If an employee becomes ill while working under an ETA, he/she shall notify his/her supervisor immediately and record on his/her timesheet any hours not worked due to incapacitation.
8. Employees must take reasonable precautions to ensure their devices (*e.g.*, computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the AUTHORITY's network and must close or secure all connections to AUTHORITY desktop or system resources (*e.g.*, remote desktop, VPN connections, etc.) when not conducting work

for the AUTHORITY. Employees must maintain adequate firewall and security protection on all such devices used to conduct AUTHORITY work from the Alternate Worksite.

9. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the AUTHORITY's records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to AUTHORITY work they access from the Alternate Worksite or transport from their AUTHORITY worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their AUTHORITY worksite to the Alternate Worksite. Employees must return all records, documents, and correspondence to the AUTHORITY at the termination of the ETA or upon request by their supervisor, manager, or the Administrative Services Manager.
10. Employees' salary and benefits remain unchanged. Workers' Compensation benefits will apply only to injuries arising out of and in the course of employment as defined by Workers' Compensation law. Employees must report any such work-related injuries to their supervisor immediately. The AUTHORITY shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternate Worksite.
11. All of Employees' existing supervisory relationships, lines of authority and supervisory practices remain in effect. Prior to the approval of this Agreement, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.
12. Any breach of the telecommuting agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.

# **Emergency Telecommuting Agreement**

## **Employee Acknowledgement:**

I, the undersigned employee (“Employee”), have read the Emergency Telecommuting Policy and the Emergency Telecommuting Agreement (“ETA” or “Agreement”) in their entirety and I agree to abide by the terms and conditions they contain. I understand and agree that the ETA is temporary and contingent upon Executive Director approval. Approval does not imply entitlement to a permanently modified position or a continued telecommute arrangement.

I understand and agree that the ETA is voluntary and may be terminated at any time. I further understand that the AUTHORITY may, at any time, change any or all of the conditions under which approval to participate in the ETA is granted, with or without notice.

I agree to and understand my duties, obligations and responsibilities. I also understand it is my responsibility to provide adequate advance notification to my supervisor if I am unable to keep any of the agreed upon commitments and/or deliverables. If I fail to do so, I understand this Agreement may be immediately terminated.

The Agreement is valid from \_\_\_\_\_ to \_\_\_\_\_. I understand this Agreement expires on \_\_\_\_\_ and may not continue unless the AUTHORITY approves a new ETA in writing. The AUTHORITY may rescind this Agreement at any time.

Regularly Assigned Place of Employment: The days and hours the AUTHORITY expects the Employee to be physically present at the AUTHORITY Worksite are the following:

Day	Morning		Lunch	Afternoon		Total Hours
	Start	End		Start	End	
Sunday						
Monday						
Tuesday						
Wednesday						
Thursday						
Friday						
Saturday						

Alternate Worksite: The location and address of the Alternate Worksite is:

\_\_\_\_\_

Street

\_\_\_\_\_

Zip Code State

The phone number to reach Employee at the Alternative Worksite while working under this Agreement is:

\_\_\_\_\_.

The days and hours (“Work Schedule”) the AUTHORITY permits the Employee to be physically present at the Alternate Worksite are the following:

<b>Day</b>	<b>Morning</b>		<b>Lunch</b>	<b>Afternoon</b>		<b>Total Hours</b>
	<b>Start</b>	<b>End</b>		<b>Start</b>	<b>End</b>	
<b>Sunday</b>						
<b>Monday</b>						
<b>Tuesday</b>						
<b>Wednesday</b>						
<b>Thursday</b>						
<b>Friday</b>						
<b>Saturday</b>						

The Employee agrees to report work-related injuries to his or her supervisor at the earliest reasonable opportunity. The Employee agrees to hold the AUTHORITY harmless for injury to third parties at the Alternate Worksite.

I hereby affirm by my signature that I have read this Emergency Telecommuting Agreement, and understand and agree to all of its provisions.

---

Employee's Name and Title

Date

---

Employee's Supervisor's Name and Title

Date

---

Executive Director

Date

**Submit the completed and executed Agreement to the Executive Assistant for filing in the Employee's Personnel File**



D-7

Attachment 2

## **Wireless Phone Reimbursement During State of Emergency Policy**

The purpose of the Wireless Phone Reimbursement During State of Emergency Policy is to establish guidelines and administrative procedures for certain job classifications that require the use of personal wireless phones while performing work under an Emergency Telecommuting Agreement (“ETA” or “Agreement”). This policy applies to all positions that must have telephone equipment to communicate effectively with other as required by his/her job responsibilities as an employee of the South Bay Regional Public Communications Authority (“AUTHORITY”).

This Policy is an emergency policy and the Executive Director has discretion to withdraw the Policy if deemed necessary.

### **Eligibility Criteria**

The Executive Director shall authorize wireless phone reimbursements utilizing criteria that includes, but is not limited to:

1. Individual must be an employee of the AUTHORITY at the time of the reimbursement request.
2. Employee must belong to a job classification that is eligible for an ETA and perform work in accordance with terms in said Agreement.
3. Documentation must be provided to substantiate the reimbursement request.

Additionally, the Executive Director is expressly excluded from this policy.

### **Requirements**

1. Eligible employees shall be allowed reimbursement of 90% for wireless phone service monthly charges and other service charges.
2. The maximum reimbursement amount is not to exceed \$100 per month.
3. The monthly service charges and other service charges eligible for reimbursement will coincide with the timeline in the ETA and will be prorated as needed.
4. If an employee is on a family type wireless phone plan or similar arrangement, only the employee’s wireless phone number’s monthly service charge and other service charges will be reimbursed. If the plan contains a flat rate for a specific number of lines, the group plan rate will be divided by the number of lines to obtain a monthly service charge cost. The Authority will not reimburse for any other service charges associated with the family plan or other than those charged to the employee’s wireless phone number.
5. The Authority will not reimburse or be responsible for any equipment or accessory purchases.

6. The Authority will not reimburse for other service charges unrelated to Authority business and/or personal in nature (such as telephone chat lines, application downloads, or international calls).

### **Procedures**

1. After an ETA is executed, employee shall submit monthly, a Reimbursement Request Form and a copy of the monthly wireless phone receipt detailing the cost and time frame consistent with this policy to his/her supervisor.
2. The employee's supervisor will review the reimbursement request to ensure conditions in this policy are met and submit the reimbursement package to the Executive Director for approval.
3. Upon Executive Director approval, the reimbursement will be routed to the Finance Department for processing with the next Accounts Payable check run.
4. Reimbursements will be charged to the employee's respective department.

D-8



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM NUMBER:** D-8

**TO:** Board of Directors

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

**SUBJECT:** PROPOSED SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT; AND

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY APPROVING AMENDED BY-LAWS OF THE AUTHORITY

**ATTACHMENTS:**

1. Proposed Second Amended and Restated Joint Powers Agreement
2. Proposed Second Amended and Restated Joint Powers Agreement (Tracked Changes)
3. Resolution with Proposed Amended By-Laws
4. Proposed Amended By-Laws (Tracked Changes)

### **RECOMMENDATION**

Staff recommends that the Board of Directors:

1. Authorize and direct staff to coordinate the consideration and approval of the Proposed Second Amended JPA Agreement by the Authority's member cities.
2. Adopt a resolution amending the Authority's By-Laws, to be effective immediately upon the approval of the Second Amended JPA Agreement by all three of the Authority's member cities.

### **BACKGROUND**

The member cities entered into the original Joint Powers Agreement and established the Authority in 1975. In 2001, the member cities amended their agreement with an Amended and Restated Joint Powers Agreement.

## **DISCUSSION**

In February 2019, the Authority contracted with Richards, Watson & Gershon (“RWG”), A Professional Corporation, for General Counsel legal services. Under this agreement, RWG performs a variety of legal services, including legal research and legal advice to the Board of Directors, the Executive Committee, the Executive Director, and Authority Staff.

As part of its review of proposed policies, General Counsel has identified deficiencies and inconsistencies within and between the Authority’s Amended and Restated Joint Powers Agreement and its By-Laws. In order to address these issues, General Counsel recommends that a Second Amended and Restated Joint Powers Agreement be adopted by the Authority’s three (3) member cities and that the By-Laws be comprehensively amended.

As proposed, the Second Amended and Restated Joint Powers Agreement would clarify and/or explicitly state that:

- The Second Amended and Restated Joint Powers Agreement (“Agreement”) replaces and supersedes the First Amended Joint Powers Agreement in its entirety.
- Authority for entering into this agreement is derived from the “Joint Powers Act.”
- The By-Laws must be consistent with state law and the Agreement.
- If a conflict arises between the Agreement and the By-Laws, the Agreement prevails.
- Per Section 6509 of the Joint Powers Act, the Authority is restricted in the exercise of its powers in the same manners as the City of Hawthorne.
- Pursuant to Government Code Section 6508.1, the retirement liabilities of the Authority shall be debts, liabilities, and obligations of the individual public agencies which are signatory to this Agreement to the extent and in such manner provided by the Joint Powers Act, including but not limited to Sections 6508.1 and 6508.2 therein (i.e., upon termination of the retirement plan contract, or a decision by the Board of Directors to dissolve or cease the operations of the Authority).
- The Treasurer and Controller of the Authority is the City Treasurer of the City of Manhattan Beach.
- The governing body of the Authority is its Board of Directors, specify the criteria for member representation on the Board of Directors, and outline how its meetings shall be conducted.
- The Board of Directors is vested with all of the rights, powers, duties, privileges and immunities of the Authority, including the powers to adopt Authority policy, amend the By-Laws, and adopt the annual budget, none of which not be delegated to any other body.
- The Executive Director is required to file an official bond in a minimum amount of \$100,000, which may be in the form of a public employees blanket bond or an insurance policy providing coverage equivalent to or greater than the loss

protections provided by such a fidelity bond. The Authority shall pay the cost of premiums associated with the bond.

- Upon dissolution, the member cities agree to apportion the Authority's public agencies' retirement obligations among themselves in such a manner that the agreement equals 100 percent of the Authority's retirement liability.

As proposed, the amended By-Laws would clarify and/or explicitly state that:

- Board of Directors

- The Board of Directors shall be appointed in accordance with the Joint Powers Agreement.
- The Executive Director and Chair of the User Committee are non-voting, ex-officio members of the Board of Directors.
- Notice for meetings of the Board of Directors shall be in accordance with the Ralph M. Brown Act ("the Brown Act").
- 10-day notice on resolutions increasing or decreasing the budget is not required.
- The annual budget must be adopted by the Board of Directors prior to April 1 of each year.

- Executive Committee

- Official representatives on the Executive Committee shall be the City Manager or equivalent officer from each member city.
- The Executive Director and Chair of the User Committee are non-voting, ex-officio members of the Executive Committee.
- Notice for meetings of the Executive Committee shall be in accordance with the Brown Act.
- The Executive Committee does not have the power to appropriate funds or amend the By-Laws.
- Any salary or compensation for serving on the Executive Committee must be established by resolution of the Board of Directors.
- The Executive Committee shall be responsible to the Board of Directors for the administration and management of Authority affairs, the provision of assistance and advice to the Board of Directors, adhering to the budget adopted by the Board of Directors (including any budget amendment or other appropriation approved by the Board of Directors), and supervision of the Executive Director.
- The Executive Committee shall be responsible for recommending the annual budget and implementing the Board-approved budget and managing the work plan of the Authority within the budget approved by the Board of Directors.

- The Board of Directors delegates to the Executive Committee the Board's powers and duties for the purposes of program development, policy formulation, and program implementation, but not policy adoption, which shall be reserved to the Board of Directors and may not be delegated.
- The Executive Committee shall have the authority to approve expenditures, including but not limited to contracts, contract amendments, purchase orders and change orders to existing contracts provided that such expenditures are consistent with the adopted annual budget or with a budget amendment or other appropriation approved by the Board of Directors.
- User Committee
  - Membership of User Committee does not necessarily include a Fire Chief and Chief of Police from each member city.
  - The Executive Director is a non-voting, ex-officio member of the User Committee.
  - Notice for meetings of the User Committee shall be in accordance with the Brown Act.
  - The User Committee does not have the power request special meetings of the Board of Directors or the User Committee regarding matters of urgency.
- Executive Director
  - Budget transfers shall be in accordance with the budgetary policy established by the Board of Directors
- Finances
  - The Treasurer and Controller is designated in the Joint Powers Agreement, not by appointment by the Executive Committee.
  - The Board of Directors may delegate to the Treasurer and Controller its authority to invest and reinvest funds on an annual basis in accordance with and subject to the laws applicable to the investment of public funds.
- Equipment and Operations
  - The Communications Center is located at 4440 West Broadway in Hawthorne, CA.
  - Bid specifications for police and fire communication equipment issued by the Authority or a member agency do not need to be reviewed or approved by the Executive Director and User Committee prior to issuance.
- Dissolution
  - Upon dissolution, the member cities agree to apportion the Authority's public agencies' retirement obligations among themselves in such a



manner that the agreement equals 100 percent of the Authority's retirement liability.

- Amendment to By-Laws
  - Notice to the Board of Directors and the Executive Committee for meetings in which the Board of Directors will consider amendments to the By-Laws may be provided by written or verbal communication.

The proposed amendments the JPA and By-Laws were presented to the Executive Committee for review on March 17, 2020. During that meeting, the Executive Committee directed staff to present the amendments to the Board of Directors at its next meeting for adoption.

If the proposed amendments to the JPA is acceptable to the Board of Directors and the proposed amendments to the By-Laws are adopted, staff will request each member city to consider and approve the proposed Second Amended Joint Powers Agreement. The amended By-Laws would effective immediately upon the approval of the Second Amended Joint Powers Agreement by all three cities.

#### **10 DAY NOTICE REQUIRED TO AMEND BY-LAWS**

Members of the Board of Directors were notified via email on March 24, 2020 that the Board of Directors will be considering a resolution to amend the By-Laws at its meeting on April 14, 2020.

#### **FISCAL IMPACT**

None at this time.

D-8

Attachment 1

## **SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT**

This Second Amended And Restated Joint Powers Agreement (this “Agreement”) is entered into on the Effective Date set forth herein by and between the public agencies signatory hereto and also those which may hereinafter become signatory hereto (hereinafter “public agencies”):

### **WITNESSETH:**

WHEREAS, said public agencies recognize the dire communications congestion problem and the resultant ramifications thereof within that certain geographical region of the County of Los Angeles known as the “South Bay”; and,

WHEREAS, the State Legislature, in 1972, added Article 6 to Title 5, Division 2, Part 1, Chapter 1, of the Government Code of the State of California which mandates the implementation of a uniform emergency telephone number designated “911” by January 31, 1982, for use throughout the State of California; and,

WHEREAS, said public agencies have heretofore determined that the system through which the uniform emergency telephone number service is to be provided should be a regional center responsive to the local needs of the citizenry of said public agencies; and,

WHEREAS, said public agencies have heretofore determined a need to establish a consolidated, regional, computer-assisted dispatch operation to best serve the needs of all of the citizens of said public agencies; and,

WHEREAS, said public agencies have heretofore determined that the interests of the citizens of each of said public agencies can best be served by the coordinated use of public safety radio channels; and,

WHEREAS, said public agencies recognize the mutual benefit of a consolidated, regional joint effort for the development, implementation and the subsequent operation and maintenance of such a consolidated regional system; and,

WHEREAS, said public agencies desire to consolidate and provide emergency call receiving, dispatching, and related operations; and,

WHEREAS the cost of developing, implementing, operating and maintaining said consolidated regional system is more than can be borne by one or a few municipalities within the “South Bay” area; and,

WHEREAS, said public agencies have heretofore determined that it is desirable and necessary to collectively direct the management policies and operational practices of said consolidated regional system; and,

WHEREAS, the Joint Exercise of Powers Act, being Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the “Joint Powers Act”), authorizes said public agencies to enter into agreements for the joint exercise of any power common to them; and,

WHEREAS, said public agencies possess the power to consolidate public safety services communications by the execution and implementation of this Agreement.

WHEREAS, in light of the facts set forth in the above recitals, the public agencies previously entered in that certain Joint Powers Agreement effective as of November 4, 1975 (the “Original JPA”) to establish a joint exercise of powers authority known and as designated as the “South Bay Regional Public Communications Authority” (the “Authority”); and

WHEREAS, the public agencies have previously amended and restated the Original JPA by entering in that certain Amended and Restated Joint Powers Agreement effective as of April

25, 2001 (the “First Amended JPA”), which clarifies the method by which the Authority’s purpose will be accomplished; and

WHEREAS, the public agencies believe it to be in their best interests to further amend and restate the First Amended JPA to make certain clarifications and address certain amendments to the Joint Powers Act by entering into this Agreement, which will replace and supersede the First Amended JPA in its entirety;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC AGENCIES ELIGIBLE FOR MEMBERSHIP IN THE AUTHORITY, each of the parties hereto does hereby agree as follows:

1. Authority Established by Original JPA; Authority as a Separate Public Entity; Amendment and Restatement of First Amended JPA. Pursuant to the joint powers authorization of the Government Code, the Authority has been established by the Original JPA and designated as the “South Bay Regional Public Communications Authority.” The members of the Authority consist of all of the public agencies signatory hereto and those public agencies which may hereafter become signatory hereto. Said Authority is an agency and public entity separate from the parties to this Agreement. The Original JPA was amended, restated, and superseded by the First Amended JPA. As of the Effective Date set forth herein, this Agreement amends, restates, and supersedes the First Amended JPA.

2. By-Laws. The Authority shall be subject to, and shall be governed by, those certain By-Laws originally adopted on October 14, 1975 by the unanimous express consent of all public agencies signatory hereto, as heretofore amended, together with any amendments not inconsistent with or contrary to the laws of the State of California or this Agreement which hereafter may be

made by the Board of Directors to said By-Laws in the manner and means therein set forth, provided that the Board of Directors may not delegate to any other body, officer or person its authority hereunder to amend the By-Laws. The By-Laws shall be consistent with this Agreement and shall provide for the administration and management of the Authority, the regulation of its business, and the conduct of its affairs. In the event of a conflict between the provisions of the By-Laws and the provisions of this Agreement, the provisions of this Agreement shall govern.

3. Purpose. The purpose of this Agreement shall be as set forth in the recitals hereinabove and the preamble to the By-Laws. Said purpose shall be accomplished and carried out, in part, through the issuance by the Authority of its Revenue Bonds, pursuant to Article 2 or Article 4 of the Joint Powers Act (together, the “Bond Acts”) to pay the cost and expenses of acquiring or constructing a project for any of the purposes permitted thereby and hereby, and in the manner set forth in said By-Laws. In addition, said purpose shall be accomplished and carried out through entering into project operating and service agreements with public agencies, pursuant to which the authority will operate a project in conformity with the recitals hereinabove.

4. Powers of the Authority; Restrictions on Powers. The Authority shall have all of the powers common to the public agencies and all additional powers set forth in the Joint Powers Act (including but not limited to those set forth in Article 4 thereof) and other statutes applicable to the Authority, and is hereby authorized to do all acts necessary or appropriate for the exercise of such powers toward and in connection with accomplishing the purposes of the Authority. Without limiting the foregoing, the Authority shall have the power in its own name, to make and enter into contracts and leases, to employ agents and employees, to acquire, hold and dispose of property, real and personal, to sue and be sued in its own name, and to incur debts, liabilities or obligations necessary for the accomplishment of the purposes of this Agreement, including but not

limited to, the issuance of bonds, notes, commercial paper, certificates of participation, and any other evidences of indebtedness pursuant to the Bond Acts and any other applicable state law providing authority therefor. However, the debts, liabilities and obligations of the Authority shall not constitute any debt, liability or obligation to any of the individual public agencies which are signatory to this Agreement; provided, pursuant to Government Code Section 6508.1, if the Authority contracts with a public retirement system (as defined in Section 6508.1(b)), the retirement liabilities of the Authority shall be debts, liabilities, and obligations of the individual public agencies which are signatory to this Agreement to the extent and in such manner provided by the Joint Powers Act, including but not limited to Sections 6508.1 and 6508.2 therein (i.e., upon termination of the retirement plan contract, or a decision by the Board of Directors to dissolve or cease the operations of the Authority). The Authority shall have the power of eminent domain which power shall not be exercised except with the unanimous consent of all member agencies.

Pursuant to and to the extent required by Section 6509 of the Joint Powers Act, the Authority shall be restricted in the exercise of its powers in the same manner as the City of Hawthorne is restricted in its exercise of similar powers.

5. Accounts and Reports. The Authority shall strictly account for all funds and compile a report of all receipts and disbursements made by the Authority. The Authority hereby designates the Manhattan Beach City Treasurer as the Treasurer and Controller of the Authority, and such Treasurer and Controller shall have the powers and duties set forth in Sections 6505 and 6505.5 of the Joint Powers Act. The Authority hereby designates its Finance & Performance Audit Manager as the Auditor of the Authority, and such Auditor shall have the duties and functions set forth in Section 6505.6 of the Joint Powers Act.

Unless the financial statements of the Authority are audited by the Controller of the State of California to satisfy federal audit requirements, the Auditor shall either make or contract with a certified public accountant to make an annual audit of the accounts and records of the Authority; provided, however, that if the Auditor is an officer or employee of the Authority but not the treasurer of one of the public agencies signatory hereto, the Auditor must contract with a certified public accountant to perform such audit. In any case, the minimum requirements of the audit shall be those prescribed by the California State Controller for special districts under Section 26909 of the Government Code, and shall comply with generally accepted auditing standards. A report of said audit shall be filed as a public record with each of the contracting parties listed on the signature page hereto, as well as with the county auditor of Los Angeles County within twelve months of the end of the Authority's fiscal year. The Authority shall send a copy of the audit report to any public agency or person in California that submits a written request for such report to the Authority.

Any costs of the audit, including contracts with, or employment of, certified public accountants, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for such purpose.

6.     Disposition of Assets. Upon dissolution as provided herein and in the By-Laws, any assets or surplus cash owned by the Authority after the payment of all liabilities, costs, expenses and charges validly incurred hereunder shall be divided among the then Authority members in proportion to the amount of contributions made by such member agencies.

7.     Surplus Moneys. After completion of the purpose set forth in Section 3, any surplus money on hand after payment of all expenses, including but not limited to all expenses incurred in connection with the issuance of any bonds by the Authority, shall be returned to the constituent entities of the Authority in proportion to the contributions made by each such entity.



8. Membership. Each public agency signatory to this Agreement, and each additional public agency eligible for membership pursuant to the provisions of said By-Laws, which may hereafter sign said Agreement, is a member of said Authority and is entitled to all the rights and privileges and is subject to the obligations of membership, all as provided in said By-Laws.

9. Termination of Membership. This Agreement shall remain in full force and effect as to all member agencies from and after the Effective Date hereof. Any party to this Agreement may cease to be a party hereto and may withdraw from membership in Authority by the adoption by its legislative body of a resolution of intention to withdraw and the giving of written notice thereof to the Executive Director of the Authority and to each of the other public agencies signatory to this Agreement at least ninety (90) days prior to the end of the then current fiscal year. Said termination shall be effective at midnight on the last day of said current fiscal year. Notwithstanding anything herein to the contrary, no termination of membership by a public agency shall be effective unless such termination is in compliance with such public agency's project operating and service agreement. A member withdrawing from membership at a time when such withdrawal does not result in dissolution of the Authority or any member agency terminated from membership as provided herein, shall forever forfeit its claim to any assets of the Authority. Upon withdrawal or termination of any member of the Authority, the equipment in the sole possession and use of that member agency shall be returned to the Authority within 30 days unless otherwise prohibited by any law, contract or grant.

In the event said member agencies cannot unanimously agree upon the manner of disposition of such assets, said assets (other than any fixtures or improvements made to the premises or property by any member agency which cannot reasonably be removed therefrom) shall be sold by the Authority and the cash derived from said sale shall be distributed in the manner

hereinabove provided. Any fixtures or improvements not so removed from any member agency shall become the property of such member agency and the then current market value of such fixtures or improvements shall be credited to such agency for purposes of determining the distribution to be made hereunder.

10. Administration. Pursuant to the provisions of the Joint Powers Act, the Authority, as established by this Agreement and as governed by said By-Laws, shall be the joint powers agency authorized to administer this Agreement.

11. Board of Directors. The governing body of the Authority shall be known as the Board of Directors. The Board of Directors shall be vested with all of the rights, powers, duties, privileges and immunities of the Authority.

A. Membership. Representation on the Board of Directors shall be as follows:

1) The membership of the Board of Directors shall be composed of one representative from each member agency of the Authority.

2) Only the official representative or designated alternate representative from each member agency, as hereinafter provided, shall represent such member agency on the Board of Directors.

3) The official representative and alternate representative from each member agency shall be members of the legislative body of each such agency. The legislative body of each member agency shall designate in writing to the Authority the names of the official representative and the alternate representative to the Board of Directors. Such notice of designation shall include the mailing address of the persons so appointed. The names and addresses shown on such notice shall be used as the official mailing roster for the purpose of giving any notices required by this Agreement or the By-Laws.

4) An official representative or alternate representative shall serve until a successor is appointed by the respective member agency, except if an official representative or alternate representative ceases to be a member of the legislative body of the appointing member agency, in which case, the seat of the official representative or alternate representative shall be vacant until a successor is appointed.

5) Each public agency that is a member of the Authority shall be entitled to one vote on the Board of Directors. Such votes shall be cast only by the official representative in actual attendance, or by the designated alternate representative if the official representative is absent. No proxy votes or absentee voting shall be permitted.

6) Non-voting, ex-officio members of the Board of Directors may be established by the By-Laws.

B. Meetings. Regular public meetings of the Board of Directors shall be held at least twice annually. The Board of Directors shall fix by resolution the date, time and place at which each regular meeting is to be held. Each meeting of the Board of Directors shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act, being California Government Code Section 54950, et seq. The Board of Directors shall have minutes of regular, adjourned regular, and special meetings kept by the Secretary of the Board of Directors appointed in the manner set forth in the By-Laws. A majority of the members of the Board of Directors shall be a quorum for the transaction of business. However, less than a quorum may adjourn a meeting from time to time.

12. Powers of the Board of Directors; Officers. Except as otherwise provided in this Agreement, the Board of Directors shall exercise all powers and conduct all business of the Authority, either directly or, with respect to its functions of program development, policy

formulation (but not policy adoption, which shall be reserved to the Board of Directors and may not be delegated), or program implementation, by delegation to other bodies, officers, or persons as may be provided for by the Authority in its By-Laws. Subject to the foregoing, the officers of the Authority shall include (i) a Treasurer and Controller, as designated in Section 5; (ii) an Auditor, as designated in Section 5; (iii) an Executive Director who shall be the chief administrative officer of the Authority and have such powers and duties and be appointed in the manner set forth in the By-Laws; and (iv) a Secretary who shall keep minutes of the meetings of the Board of Directors as specified in Section 11.B and have such powers and be appointed in the manner set forth in the By-Laws. The Board of Directors may not delegate its authority under Section 2 to amend the By-Laws. The Board of Directors may establish any other officers and administrative or advisory bodies of the Authority as may be provided in By-Laws of the Authority, in each instance subject to the limitations and provisions set forth in this Section 12. The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. Adoption of the budget may not be delegated. The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of the Authority. The Board of Directors shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority.

13. Bonding Persons Having Access to Property. The public agencies signatory to this Agreement hereby designate the Executive Director of the Authority and the Treasurer and Controller of the Authority, and the designee or designees of each of them, as the persons who shall have charge of, handle, or have access to any property of the Authority. Such person or persons shall file an official bond in the amount required by the Board of Directors by resolution adopted from time to time, which shall be in a minimum amount of \$100,000 and may be in the

form of a public employees blanket bond, or an insurance policy providing coverage to the Authority equivalent to or greater than the loss protections provided by such a fidelity bond, purchased by the Authority from an appropriate insurance company. The Authority shall pay the cost of premiums associated with the bond.

14. Amendment. This Agreement may not be amended, except by written agreement of all the then parties to it, provided, however, that the By-Laws hereafter adopted may be amended from time to time by the method and means provided therein.

15. Duration of Agreement; Dissolution. This Agreement shall continue in effect until terminated by unanimous consent of the then parties to it or until dissolution of the Authority in the manner provided in said By-Laws. Upon such termination, or dissolution, the assets remaining, including any surplus money, shall be disposed of in the manner set forth in this Agreement, including but not limited to Sections 6 and 7, and in said By-Laws.

The public agencies signatory hereto shall comply with Section 6508.2 of the Joint Powers Act. Without limiting the foregoing, the public agencies signatory hereto shall mutually agree as to the apportionment of the public agencies' retirement obligations among themselves in such a manner that the agreement equals 100 percent of the Authority's retirement liability in the event of any of the following: (a) if the Authority contracts with the California Public Employees' Retirement System (CalPERS), prior to filing a notice of termination pursuant to Section 20570 or 20571 of the Public Employees Retirement Law (California Government Code Section 20000 et seq.); or (b) if the Authority does not contract with CalPERS, a decision by the Board of Directors to dissolve or cease the operations of the Authority. If such an event occurs and the public agencies are unable to mutually agree upon the apportionment of the public agencies' retirement obligations among themselves, the board of the pension or retirement system with which the Authority

contracts shall apportion the retirement liability of the Authority among such public agencies in the manner provided by Section 6508.2 of the Joint Powers Act.

16. Enforcement. Authority is hereby given the power to enforce this Agreement. If suit is necessary to enforce any of the provisions hereof, including any provision of the By-Laws, the defaulting member shall pay reasonable attorney fees to Authority as adjudicated and determined by the Court.

17. Effective Date of Agreement. This Agreement shall become effective (the “Effective Date”) upon its execution by the Cities of Gardena, Hawthorne and Manhattan Beach.

IN WITNESS WHEREOF, the undersigned public agencies have set their signatures on the respective dates set forth below.

Dated: \_\_\_\_\_

CITY OF GARDENA

Attest: \_\_\_\_\_

City Clerk

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

Mayor

Dated: \_\_\_\_\_

CITY OF HAWTHORNE

Attest: \_\_\_\_\_

City Clerk

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

Mayor

Dated: \_\_\_\_\_

CITY OF MANHATTAN BEACH

Attest: \_\_\_\_\_

City Clerk

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

Mayor

D-8

Attachment 2

## **SECOND AMENDED AND RESTATED JOINT POWERS AGREEMENT**

This Second Amended And Restated Joint Powers Agreement (~~the~~this ~~“Amended-~~ Agreement”) is entered into on the ~~effective-date~~Effective Date set forth herein by and between the public agencies signatory hereto and also those which may hereinafter become signatory hereto (hereinafter “public agencies”):

### **WITNESSETH:**

WHEREAS, said public agencies recognize the dire communications congestion problem and the resultant ramifications thereof within that certain geographical region of the County of Los Angeles known as the “South Bay”; and,

WHEREAS, the State Legislature, in 1972, added Article 6 to Title 5, Division 2, Part 1, Chapter 1, of the Government Code of the State of California which mandates the implementation of a uniform emergency telephone number designated “911” by January 31, 1982, for use throughout the State of California; and,

WHEREAS, said public agencies have heretofore determined that the system through which the uniform emergency telephone number service is to be provided should be a regional center responsive to the local needs of the citizenry of said public agencies; and,

WHEREAS, said public agencies have heretofore determined a need to establish a consolidated, regional, computer-assisted dispatch operation to best serve the needs of all of the citizens of said public agencies; and,

WHEREAS, said public agencies have heretofore determined that the interests of the citizens of each of said public agencies can best be served by the coordinated use of public safety radio channels; and,



WHEREAS, said public agencies recognize the mutual benefit of a consolidated, regional joint effort for the development, implementation and the subsequent operation and maintenance of such a consolidated regional system; and,

WHEREAS, said public agencies desire to consolidate and provide emergency call receiving, dispatching, and related operations; and,

WHEREAS the cost of developing, implementing, operating and maintaining said consolidated regional system is more than can be borne by one or a few municipalities within the “South Bay” area; and,

WHEREAS, said public agencies have heretofore determined that it is desirable and necessary to collectively direct the management policies and operational practices of said consolidated regional system; and,

WHEREAS, [the Joint Exercise of Powers Act, being](#) Title 1, Division 7, Chapter 5 of the Government Code of the State of California [\(the “Joint Powers Act”\)](#), authorizes said public agencies to enter into agreements for the joint exercise of any power common to them; and,

WHEREAS, said public agencies possess the power to consolidate public safety services communications by the execution and implementation of this Agreement.

WHEREAS, in light of the facts set forth in the above recitals, the public agencies previously entered in that certain Joint Powers Agreement effective as of November 4, 1975 (the “Original JPA”) [to establish a joint exercise of powers authority known and as designated as the “South Bay Regional Public Communications Authority” \(the “Authority”\)](#); and

[WHEREAS, the public agencies have previously amended and restated the Original JPA by entering in that certain Amended and Restated Joint Powers Agreement effective as of April](#)

25, 2001 (the "First Amended JPA"), which clarifies the method by which the Authority's purpose will be accomplished; and

WHEREAS, the public agencies believe it to be in their best interests to further amend and restate the ~~Original JPA~~First Amended JPA to make certain clarifications and address certain amendments to the Joint Powers Act by entering into this Agreement, which will replace and supersede the First Amended JPA in its entirety;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM, AND IN CONSIDERATION OF THE EXECUTION OF THIS AGREEMENT BY OTHER PUBLIC AGENCIES ELIGIBLE FOR MEMBERSHIP IN THE AUTHORITY ~~HEREINAFTER ESTABLISHED~~, each of the parties hereto does hereby agree as follows:

1. Authority Established by Original JPA; Authority as a Separate Public Entity; Amendment and Restatement of First Amended JPA. Pursuant to the joint powers authorization of the Government Code, ~~an~~the Authority ~~is hereby~~has been established ~~to be known by the~~Original JPA and designated as the "South Bay Regional Public Communications Authority"~~(hereinafter designated as "The members of the~~Authority") ~~which shall~~ consist of all of the public agencies signatory hereto and those public agencies which may hereafter become signatory hereto. Said Authority ~~shall be~~is an agency and public entity separate from the parties to ~~the Agreement~~this Agreement. The Original JPA was amended, restated, and superseded by the First Amended JPA. As of the Effective Date set forth herein, this Agreement amends, restates, and supersedes the First Amended JPA.

2. By-Laws. The Authority shall be subject to, and shall be governed by, those certain By-Laws ~~hereafter~~originally adopted on October 14, 1975 by the unanimous express

consent of all public agencies signatory hereto, as heretofore amended, together with any amendments ~~which~~not inconsistent with or contrary to the laws of the State of California or this Agreement which hereafter may be made by the Board of Directors to said By-Laws in the manner and means therein set forth, provided that the Board of Directors may not delegate to any other body, officer or person its authority hereunder to amend the By-Laws. The By-Laws shall be consistent with this Agreement and shall provide for the administration and management of the Authority, the regulation of its business, and the conduct of its affairs. In the event of a conflict between the provisions of the By-Laws and the provisions of this Agreement, the provisions of this Agreement shall govern.

3. Purpose. The purpose of this Agreement shall be as set forth in the recitals hereinabove and the preamble to the By-Laws. Said purpose shall be accomplished and carried out, in part, through the issuance by the Authority of its Revenue Bonds, pursuant to Article 2 ~~of Chapter 5 of Division 7 of Title 1 of the Government Code of California (the "Bond Act") or~~ Article 4 of the Joint Powers Act (together, the "Bond Acts") to pay the cost and expenses of acquiring or constructing a project for any of the purposes permitted thereby and hereby, and in the manner set forth in said By-Laws. In addition, said purpose shall be accomplished and carried out through entering into project operating and service agreements with public agencies, pursuant to which the authority will operate a project in conformity with the recitals hereinabove.

4. Powers of the Authority; Restrictions on Powers. The Authority shall have all of the powers common to the public agencies and all additional powers set forth in the Joint Powers Act (including but not limited to those set forth in Article 4 thereof) and other statutes applicable to the Authority, and is hereby authorized to do all acts necessary or appropriate for the exercise of such powers toward and in connection with accomplishing the purposes of the Authority.

Without limiting the foregoing, the Authority shall have the power in its own name, to make and enter into contracts and leases, to employ agents and employees, to acquire, hold and dispose of property, real and personal, to sue and be sued in its own name, and to incur debts, liabilities or obligations necessary for the accomplishment of the purposes of this Agreement, including but not limited to, the issuance of bonds, notes, commercial paper, certificates of participation, and any other evidences of indebtedness pursuant to the Bond ~~Act~~ Acts and any other applicable state law providing authority therefor. However, the debts, liabilities and obligations of the Authority shall not constitute any debt, liability or obligation to any of the individual public agencies which are signatory to this Agreement; provided, pursuant to Government Code Section 6508.1, if the Authority contracts with a public retirement system (as defined in Section 6508.1(b)), the retirement liabilities of the Authority shall be debts, liabilities, and obligations of the individual public agencies which are signatory to this Agreement to the extent and in such manner provided by the Joint Powers Act, including but not limited to Sections 6508.1 and 6508.2 therein (i.e., upon termination of the retirement plan contract, or a decision by the Board of Directors to dissolve or cease the operations of the Authority). The Authority shall have the power of eminent domain which power shall not be exercised except with the unanimous consent of all member agencies.

Pursuant to and to the extent required by Section 6509 of the Joint Powers Act, the Authority shall be restricted in the exercise of its powers in the same manner as the City of Hawthorne is restricted in its exercise of similar powers.

5. Accounts and Reports. The Authority shall strictly account for all funds and compile a report of all receipts and disbursements made by the Authority. The Authority hereby designates the ~~Hawthorne~~ Manhattan Beach City Treasurer as the Treasurer and Controller of the

Authority, and such Treasurer and Controller shall have the powers and duties set forth in Sections 6505 and 6505.5 of the ~~Code~~Joint Powers Act. The Authority hereby designates its ~~financial assistant~~Finance & Performance Audit Manager as the ~~auditor~~Auditor of the Authority, and such Auditor shall have the duties and functions set forth in Section 6505.6 of the Joint Powers Act.

Unless the financial statements of the Authority are audited by the Controller of the State of California to satisfy federal audit requirements, the ~~auditor~~Auditor shall either make or contract with a certified public accountant to make an annual audit of the accounts and records of the Authority; provided, however, that if the ~~auditor~~Auditor is an officer or employee of the Authority, ~~the auditor~~ but not the treasurer of one of the public agencies signatory hereto, the Auditor must contract with a certified public accountant to perform such audit. In any case, the minimum requirements of the audit shall be those prescribed by the California State Controller for special districts under Section 26909 of the Government Code, and shall comply with generally accepted auditing standards. A report of said audit shall be filed as a public record with each of the contracting parties listed on the signature page hereto, as well as with the county auditor of Los Angeles County within twelve months of the end of the Authority's fiscal year. The Authority shall send a copy of the audit report to any public agency or person in California that submits a written request for such report to the Authority.

Any costs of the audit, including contracts with, or employment of, certified public accountants, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for such purpose.

6. Disposition of Assets. Upon dissolution as provided herein and in the Bylaws, any assets or surplus cash owned by the Authority after the payment of all liabilities, costs, expenses

and charges validly incurred hereunder shall be divided among the then Authority members in proportion to the amount of contributions made by such member agencies.

7. Surplus Moneys. After completion of the purpose set forth in Section 3, any surplus money on hand after payment of all expenses, including but not limited to all expenses incurred in connection with the issuance of any bonds by the Authority, shall be returned to the constituent entities of the Authority in proportion to the contributions made by each such entity.

8. Membership. Each public agency signatory to this Agreement, and each additional public agency eligible for membership pursuant to the provisions of said By-Laws, which may hereafter sign said Agreement, is a member of said Authority and is entitled to all the rights and privileges and is subject to the obligations of membership, all as provided in said By-Laws.

9. Termination of Membership. This Agreement shall remain in full force and effect as to all member agencies from and after the ~~effective date~~Effective Date hereof. Any party to this Agreement may cease to be a party hereto and may withdraw from membership in Authority by the adoption by its legislative body of a resolution of intention to withdraw and the giving of written notice thereof to the Executive Director of the Authority and to each of the other public agencies signatory to this Agreement at least ninety (90) days prior to the end of the then current fiscal year. Said termination shall be effective at midnight on the last day of said current fiscal year. Notwithstanding anything herein to the contrary, no termination of membership by a public agency shall be effective unless such termination is in compliance with such public agency's project operating and service agreement. A member withdrawing from membership at a time when such withdrawal does not result in dissolution of the Authority or any member agency terminated from membership as provided herein, shall forever forfeit its claim to any assets of the Authority. Upon withdrawal or termination of any member of the Authority, the equipment in the

sole possession and use of that member agency shall be returned to the Authority within 30 days unless otherwise prohibited by any law, contract or grant.

In the event said member agencies cannot unanimously agree upon the manner of disposition of such assets, said assets (other than any fixtures or improvements made to the premises or property by any member agency which cannot reasonably be removed therefrom) shall be sold by the Authority and the cash derived from said sale shall be distributed in the manner hereinabove provided. Any fixtures or improvements not so removed from any member agency shall become the property of such member agency and the then current market value of such fixtures or improvements shall be credited to such agency for purposes of determining the distribution to be made hereunder.

10. Administration. Pursuant to the provisions of ~~Title 1, Division 7, Chapter 5 of the Government Code of the State of California~~the Joint Powers Act, the Authority, as established by this Agreement and as governed by said By-Laws, shall be the joint powers agency authorized to administer this Agreement.

11. Board of Directors. The governing body of the Authority shall be known as the Board of Directors. The Board of Directors shall be vested with all of the rights, powers, duties, privileges and immunities of the Authority.

A. Membership. Representation on the Board of Directors shall be as follows:

1) The membership of the Board of Directors shall be composed of one representative from each member agency of the Authority.

2) Only the official representative or designated alternate representative from each member agency, as hereinafter provided, shall represent such member agency on the Board of Directors.

3) The official representative and alternate representative from each member agency shall be members of the legislative body of each such agency. The legislative body of each member agency shall designate in writing to the Authority the names of the official representative and the alternate representative to the Board of Directors. Such notice of designation shall include the mailing address of the persons so appointed. The names and addresses shown on such notice shall be used as the official mailing roster for the purpose of giving any notices required by this Agreement or the By-Laws.

4) An official representative or alternate representative shall serve until a successor is appointed by the respective member agency, except if an official representative or alternate representative ceases to be a member of the legislative body of the appointing member agency, in which case, the seat of the official representative or alternate representative shall be vacant until a successor is appointed.

5) Each public agency that is a member of the Authority shall be entitled to one vote on the Board of Directors. Such votes shall be cast only by the official representative in actual attendance, or by the designated alternate representative if the official representative is absent. No proxy votes or absentee voting shall be permitted.

6) Non-voting, ex-officio members of the Board of Directors may be established by the By-Laws.

B. Meetings. Regular public meetings of the Board of Directors shall be held at least twice annually. The Board of Directors shall fix by resolution the date, time and place at which each regular meeting is to be held. Each meeting of the Board of Directors shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act, being California Government Code Section 54950, et seq. The Board of Directors shall have minutes of regular,



adjourned regular, and special meetings kept by the Secretary of the Board of Directors appointed in the manner set forth in the By-Laws. A majority of the members of the Board of Directors shall be a quorum for the transaction of business. However, less than a quorum may adjourn a meeting from time to time.

12. Powers of the Board of Directors; Officers. Except as otherwise provided in this Agreement, the Board of Directors shall exercise all powers and conduct all business of the Authority, either directly or, with respect to its functions of program development, policy formulation (but not policy adoption, which shall be reserved to the Board of Directors and may not be delegated), or program implementation, by delegation to other bodies, officers, or persons as may be provided for by the Authority in its By-Laws. Subject to the foregoing, the officers of the Authority shall include (i) a Treasurer and Controller, as designated in Section 5; (ii) an Auditor, as designated in Section 5; (iii) an Executive Director who shall be the chief administrative officer of the Authority and have such powers and duties and be appointed in the manner set forth in the By-Laws; and (iv) a Secretary who shall keep minutes of the meetings of the Board of Directors as specified in Section 11.B and have such powers and be appointed in the manner set forth in the By-Laws. The Board of Directors may not delegate its authority under Section 2 to amend the By-Laws. The Board of Directors may establish any other officers and administrative or advisory bodies of the Authority as may be provided in By-Laws of the Authority, in each instance subject to the limitations and provisions set forth in this Section 12. The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of the Authority. Adoption of the budget may not be delegated. The Board of Directors shall receive, review and act upon periodic reports and audits

of the funds of the Authority. The Board of Directors shall have such other powers and duties as are reasonably necessary to carry out the purposes of the Authority.

13. Bonding Persons Having Access to Property. The public agencies signatory to this Agreement hereby designate the Executive Director of the Authority and the Treasurer and Controller of the Authority, and the designee or designees of each of them, as the persons who shall have charge of, handle, or have access to any property of the Authority. Such person or persons shall file an official bond in the amount required by the Board of Directors by resolution adopted from time to time, which shall be in a minimum amount of \$100,000 and may be in the form of a public employees blanket bond, or an insurance policy providing coverage to the Authority equivalent to or greater than the loss protections provided by such a fidelity bond, purchased by the Authority from an appropriate insurance company. The Authority shall pay the cost of premiums associated with the bond.

14. ~~11. Amendment.~~ This Agreement may not be amended, except by written agreement of all the then parties to it, provided, however, that the By-Laws hereafter adopted may be amended from time to time by the method and means provided therein.

15. ~~12. Duration of Agreement; Dissolution.~~ This Agreement shall continue in effect until terminated by unanimous consent of the then parties to it or until dissolution of the Authority in the manner provided in said By-Laws. Upon such termination, or dissolution, the assets remaining, including any surplus money, shall be disposed of in the manner set forth in this Agreement, including but not limited to Sections 6 and 7, and in said By-Laws.

The public agencies signatory hereto shall comply with Section 6508.2 of the Joint Powers Act. Without limiting the foregoing, the public agencies signatory hereto shall mutually agree as to the apportionment of the public agencies' retirement obligations among themselves in such a

manner that the agreement equals 100 percent of the Authority's retirement liability in the event of any of the following: (a) if the Authority contracts with the California Public Employees' Retirement System (CalPERS), prior to filing a notice of termination pursuant to Section 20570 or 20571 of the Public Employees Retirement Law (California Government Code Section 20000 et seq.); or (b) if the Authority does not contract with CalPERS, a decision by the Board of Directors to dissolve or cease the operations of the Authority. If such an event occurs and the public agencies are unable to mutually agree upon the apportionment of the public agencies' retirement obligations among themselves, the board of the pension or retirement system with which the Authority contracts shall apportion the retirement liability of the Authority among such public agencies in the manner provided by Section 6508.2 of the Joint Powers Act.

16.    ~~13.~~ Enforcement. Authority is hereby given the power to enforce this Agreement. If suit is necessary to enforce any of the provisions hereof, including any provision of the By-Laws, the defaulting member shall pay reasonable attorney fees to Authority as adjudicated and determined by the Court.

17.    ~~14.~~ Effective Date of Agreement. This Agreement shall become effective (the "Effective Date") upon its execution by the Cities of Gardena, Hawthorne and Manhattan Beach.

IN WITNESS WHEREOF, the undersigned public agencies have set their signatures on the respective dates set forth below.

Dated: \_\_\_\_\_ CITY OF GARDENA

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

City Clerk

Mayor

Dated: \_\_\_\_\_ CITY OF HAWTHORNE

Attest: \_\_\_\_\_

City Clerk

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

Mayor

Dated: \_\_\_\_\_

CITY OF MANHATTAN BEACH

Attest: \_\_\_\_\_

City Clerk

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

Mayor

Document comparison by Workshare 9.5 on Wednesday, March 18, 2020  
1:31:24 PM

Input:	
Document 1 ID	interwovenSite://RWGDM1/RWGIMAN1/2361608/1
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Document 2 ID	interwovenSite://RWGDM1/RWGIMAN1/2361608/7
Description	#2361608v7<RWGIMAN1> - Second Amended and Restated Joint Powers Agreement (South Bay RPCA)
Rendering set	Standard

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Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
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Insertions	80
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Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	114

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Attachment 3

**RESOLUTION NO. \_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAY  
REGIONAL PUBLIC COMMUNICATIONS AUTHORITY APPROVING  
AMENDED BY-LAWS OF THE AUTHORITY**

WHEREAS, the South Bay Regional Public Communications Authority (the “Authority”) was established by a Joint Exercise of Powers Agreement, effective as of November 4, 1975 (the “Original JPA Agreement”), by and among the City of Gardena, the City of Hawthorne, and the City of Manhattan Beach (the “Member Agencies”); and

WHEREAS, the Members Agencies previously amended and restated the Original JPA Agreement by entering into an Amended and Restated Joint Powers Agreement, effective as of April 25, 2001 (the “First Amended JPA Agreement”), which amended the Original JPA Agreement to clarify the method by which the Authority’s purpose will be accomplished; and

WHEREAS, the Board of Directors of the Authority has determined to request each of the Member Agencies to consider and approve a further amendment and restatement of the First Amended JPA Agreement by entering into a Second Amended and Restated Joint Powers Agreement (the “Proposed Second Amended JPA Agreement”) in substantially the form presented at this meeting, which makes certain clarifications and addresses certain amendments to the Joint Powers Act; and

WHEREAS, contingent upon the approval by the legislative body of each Member Agency of the Proposed Second Amended JPA Agreement, the Board of Directors of the Authority desires to amend its Bylaws to make changes conforming to the Proposed Second Amended JPA Agreement and other updating and clarifying changes recommended by the Authority’s Executive Director and its general counsel; and

WHEREAS, Article XV of the Authority’s By-Laws authorizes the Board of Directors to amend the Bylaws; and

WHEREAS, Article III of the Authority’s By-Laws directs that resolutions amending the Bylaws requires ten (10) days’ prior notice to all Member Agencies before a vote may be taken; and

WHEREAS, at least (10) days’ prior notice to all Member Agencies has been provided in accordance with Article III of the Authority’s By-Laws;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the South Bay Regional Public Communications Authority, as follows:

Section 1. The Executive Director is hereby authorized and directed to coordinate the Board of Directors’ request to each of the Member Agencies to consider and approve the Proposed Second Amended JPA Agreement.

Section 2. Contingent upon the approval by the legislative body of each Member Agency of the Proposed Second Amended JPA Agreement, the By-Laws of the Authority as

amended and attached hereto as Exhibit A, are hereby approved and adopted and shall be effective immediately upon the effectiveness of all resolutions of the legislative bodies of all Member Agencies approving the Proposed Second Amended JPA Agreement.

Section 3. The officers of the Authority are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable in order to effectuate the purposes of this Resolution, and any such actions previously taken by such officers are hereby ratified and confirmed.

WE HEREBY CERTIFY that the foregoing is a true copy of the resolution adopted by the Board of Directors of the South Bay Regional Public Communications Authority in a meeting thereof held on the 14th day of April, 2020, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

---

Haidar Awad  
Chair, Board of Directors

---

Erick B. Lee  
Secretary, Board of Directors



**EXHIBIT A**  
**Amended By-Laws**

(see attached)



***SOUTH BAY REGIONAL PUBLIC  
COMMUNICATIONS AUTHORITY***

**BYLAWS**

**(ADOPTED OCTOBER 14, 1975)**

**(Amended by Board Action on October 21, 1981),**

**Resolution 10 [May 19, 1977], Resolution 23 [July 20, 1979],**

**Resolution 31 [June 26, 1980], Resolution 38 [October 15, 1980],**

**Resolution 54 [December 16, 1981], Resolution 61 [August 18, 1982],**

**Resolution 73 [December 21, 1983], Resolution 103 [August 20, 1986],**

**Resolution 117 [March 16, 1988], Resolution 129 [December 21, 1988],**

**Resolution 131 [February 15, 1989], Resolution 145 [February 21, 1990],**

**Resolution 159 [July 17, 1991], Resolution 186 [December 20, 1995],**

**Resolution 206 [November 17, 1999], Resolution 210 [September 18, 2000],**

**Resolution 216 [January 3, 2001], Resolution 262 [January 15, 2008],**

**Resolution 324 [September 17, 2019], and Resolution \_\_\_\_ [\_\_\_\_\_,  
2020]**

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## **PREAMBLE**

The South Bay Regional Public Communications Authority (hereinafter "Authority") is an agency voluntarily established by the public agencies signatory to the Joint Powers Agreement attached hereto (hereinafter "member agencies") pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California for the purpose of providing a forum for discussion, study, development, implementation, operation and maintenance of a consolidated regional public safety services communications system for the mutual benefit of the membership. A substantial function of said Authority is to provide a computerized criminal justice information system dedicated to purposes related solely to the administration of criminal justice and, for such purposes, the Authority is a criminal justice system.

## **ARTICLE I**

### **FUNCTIONS**

**The functions of the Authority are:**

- A.** To enter into contracts;
- B.** To employ agents and employees;
- C.** To acquire, hold and dispose of property, real and personal;
- D.** To acquire, construct, manage, operate and maintain any building or portion thereof for the purposes of carrying out the functions of the Authority; and
- E.** To incur debts, liabilities and obligations for the purpose of carrying out the functions of the Authority.

## **ARTICLE II**

### **MEMBERSHIP**

- A.** Any public agency is eligible for membership in the Authority.
- B.** Membership shall be contingent upon the execution of the Joint Powers Agreement creating and establishing this Authority (as amended from time to time, the "Agreement") and the payment by each such member agency of all membership assessments and costs as specified herein.
- C.** Subsequent to the effective date of said Agreement, any public agency wishing membership in the Authority shall be admitted only upon a two-thirds vote of the total membership of the Board of Directors if the Authority has four or more members, or upon a unanimous vote of the Board if the Authority has less than four members. However, whenever any member of the Authority has given notice pursuant to these By-Laws of its intention to withdraw as a member from the Authority, such member shall not be eligible to vote on any action of the Board to add one or more new members to the Authority. The Board of Directors may, by a similar

vote, impose conditions governing the admission of such new members in addition to the terms, costs and assessment charges as specified in the Agreement or Bylaws. Any revenue derived from the imposition of such conditions shall be apportioned among the then existing members by an advance payment credit in proportion to the respective cash contributions of each of said members to the Authority to date.

### **ARTICLE III**

#### **BOARD OF DIRECTORS**

- A. The governing body of this Authority shall be known as the “Board of Directors”.**
- B. Representation on the Board of Directors shall be as follows:**
1. The membership of the Board of Directors shall be composed of one representative from each member agency of the Authority and be appointed as set forth in Section 11 of the Agreement.
  2. Pursuant to Section 11.A.6 of the Agreement, the Executive Director and the Chair of the User Committee shall be non-voting, ex-officio members of the Board of Directors.
- C. Board Officers.**
1. The Board of Directors shall elect from among the membership of the official representatives of said Board a Chairperson and a Vice Chairperson. The Executive Director of the Authority shall automatically be the Secretary of the Board of Directors.
  2. Officers of the Board of Directors shall be elected at the first meeting of said Board and at the first meeting on or after July 1 of each year thereafter. Said election shall be the first item of business at said meetings and the newly elected officers shall assume office immediately following their election.
  3. A vacancy shall immediately occur in the office of any officer upon the resignation, death or disability of such person holding such office or in the event that officer ceases to be a member of the legislative body of the appointing member agency. The Board of Directors shall fill such vacancy in accordance with the provisions of these Bylaws.
  4. The Chairperson shall preside at all meetings of the Board of Directors. The Vice Chairperson shall act as Chairperson in the absence of the Chairperson.
  5. The Secretary shall keep a record of all of the proceedings of the Board and perform the usual duties of such office.

**D. Meetings.**

1. Per Section 11.B of the Agreement, regular public meetings of the Board of Directors shall be held at least twice annually at a date, time and place established by resolution of the Board pursuant to the provisions of the Ralph M. Brown Act (the "Brown Act"), being California Government Code Section 54950, et seq., including but not limited to Section 54954 therein. Special meetings of the Board may be called by its Chairperson or by the written request of a majority of the members of said Board. The last regularly scheduled meeting of the Board shall be held prior to April 1 of each year at which meeting the Board shall consider and adopt the annual budget for the Authority for the following fiscal year.
2. Notice of regular meetings shall be given to the official representative of each member agency at or before the same time as the agenda for the subject meeting is posted in accordance with the Brown Act. Such notice shall also be provided in the same manner to any owner of property located within any of the member cities who has filed a written request for each notice with the Secretary. An agenda for each such meeting shall accompany the notice; regular meetings shall be limited to the matters set forth in such agenda. Explanatory agenda documentation shall also accompany each notice.
3. Notice of special meetings shall be given to the official representative of each member agency in accordance with the Brown Act. Similar notice shall be provided in the same manner to any owner of property located within any of the member cities who has filed a written request for such notice with the Secretary. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public, or at such time and in such manner as may otherwise be specified in the Brown Act. An agenda specifying the subject of the special meeting shall accompany the notice, as will explanatory agenda documentation.
4. At least 72 hours before a regular meeting (or at such time and in such manner as may otherwise be specified in the Brown Act), the Secretary, or his or her designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public. No action shall be taken on any item not appearing on the posted agenda. Notwithstanding the above, the Board of Directors may take action on items of business not appearing on the posted agenda under any of the following conditions:

- a. Upon a determination by a majority vote of the Board that an emergency situation exists, as defined in Section 54956.5 of the Government Code.
- b. Upon a determination by a two-thirds vote of the Board, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that the need to take action arose subsequent to the agenda being posted as specified above.
- c. The item was posted for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

**E. Voting in the Board of Directors shall be conducted in the following manner:**

1. Each public agency that is a member of the Authority shall be entitled to one vote on the Board of Directors. Such votes shall be cast only by the official representative in actual attendance, or by the designated alternate representative if the official representative is absent. No proxy votes or absentee voting shall be permitted.
2. A quorum of the Board of Directors shall consist of representation of a majority of the member agencies, and the Board shall act only upon a majority vote of the quorum. Pursuant to Article XV, resolutions amending the Bylaws require ten (10) days' prior notice to all member agencies before a vote may be taken by the Board of Directors.
3. Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the request of any representative present.

**F. Board Rules.**

1. The Board shall establish rules governing its own conduct and procedures, and shall have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California, the Agreement or these Bylaws.
2. Representatives of member agencies, while serving on the Board, shall receive such salary or compensation as may be established by resolution of the Board. Reimbursement of reasonable and necessary expenses may also be approved by the Board on a case-by-case basis.

## **ARTICLE IV**

### **POWERS AND DUTIES OF THE BOARD**

- A.** The Board of Directors is hereby designated as the governing body of the Authority and shall have the powers and duties set forth in this Article.
- B.** The Board shall take such action as it deems necessary and appropriate to accomplish the general purposes of the organization.
- C.** Except as otherwise provided in these Bylaws, the Board shall have full control of the affairs of this Authority.
- D.** The Board of Directors shall appoint an Executive Committee which shall be composed of the City Manager/equivalent officer (or his or her designee) from each member of the Authority. The Executive Committee shall be responsible for the day-to-day management and control of the operations of the Authority and shall have the powers and duties set forth in these By-Laws.
- E.** The Board shall establish the annual budget for the Authority as provided in these Bylaws.
- F.** The Board may exercise any other power necessary and incidental to the implementation of its powers and duties.
- G.** The Board shall make all policy decisions and determinations for the Authority.
- H.** Any representative who desires to propose any policy matter for determination by the Board of Directors may, but is not required to, submit the matter to the Executive Committee in the form of a proposed resolution prior to the regular meeting of the Board of Directors at which such matter will be considered. The Executive Committee shall consider each such resolution and may submit its recommendations for action to the Board of Directors. A copy of each such proposed resolution together with the Executive Committee's recommendations thereon, shall be included in the agenda materials for the next scheduled meeting of the Board of Directors.
- I.** Any representative may, at any meeting of the Board of Directors, request review by the Board of Directors of any action of the Executive Committee or the User Committee which has been taken between meetings of the Board of Directors or Executive Committee.
- J.** At its last regularly scheduled meeting held prior to April 1 of each year, the Board of Directors shall review the proposed budget and assessment schedule submitted by the Executive Director and shall adopt an annual budget and an assessment schedule.



## **ARTICLE V**

### **EXECUTIVE COMMITTEE**

**A. An Executive Committee is hereby established for this Authority.**

**B. Representation on the Executive Committee shall be as follows:**

1. The membership of the Executive Committee shall be composed of one representative from each member agency of the Authority.
2. Only the official representative or designated alternate representative from each member agency, as hereinafter provided, shall represent such member agency on the Executive Committee.
3. The official representative and alternate representative from each member agency shall be the City Manager/equivalent officer (or his or her designee) from each member of the Authority. The legislative body of each member agency shall designate in writing to the Authority the names of the official representative and the alternate representative to the Executive Committee. Such notice of designation shall include the mailing address of the persons so appointed. The names and addresses shown on such notice shall be used as the official mailing roster for the purpose of giving any notices required by this Agreement or by these Bylaws.
4. An official representative or alternate representative shall serve until a successor is appointed by the respective member agency.
5. The Executive Director and the Chair of the User Committee shall be non-voting, ex-officio members of the Executive Committee.

**C. Executive Committee Officers.**

1. The Executive Committee shall elect from among the membership of the official representatives of said Committee a Chairperson and a Vice Chairperson. The Executive Director of the Authority shall automatically be the Secretary of the Executive Committee.
2. Officers of the Executive Committee shall be elected at the first meeting of said Committee and at the first meeting on or after July 1 of each year thereafter. Said election shall be the first item of business at said meetings and the newly elected officers shall assume office immediately following their election.
3. A vacancy shall immediately occur in the office of any officer upon the resignation, death or disability of such person holding such office or in the event that officer ceases to be an employee of the appointing member agency. The Executive Committee shall fill such vacancy in accordance with the provisions of these Bylaws.

4. The Chairperson shall preside at all meetings of the Executive Committee. The Vice Chairperson shall act as Chairperson in the absence of the Chairperson.
5. The Secretary shall keep a record of all of the proceedings of the Executive Committee and perform the usual duties of such office.

**D. Meetings.**

1. Regular public meetings of the Executive Committee shall be held monthly at a regular date, time and place established by resolution of the Committee pursuant to the provisions of the Brown Act, including but not limited to Section 54954 therein. Special meetings of the Committee may be called by its Chairperson or by the written request of a majority of the members of said Committee.
2. Notice of regular meetings shall be given to the official representative of each member agency at or before the same time as the agenda for the subject meeting is posted in accordance with the Brown Act. Such notice shall also be provided in the same manner to any owner of property located within any of the member cities who has filed a written request for each notice with the Secretary. An agenda for each such meeting shall accompany the notice; regular meetings shall be limited to the matters set forth in such agenda. Explanatory agenda documentation shall also accompany each notice.
3. Notice of special meetings shall be given to the official representative of each member agency in accordance with the Brown Act. Similar notice shall be provided in the same manner to any owner of property located within any of the member cities who has filed a written request for such notice with the Secretary. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public, or at such time and in such manner as may otherwise be specified in the Brown Act. An agenda specifying the subject of the special meeting shall accompany the notice, as will explanatory agenda documentation.
4. At least 72 hours before a regular meeting (or at such time and in such manner as may otherwise be specified in the Brown Act), the Secretary, or his or her designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public. No action shall be taken on any item not appearing on the posted agenda. Notwithstanding the above, the Executive Committee may take action on items of business not appearing on the posted agenda under any of the following conditions:

- a. Upon a determination by a majority vote of the Committee that an emergency situation exists, as defined in Section 54956.5 of the Government Code.
- b. Upon a determination by a two-thirds vote of the Committee, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that the need to take action arose subsequent to the agenda being posted as specified above.
- c. The item was posted for a prior meeting of the Executive Committee occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

**E. Voting in the Executive Committee shall be conducted in the following manner:**

1. Each public agency that is a member of the Authority shall be entitled to one vote on the Executive Committee. Such votes shall be cast only by the official representative in actual attendance, or by the designated alternate representative if the official representative is absent. No proxy votes or absentee voting shall be permitted.
2. A quorum of the Executive Committee shall consist of representation of a majority of the member agencies, and the Committee shall act only upon a majority vote of the quorum.
3. Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the request of any representative present.

**F. Executive Committee Rules.**

1. The Executive Committee shall establish rules governing its own conduct and procedures, and shall have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California, the Agreement or these Bylaws.
2. Representatives of member agencies, while serving on the Committee, shall receive such salary or compensation as may be established by resolution of the Board of Directors. Reimbursement of reasonable and necessary expenses may also be approved by the Committee on a case-by-case basis.

## **ARTICLE VI**

### **POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE**

- A.** The Executive Committee shall be responsible to the Board of Directors for the administration and management of Authority affairs, the provision of assistance and advice to the Board of Directors, adhering to the budget adopted by the Board of Directors (including any budget amendment or other appropriation approved by the Board of Directors), and supervision of the Executive Director, and shall have the powers and duties set forth in this Article.
- B.** Subject to the limitations set forth in Section 12 of the Agreement and in paragraph C below, the Committee shall take such action as it deems necessary and appropriate to accomplish the general purposes of the organization and administer the budget adopted by the Board of Directors (including any budget amendment or other appropriation approved by the Board of Directors), including the establishing of mobile digital and radio communications system; establishing of "9-1-1" service; establishing the requisite data processing and information system; engaging in the development and implementation of necessary programs thereto; acquiring any necessary site; maintaining any system for communications; and for the handling of data processing and management information. Any of the foregoing activities, or any other activities authorized by the Agreement or these Bylaws, may be accomplished by entering into contracts, leases or other agreements whenever the Committee shall deem such to be advisable.
- C.** The Executive Committee shall be responsible for implementing the Board-approved budget of the Authority and managing the work plan of the Authority within the budget approved by the Board of Directors (including any budget amendment or other appropriation approved by the Board of Directors). The Board of Directors hereby delegates to the Executive Committee the Board's powers and duties for the purposes of program development, policy formulation (but not policy adoption, which shall be reserved to the Board of Directors and may not be delegated), and program implementation, including but not limited to the following: to provide for the prosecution and defense or other participation in actions or proceedings at law in which it may have an interest; to employ such persons as it deems necessary to accomplish its duties and powers on a full-time, part-time or consulting basis; to conduct such research and investigation as it deems necessary on any matter related to or affecting the general purposes of the organization; to acquire, hold and dispose of property both real and personal as the Committee deems necessary; and to contract for or purchase any necessary space, materials, supplies, equipment, machinery and personnel with one or more member agencies or other parties. Without limiting the foregoing, the Executive Committee shall have the authority to approve expenditures, including but not limited to contracts, contract amendments, purchase orders and change orders to existing contracts, provided that such expenditures are consistent with

the adopted annual budget or with a budget amendment or other appropriation approved by the Board of Directors.

- D.** The Committee, on behalf of the Authority, may accept contributions or donations and may apply for and use grants or loans of money or other property from the state, or any other governmental units, or individuals, foundations or organizations, and may enter into agreements required in connection therewith any may hold, use and dispose of such monies or property in accordance with the terms of the grant, donation, loan or agreement relating thereto. However, nothing in this section should be construed as to require the participation or financial obligation of any member agency without the expressed written authorization in the form of a resolution by its legislative body and only to the extent so authorized.
- E.** The Committee shall work with the Auditor established by Section 5 of the Agreement to cause an annual independent audit of the books to be made and shall make an annual financial accounting and report in writing to the members as required by Section 6505 of the Government Code. Its books and records shall be available for and open to examination by its members at all reasonable times or as may be required by other Authority agreements.
- F.** The Committee shall recommend the annual budget for the Authority, which must be approved and adopted by the Board of Directors as provided in these Bylaws.
- G.** The Committee may create special commissions or sub-committees which may include non-Committee members. The creation of special commissions or sub-committees shall be by resolution of the Committee and may be conditioned in such manner as the Committee may determine.
- H.** Subject to any reserve policy adopted from time to time by the Board of Directors, the Committee may accumulate, administer (in a manner consistent with the Board-approved budget or any budget amendment or other appropriation approved by the Board of Directors), and maintain reasonable working capital reserves.
- I.** The Committee shall have the authority to enter into contracts with one or more of its member agencies for data processing and management information services which are beyond the basic services being provided as specified here but which are closely related to public safety operational activities. Members entering into such arrangements with the Authority shall be subjected to reasonable charges beyond the basic assessments otherwise provided herein to cover the cost of development and performance of said services and shall be the only recipients of the results of said services unless otherwise authorized and approved by the Committee and each participating member agency.
- J.** The Committee may provide for any of the Authority's employees to be members of a retirement system and may make any required employer

contribution to that organization and any other employer contributions which municipalities are authorized or required by law to make.

- K.** The Committee shall purchase, and maintain in force, public liability insurance for the Authority and its officers, agents and employees.
- L.** The Committee may exercise any other power necessary and incidental to the implementation of its powers and duties.
- M.** Any representative may, at any meeting of the Executive Committee, propose a subject or subjects for study by the Authority.
- N.** The Committee shall make all management/operational decisions and determinations for the Authority.
- O.** Any representative who desires to propose any management/operational matter for determination by the Executive Committee may, but is not required to, submit the matter to the User Committee in the form of a proposed resolution prior to the regular meeting of the Executive Committee at which such matter will be considered. The User Committee shall consider each such resolution and may submit its recommendations for action to the Executive Committee. A copy of each such proposed resolution together with the User Committee's recommendations thereon, shall be included in the agenda materials for each regular meeting of the Executive Committee.
- P.** Any representative may, at any meeting of the Executive Committee, request review by the Executive Committee of any action of the User Committee which has been taken between meetings of the Executive Committee.
- Q.** The Executive Committee shall fix the salary of all employees of the Authority, including the Executive Director, and shall have the authority to create or abolish employment positions within the Authority.
- R.** The Executive Committee shall have the power to appoint, remove and discipline the Executive Director. The Executive Committee may request the recommendation of the User Committee or others regarding the exercise of this power.

## **ARTICLE VII**

### **USER COMMITTEE**

- A. A User Committee is hereby established for this Authority.**
- B. Representation on the User Committee shall be as follows:**
  - 1. The membership of the User Committee shall be composed of two representatives from each member agency of the Authority, subject to adjustment as provided in paragraph 3 below.

2. Only the official representatives or designated alternate representatives from each member agency, as hereinafter provided, shall represent such member agency in the User Committee.
3. The official representatives from each member agency shall be the Fire Chief and the Chief of Police/Director of Public Safety of such member agency. In a member agency with a Director of Public Safety, that Director may appoint a senior fire representative and/or a senior police representative to represent that agency. If a member agency provides only fire service or only police service, that member agency shall have only one official representative (and one designated alternate representative) on the User Committee, and the total membership of the User Committee shall be reduced accordingly under such circumstances. The Executive Director shall be a non-voting, ex-officio member of the User Committee.
4. The Fire Chief and the Chief of Police/Director of Safety of each member agency shall designate in writing to the Authority the name of their respective alternate representatives to the User Committee. Such notice of designation shall include the mailing address of the official representative and alternate representatives so appointed. The names and addresses shown on such notice shall be used as the official mailing roster for the purpose of giving any notices required by this Agreement or by these Bylaws.
5. An official representative or alternate representative shall serve until a successor is appointed, except if an official representative or alternate representative ceases to be an employee of the appointing member agency, in which case the seat of the official representative or alternate representative shall be vacant until a successor is appointed.

**C. User Committee Officers.**

1. The User Committee shall elect, from among the membership of the official representatives of said Committee, a Chairperson and a Vice Chairperson. The Vice Chairperson shall not be a member of the same member agency or public safety service as the Chairperson of such Committee.
2. Officers of the User Committee shall be elected at the first meeting of the Committee and at the first meeting on or after July 1 of each year thereafter. Said election shall be the first item of business at said meetings and the newly elected officers shall assume office immediately following their election.
3. A vacancy shall immediately occur in the office of any officer upon the resignation, death or disability of the person holding such office, or in the event that an officer ceases to be an official

representative of a member agency. The Committee shall fill such vacancy in accordance with the provisions of these Bylaws.

4. The Chairperson shall preside at all meetings of the User Committee. The Vice Chairperson shall act as Chairperson in the absence of the Chairperson. In the absence of both officers, those members present shall elect a temporary chair to serve at that meeting. Said temporary chair shall have all the duties and responsibilities of the Chairperson.
5. A recording secretary shall be appointed by the Chairperson and shall keep a record of all proceedings of the User Committee.

**D. Meetings.**

1. Meetings of the User Committee shall be held at a date, time and place established by resolution of the Committee pursuant to the provisions of the Brown Act, including but not limited to Section 54954 therein. Meetings of the User Committee may be called by the Chairperson or by the written request of any member of said Committee. All meetings shall be held only within the corporate jurisdiction of any of the member agencies.
2. Notice of meetings, agendas and explanatory documentation shall be given to the official representatives and alternate representatives of each member agency and property owners in accordance with the Brown Act. An agenda for each such meeting shall accompany the notice.
3. The date, time and location of all special meetings shall be determined by the Committee Chairperson. Call and notice shall be provided in accordance with the Brown Act.

**E. Voting in the User Committee shall be conducted in the following manner:**

1. Each public agency that is a member of the Authority shall be entitled to one vote for each of its representatives present at such meeting. Each vote shall be cast only by the official representative in actual attendance, or by the designated alternate representative if such official representative is absent. No proxy votes or absentee voting shall be permitted.
2. A quorum of the User Committee shall consist of a majority of the Committee members, and the Committee shall act only upon a majority vote of the membership present.
3. Voting may be either by voice or roll call vote. A roll call shall be conducted upon the request of any representative present.



**F. Rules of the User Committee.**

1. The User Committee shall establish rules governing its own conduct and procedures, and have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California, the Agreement or the Bylaws, including the power to establish and maintain subcommittees.
2. No one serving on the User Committee shall receive any salary or compensation from the Authority for attending any meeting of such Committee, except to reimburse reasonable and necessary expenses as may be approved by the Executive Committee.

**ARTICLE VIII**

**POWER AND DUTIES OF THE USER COMMITTEE**

- A. The powers and duties of the User Committee shall include the powers set forth in this Article.
- B. The User Committee shall provide technical and operational coordination and information to the Executive Director on issues as they affect the Authority. The User Committee shall also provide technical and operational information to the Executive Committee on issues as they affect the Authority goals and objectives.
- C. In the event of an unresolved impasse between the User Committee and the Executive Director on any substantial issue affecting the Authority, the User Committee shall have the right of appeal directly to the Executive Committee. The Executive Committee shall also receive appropriate recommendations from the Executive Director. The decision of the Executive Committee by majority vote of representatives present shall be final.

**ARTICLE IX**

**EXECUTIVE DIRECTOR**

- A. The Executive Director shall be the Chief Administrative Officer of the Authority and shall be appointed by, and serve at the pleasure of, the Executive Committee.
- B. The Executive Director shall receive such compensation as may be fixed by the Executive Committee.
- C. The powers and duties of the Executive Director are:
  1. To administer the affairs of the Authority.
  2. To appoint, direct, discipline, demote and remove all employees of the Authority.

3. To annually prepare and present a proposed budget to the Executive Committee and Board of Directors, to control the approved budget and to transfer funds between accounts in each budget section, within total budgeted amounts in order to meet unanticipated needs of changed situations, in accordance with the provisions of State Law and the Authority's budgetary policy as established by resolution of the Board of Directors.
4. To serve as Secretary of the Board of Directors and Executive Committee of the Authority.
5. To participate in all meetings of the User Committee, the Executive Committee and the Board of Directors, and to consult and cooperate with each group toward mutual ends.
6. To review all bid specifications for the purchase of all communications equipment prior to issuance and equipment modifications by member agencies.
7. To perform such other duties as may be authorized by these Bylaws or as may be required by the Executive Committee or Board of Directors.

## **ARTICLE X**

### **FINANCES**

- A. **Fiscal Year.** The fiscal year of the Authority shall begin July 1 of each year. If more than fifty percent of the finances for the Authority during any twelve-month period are provided by grant funds, the fiscal year may be modified by the Board of Directors to coincide with the contract period of such grant.
- B. **Budget Submission and Adoption.** The Authority budget of the following fiscal year shall be submitted by the Executive Director to the Executive Committee in February of each year and the Board of Directors in March of each year. The Board of Directors shall approve and adopt the annual budget for the Authority not later than March 31 of each year. The annual budget shall include the necessary funds with which the Authority shall obtain and maintain workers' compensation insurance, liability insurance and other such insurance as deemed necessary by the Executive Committee to fully protect the Authority and each of the member agencies. Said insurance shall be obtained and maintained in force at all times during the effective term of this Agreement.
- C. **Yearly Membership Assessment.** Each year, concurrent with the adoption of the annual budget, the Board of Directors shall fix membership assessments for all member agencies in the amounts sufficient to provide the funds required by the budget and shall advise the legislative body of each member agency thereof on or before May 1 of each year. Said assessments shall be due and payable to the Authority

by each member agency quarterly, July 15 (35% of total due); October 15 and January 15 (25%) and April 15 (15%). If any member agency fails to pay its entire assessment prior to the foregoing date, such agency shall be deemed in default for the purposes of Paragraph "E" hereof.

The amount of each member agency's assessment shall be determined in accordance with the formula set forth in Paragraph "D" hereof.

**D. Method of Assessment.**

Computation of assessments to be paid by the member agencies for the operation and maintenance of the Authority shall be as follows:

1. Beginning Fiscal Year 2008-2009, the annual budgeted expenditures and indebtedness incurred by the Authority shall be divided among the member agencies in accordance with the formula based 100% on each member's ownership share of the Authority as follows:

City of Gardena	32.08%
City of Hawthorne	45.07%
City of Manhattan Beach	22.85%

2. Beginning Fiscal Year 2020-2021, each member shall pay an assessment that is the total of the sum of the Member Cost Allocation Assessment, the Deficit Assessment, and the Debt Assessment, as such terms are defined below.
  - a. The "Member Cost Allocation Assessment" shall mean an amount that is determined by dividing the annual budgeted expenditures among the member agencies in accordance with the Cost Allocation Policy, adopted by resolution of the Board of Directors. To allow cost increases for the City of Manhattan Beach to be phased in over a four year period, for each fiscal year through fiscal year 2022-23, the Member Cost Allocation Assessment shall be further adjusted as follows:
    - i. For Fiscal Year 2020-2021, the City of Manhattan Beach will receive an 11.95% discount on its Member Cost Allocation Assessment. The City of Gardena will pay a 4.93% premium on its Member Cost Allocation Assessment. The City of Hawthorne will pay a 5.30% premium on its Member Cost Allocation Assessment.
    - ii. For Fiscal Year 2021-2022, the City of Manhattan Beach will receive a 7.97% discount on its Member Cost Allocation Assessment. The City of Gardena will pay a 3.33% premium on its Member Cost Allocation Assessment. The City of Hawthorne will pay a 3.50% premium on its Member Cost Allocation Assessment.

- iii. For Fiscal Year 2022-2023, the City of Manhattan Beach will receive a 3.98% discount on its Member Cost Allocation Assessment. The City of Gardena will pay a 1.69% premium on its Member Cost Allocation Assessment. The City of Hawthorne will pay a 1.73% premium on its Member Cost Allocation Assessment.
- b. The "Deficit Assessment" shall mean an amount that represents each member's Ownership Share (defined below) of the sum of the following: any budgeted expenditures not covered by (i) the total amount of the Member Cost Allocation Assessments and (ii) all assessments paid by a non-member agency pursuant to contract.
- c. The "Debt Assessment" shall mean an amount that represents each member's Ownership Share (defined below) of the annual cost of any indebtedness incurred by the Authority.

3. The "Ownership Share" shall mean:

City of Gardena	32.08%
City of Hawthorne	45.07%
City of Manhattan Beach	22.85%

This assessment formula shall be reviewed and revised whenever the Executive Committee determines that there is a material change in the operational costs of the Authority. A material change in operating costs shall mean such circumstances that would compel the Authority to substantially increase staffing levels to provide dispatch services to its members or to a new contracting or member agency. Individual member agency's communications equipment maintenance shall be paid for entirely by such member agency.

**E. Default on Obligations.** If any member agency fails to make payment of its membership assessment on the due date, the following penalties shall be imposed automatically:

Payment Received by the Authority

- 15 days past due - 5% of the amount due.

Payment Received by the Authority

- 30 days past due - 10% of the amount due.

The levying of a default membership assessment shall not limit the Authority's power to seek any other remedies in the law, or as contained in these Bylaws.

Notwithstanding any other provision of the Agreement or the Bylaws to the contrary, an official representative or alternate from any member agency to the Board of Directors, Executive Committee, User Committee or any other Board or Committee of the Authority as may be established, shall not be eligible to vote on any matter before such Board or Committee during any period that such member agency is in default on any financial obligation to the Authority. During the existence of such default, such representative shall not be counted as a member of any such Board or Committee for purposes of determining a quorum or any requisite vote required pursuant to any provision of these Bylaws. After the initial five year mandatory term of membership as provided in the Agreement and these Bylaws, if a member agency remains in default on any obligation to the Authority for a period of more than ninety consecutive days thereafter, the membership of such agency shall automatically be terminated.

The Authority shall have the power to commence an action in its own name against any member agency in default to recover the amount of the obligation due to the Authority hereunder.

- F. **Treasurer and Controller.** The Treasurer and Controller shall be the chief financial officer of the Authority and is designated by Section 5 of the Agreement. The Treasurer and Controller shall receive such compensation as may be fixed by the Executive Committee. Said Treasurer and Controller shall have the powers and duties as set forth in Sections 6505 and 6505.5 of the Government Code, any other provision of state law, an agreement, these Bylaws or as may be established by the Executive Committee. Pursuant to Section 53607 of the Government Code, the Board of Directors annually may delegate to the Treasurer and Controller its authority to invest and reinvest funds not currently needed for the purposes of the organization, subject to review and annual renewal, at the sole discretion of the Board of the Directors, of such delegated investment authority. Such investment and reinvestment shall be in accordance with and subject to the laws applicable to the investment of public funds.
- G. **Property Custodian.** Pursuant to Government Code Section 6505.1, Section 13 of the Agreement designates the public officers or persons who have charge of, handle, or have access to any property of the Authority. From time to time, the Executive Committee shall review and recommend to the Board of Directors the amount of the official bond required pursuant to Section 13 of the Agreement, which shall be in a minimum amount of \$100,000.
- H. **Indemnification of Tort Liability.** Pursuant to Section 895 et seq. Of the Government Code of the State of California, each member agency shall be liable for any debts and liabilities imposed by law upon any one or more of the member agencies for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement in the same proportions as specified for membership assessments set forth in Paragraph D of Article VIII hereof. To achieve such purpose,

each member agency hereby indemnifies and holds harmless the other member agencies for any loss, cost or expense that may be imposed upon such other member agencies in excess of such prorate liability. The rules for interpreting agreement of indemnity as set forth in Section 2778 of the Civil Code are hereby made a part of these Bylaws.

## **ARTICLE XI**

### **EQUIPMENT AND OPERATIONS**

- A. Emergency Call Receiving, Dispatch and Operations Center Site.** The Emergency Call Receiving, Dispatch and Operations Center site (hereinafter "Regional Communications Center") shall provide all emergency call receiving and dispatching services to member agencies 24 hours a day, every day of the year.
1. **Operations Center Location.** The Center (hereinafter "RCC") shall be located at 4440 West Broadway in Hawthorne, California or at any other building or facility so designated by the Executive Committee.
  2. **RCC Access.** Access to the Regional Communications Center shall be provided equally to all member agencies and shall be under the exclusive control of the Executive Director.
- B. Title of Equipment.** The Authority shall hold title to, and have care, custody and control of, all equipment purchased by the Authority other than any equipment specifically allocated to an individual member agency.
- C. Equipment Installation and Maintenance.** The Authority shall employ or contract with a licensed supervising technician who shall hold a valid general radio telephone license issued by the Federal Communications Commission and who shall supervise all radio site installation and maintenance. However, nothing in this Agreement shall authorize or require the Authority to install or maintain any equipment of any nature or kind in vehicles, buildings or premises not owned by or under lease to and under full time control of any member agency.
- D. Equipment Purchases.**
1. All costs for the purchase of equipment, material, apparatus and parts required for use by the Authority, or all member agencies thereof, shall be purchased by the Authority and proportionally assessed to the member agencies pursuant to the provision of these Bylaws.
  2. All costs for the purchase of equipment, material, apparatus and parts required or desired for the use of one agency or less than all of the member agencies shall be borne by, and at the sole expense of, said agency or agencies. In purchasing equipment,

each agency agrees to conform to the established communications systems and operations presently in effect.

- E. **Use of Equipment**. All member agencies agree to use said Authority and its communication systems only for such purposes and in such manner as may be permitted by the Federal Communications Commission (hereinafter "FCC").
- F. **FCC Licenses**. FCC licenses held by the member agencies shall be in the name of the Authority as the primary user, in accordance with the FCC rules and regulations. Local public safety services of member agencies shall continue to hold radio base station licenses as the secondary user for such frequencies as said member agencies are licensed upon their effectuation of this Agreement. The Authority, upon the withdrawal of any member agency, shall provide, with FCC approval, the equivalent or better radio frequency spectrum capability than that which was licensed to said agency on the day and date the agency effected this Agreement.
- G. **Radio Frequencies**. The member agencies shall share those certain radio frequencies, as licensed by the FCC and as provided by separate agreement, for the mutual use of the public safety services of all member agencies and the Authority.
- H. **Amendment of Article**. Notwithstanding any other provision of the Agreement or these Bylaws to the contrary, no provision of this Article shall be amended except upon the unanimous consent of the Board of Directors.

## ARTICLE XII

### WITHDRAWAL BY MEMBER AGENCIES

- A. **Withdrawal**. Following the initial five-year minimum term of membership as provided in the Agreement, any member agency may withdraw from membership in the Authority in the manner provided in Section 9 of the Agreement.
- B. **Assets**. A member withdrawing from membership at a time when such withdrawal does not result in dissolution of the Authority or any member agency terminated from membership as provided herein, shall forever forfeit its claim to any assets of the Authority. Upon withdrawal or termination of any member of the Authority, the equipment in the sole possession and use of that member agency shall be returned to the Authority within 30 days unless otherwise prohibited by any law, contract or grant.

### **ARTICLE XIII DISSOLUTION OF AUTHORITY**

- A.**     Terms and Conditions of Dissolution. The Authority shall be dissolved whenever a sufficient number of member agencies withdraw or are terminated from the Authority to reduce the total number of continuing member agencies to less than two in number, provided, however, that withdrawal by a current member that would cause the dissolution of the Authority prior to repayment of the Authority's outstanding Bonds shall not be permitted. If dissolution is necessitated by the provisions of this section, the Executive Committee or the Board of Directors must notify its current members of its intent to so dissolve and also must continue to provide services to its continuing member agencies for a period of at least one hundred eighty days from the date of said notice.
- B.**     Retirement Liabilities. As set forth in Section 15 of the Agreement, the member agencies shall comply with Government Code Section 6508.2, which governs retirement liabilities of the Authority. Without limiting the foregoing, the member agencies shall mutually agree as to the apportionment of the public agencies' retirement obligations among themselves in such a manner that the agreement equals 100 percent of the Authority's retirement liability in the event of any of the following: (a) if the Authority contracts with the California Public Employees' Retirement System (CalPERS), prior to filing a notice of termination pursuant to Section 20570 or 20571 of the Public Employees Retirement Law (California Government Code Section 20000 et seq.); or (b) if the Authority does not contract with CalPERS, a decision by the Board of Directors to dissolve or cease the operations of the Authority. If such an event occurs and the member agencies are unable to mutually agree upon the apportionment of the member agencies' retirement obligations among themselves, the board of the pension or retirement system with which the Authority contracts shall apportion the retirement liability of the Authority among such member agencies in the manner provided by Government Code Section 6508.2.

### **ARTICLE XIV DISPOSITION OF ASSETS**

Upon dissolution as provided herein or rescission of the Agreement as provided in Section 9 thereof, any assets or surplus cash owned by the Authority after the payment of all liabilities, costs, expenses and charges validly incurred hereunder shall be divided among the then agency members in proportion to the amount of contributions made by such member agencies, as specified in Section 6 of the Agreement.

In the event said member agencies cannot unanimously agree upon the manner of disposition of such assets, said assets (other than any fixtures or improvements made to the premises or property of any member agency which cannot reasonably be removed therefrom) shall be sold by the Authority and the cash derived from said sale shall be distributed in the manner hereinabove provided. Any fixtures or improvements not so removed from any member agency shall become the property of such member agency and the then current market value of such



fixtures or improvements shall be credited to such agency for purposes of determining the distribution to be made hereunder.

## **ARTICLE XV**

### **AMENDMENT TO BYLAWS**

Amendments to these Bylaws may be proposed by any representative to the Board of Directors or the Executive Committee, the Executive Director or the User Committee. Except as otherwise provided herein, amendments to the Bylaws shall require a majority vote of the total membership of the Board of Directors.

Resolutions amending the Bylaws require ten (10) days' prior notice to all member agencies before a vote may be taken by the Board of Directors. Such notice shall specify the date of the Board meeting at which the Board of Directors will consider a resolution amending the Bylaws and shall be provided to the official representatives of each member agency then seated on the Board of Directors and on the Executive Committee. Such notice may be provided by any written communication (including electronic mail) or verbal communication (including at an earlier occurring meeting), and a record of such notice shall be maintained by the Secretary.

Pursuant to Section H of Article XI, no provision of Article XI (Equipment and Operations) shall be amended except upon the unanimous consent of the Board of Directors.

## **ARTICLE XVI**

### **EFFECTIVE DATE OF AMENDED BYLAWS**

Unless specified otherwise, any amendment to these Bylaws shall become effective immediately upon adoption.

D-8

Attachment 4



**SOUTH BAY REGIONAL PUBLIC  
COMMUNICATIONS AUTHORITY**

**BYLAWS**

**(ADOPTED OCTOBER 14, 1975)**

**(Amended by Board Action on October 21, 1981),**

**Resolution 10 [May 19, 1977], Resolution 23 [July 20, 1979],**

**Resolution 31 [June 26, 1980], Resolution 38 [October 15, 1980],**

**Resolution 54 [December 16, 1981], Resolution 61 [August 18, 1982],**

**Resolution 73 [December 21, 1983], Resolution 103 [August 20, 1986],**

**Resolution 117 [March 16, 1988], Resolution 129 [December 21, 1988],**

**Resolution 131 [February 15, 1989], Resolution 145 [February 21, 1990],**

**Resolution 159 [July 17, 1991], Resolution 186 [December 20, 1995],**

**Resolution 206 [November 17, 1999], Resolution 210 [September 18, 2000],**

**Resolution 216 [January 3, 2001], Resolution 262 [January 15, 2008],  
~~and~~ Resolution 324 [September 17, 2019], and Resolution [\_\_\_\_\_,  
2020]**

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## **PREAMBLE**

The South Bay Regional Public Communications Authority (hereinafter "Authority") is an agency voluntarily established by the public agencies signatory to the Joint Powers Agreement attached hereto (hereinafter "member agencies") pursuant to the Joint Exercise of Powers Act of the Government Code of the State of California for the purpose of providing a forum for discussion, study, development, implementation, operation and maintenance of a consolidated regional public safety services communications system for the mutual benefit of the membership. A substantial function of said Authority is to provide a computerized criminal justice information system dedicated to purposes related solely to the administration of criminal justice and, for such purposes, the Authority is a criminal justice system.

## **ARTICLE I**

### **FUNCTIONS**

**The functions of the Authority are:**

- A.** To enter into contracts;
- B.** To employ agents and employees;
- C.** To acquire, hold and dispose of property, real and personal;
- D.** To acquire, construct, manage, operate and maintain any building or portion thereof for the purposes of carrying out the functions of the Authority; and
- E.** To incur debts, liabilities and obligations for the purpose of carrying out the functions of the Authority.

## **ARTICLE II**

### **MEMBERSHIP**

- A.** Any public agency is eligible for membership in the Authority.
- B.** Membership shall be contingent upon the execution of the Joint Powers Agreement creating and establishing this Authority (~~hereinafter~~ as amended from time to time, the "Agreement") and the payment by each such member agency of all membership assessments and costs as specified herein.
- C.** Subsequent to the effective date of said Agreement, any public agency wishing membership in the Authority shall be admitted only upon a two-thirds vote of the total membership of the Board of Directors if the Authority has four or more members, or upon a unanimous vote of the Board if the Authority has less than four members. However, whenever any member of the Authority has given notice pursuant to these By-Laws of its intention to withdraw as a member from the Authority, such member shall not be eligible to vote on any action of the Board to add

one or more new members to the Authority. The Board of Directors may, by a similar vote, impose conditions governing the admission of such new members in addition to the terms, costs and assessment charges as specified in the Agreement or Bylaws. Any revenue derived from the imposition of such conditions shall be apportioned among the then existing members by an advance payment credit in proportion to the respective cash contributions of each of said members to the Authority to date.

### ARTICLE III

#### BOARD OF DIRECTORS

- A. ~~A Board of Directors is hereby established for~~The governing body of this Authority shall be known as the "Board of Directors".
- B. Representation on the Board of Directors shall be as follows:
1. The membership of the Board of Directors shall be composed of one representative from each member agency of the Authority ~~and be appointed as set forth in Section 11 of the Agreement.~~
  - ~~2. Only the official representative or designated alternate representative from each member agency, as hereinafter provided, shall represent such member agency on the Board of Directors.~~
  - ~~3. The official representative and alternate representative from each member agency shall be members of the legislative body of each such agency. The legislative body of each member agency shall designate in writing to the Authority the names of the official representative and the alternate representative to the Board of Directors. Such notice of designation shall include the mailing address of the persons so appointed. The names and addresses shown on such notice shall be used as the official mailing roster for the purpose of giving any notices required by this Agreement or by these Bylaws.~~
  - ~~4. An official representative or alternate representative shall serve until a successor is appointed by the respective member agency, except if an official representative or alternate representative ceases to be a member of the legislative body of the appointing member agency, in which case, the seat of the official representative or alternate representative shall be vacant until a successor is appointed.~~
  2. Pursuant to Section 11.A.6 of the Agreement, the Executive Director and the Chair of the User Committee shall be non-voting, ex-officio members of the Board of Directors.  
~~(Amended by Resolution 31, 6/26/80.)~~

### C. Board Officers.

1. The Board of Directors shall elect from among the membership of the official representatives of said Board a Chairperson and a Vice Chairperson. The Executive Director of the Authority shall automatically be the Secretary of the Board of Directors.
2. Officers of the Board of Directors shall be elected at the first meeting of said Board and at the first ~~regular~~ meeting on or after July 1 of each year thereafter. Said election shall be the first item of business at said meetings and the newly elected officers shall assume office immediately following their election. ~~-(Amended by Resolution 31, 6/26/80)-~~
3. A vacancy shall immediately occur in the office of any officer upon the resignation, death or disability of such person holding such office or in the event that officer ceases to be a member of the legislative body of the appointing member agency. The Board of Directors shall fill such vacancy in accordance with the provisions of these Bylaws.
4. The Chairperson shall preside at all meetings of the Board of Directors. The Vice Chairperson shall act as Chairperson in the absence of the Chairperson.
5. The Secretary shall keep a record of all of the proceedings of the Board and perform the usual duties of such office.

### D. Meetings.

1. ~~Regular~~ Per Section 11.B of the Agreement, regular public meetings of the Board of Directors shall be held at least twice annually at a date, time and place established by resolution of the Board pursuant to the provisions of ~~Section 54954 of the~~ Ralph M. Brown Act (the "Brown Act"), being California Government Code Section 54950, et seq., including but not limited to Section 54954 therein. Special meetings of the Board may be called by its ~~chairperson~~ Chairperson or by the written request of a majority of the members of said Board. The last regularly scheduled meeting of the Board shall be held prior to ~~May~~ April 1 of each year at which meeting the Board shall consider and adopt the annual budget for the Authority for the following fiscal year.
2. Notice of regular meetings shall be given to the official representative of each member agency at ~~least one week prior to such meeting~~ or before the same time as the agenda for the subject meeting is posted in accordance with the Brown Act. Such notice shall also be provided in the same manner to any owner of property located within any of the member cities who has filed a written request for each notice with the



~~secretary~~Secretary. An agenda for each such meeting shall accompany the notice; regular meetings shall be limited to the matters set forth in such agenda. Explanatory agenda documentation shall also accompany each notice. ~~(Amended by Resolution 31, 6/26/80, Board Action 10/21/81 and Resolution 117, 3/16/88.)~~

3. Notice of special meetings shall be given to the official representative of each member agency in ~~the manner specified by the Government Code of the State of California~~accordance with the Brown Act. Similar notice shall be provided in the same manner to any owner of property located within any of the member cities who has filed a written request for such notice with the ~~secretary~~Secretary. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public, or at such time and in such manner as may otherwise be specified in the Brown Act. An agenda specifying the subject of the special meeting shall accompany the notice, as will explanatory agenda documentation. ~~(Amended by Board Action, 10/21/81 and Resolution 117, 3/16/88.)~~
4. At least 72 hours before a regular meeting, ~~the secretary~~ (or at such time and in such manner as may otherwise be specified in the Brown Act), the Secretary, or his or her designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public. No action shall be taken on any item not appearing on the posted agenda. Notwithstanding the above, the Board of Directors may take action on items of business not appearing on the posted agenda under any of the following conditions:
  - a. Upon a determination by a majority vote of the Board that an emergency situation exists, as defined in Section 54956.5 of the Government Code.
  - b. Upon a determination by a two-thirds vote of the Board, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that the need to take action arose subsequent to the agenda being posted as specified above.
  - c. The item was posted for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken. ~~(Article III.D.4 added by Resolution 117, 3/16/88.)~~

**E. Voting in the Board of Directors shall be conducted in the following manner:**

1. Each public agency that is a member of the Authority shall be entitled to one vote on the Board of Directors. Such votes shall be cast only by the official representative in actual attendance, or by the designated alternate representative if the official representative is absent. No proxy votes or absentee voting shall be permitted.
2. A quorum of the Board of Directors shall consist of representation of a majority of the member agencies, and the Board shall act only upon a majority vote of the quorum. ~~Resolutions increasing or decreasing the budget or~~ Pursuant to Article XV, resolutions amending the Bylaws require ten-day (10 days) prior notice to all member agencies before a vote may be taken. ~~(Amended by Resolution No. 131, 02/15/89.)~~ by the Board of Directors.
3. Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the request of any representative present.

**F. Board Rules.**

1. The Board shall establish rules governing its own conduct and procedures, and shall have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California, the Agreement or these Bylaws.
2. Representatives of member agencies, while serving on the Board, shall receive such salary or compensation as may be established by resolution of the Board. Reimbursement of reasonable and necessary expenses may also be approved by the Board on a case-by-case basis. ~~(Amended by Resolution 129, 12/21/88.)~~

**ARTICLE IV**

**POWERS AND DUTIES OF THE BOARD**

- A. The Board of Directors is hereby designated as the governing body of the Authority and shall have the powers and duties set forth in this Article.
- B. The Board shall take such action as it deems necessary and appropriate to accomplish the general purposes of the organization.
- C. Except as otherwise provided in these Bylaws, the Board shall have full control of the affairs of this Authority.
- D. The Board of Directors shall appoint an Executive Committee which shall be composed of the City Manager/equivalent officer (or his or her

designee) from each member of the Authority. The Executive Committee shall be responsible for the day-to-day management and control of the operations of the Authority and shall have the powers and duties set forth in these By-Laws.

- E.** The Board shall establish the annual budget for the Authority as provided in these Bylaws.
- F.** The Board may exercise any other power necessary and incidental to the implementation of its powers and duties.
- G.** The Board shall make all policy decisions and determinations for the Authority.
- H.** Any representative who desires to propose any policy matter for determination by the Board of Directors may, but is not required to, submit the matter to the Executive Committee in the form of a proposed resolution prior to the regular meeting of the Board of Directors at which such matter will be considered. The Executive Committee shall consider each such resolution and may submit its recommendations for action to the Board of Directors. A copy of each such proposed resolution together with the Executive Committee's recommendations thereon, shall be included in the agenda materials for the next scheduled meeting of the Board of Directors.
- I.** Any representative may, at any meeting of the Board of Directors, request review by the Board of Directors of any action of the Executive Committee or the User Committee which has been taken between meetings of the Board of Directors or Executive Committee.
- J.** At its last regularly scheduled meeting held prior to ~~May~~April 1 of each year, the Board of Directors shall review the proposed budget and assessment schedule submitted by the Executive Director and shall adopt an annual budget and an assessment schedule.

## **ARTICLE V**

### **EXECUTIVE COMMITTEE**

- A. An Executive Committee is hereby established for this Authority.**
- B. Representation on the Executive Committee shall be as follows:**
  - 1. The membership of the Executive Committee shall be composed of one representative from each member agency of the Authority.
  - 2. Only the official representative or designated alternate representative from each member agency, as hereinafter provided, shall represent such member agency on the Executive Committee.

3. The official representative and alternate representative from each member agency shall be ~~members of the legislative body of each such agency~~ the City Manager/equivalent officer (or his or her designee) from each member of the Authority. The legislative body of each member agency shall designate in writing to the Authority the names of the official representative and the alternate representative to the Executive Committee. Such notice of designation shall include the mailing address of the persons so appointed. The names and addresses shown on such notice shall be used as the official mailing roster for the purpose of giving any notices required by this Agreement or by these Bylaws.
4. An official representative or alternate representative shall serve until a successor is appointed by the respective member agency.
5. The Executive Director and the Chair of the User Committee shall be non-voting, ex-officio members of the Executive Committee.

**C. Executive Committee Officers.**

1. The Executive Committee shall elect from among the membership of the official representatives of said Committee a Chairperson and a Vice Chairperson. The Executive Director of the Authority shall automatically be the Secretary of the Executive Committee.
2. Officers of the Executive Committee shall be elected at the first meeting of said Committee and at the first ~~regular~~ meeting on or after July 1 of each year thereafter. Said election shall be the first item of business at said meetings and the newly elected officers shall assume office immediately following their election.
3. A vacancy shall immediately occur in the office of any officer upon the resignation, death or disability of such person holding such office or in the event that officer ceases to be an employee of the appointing member agency. The Executive Committee shall fill such vacancy in accordance with the provisions of these Bylaws.
4. The Chairperson shall preside at all meetings of the Executive Committee. The Vice Chairperson shall act as Chairperson in the absence of the Chairperson.
5. The Secretary shall keep a record of all of the proceedings of the Executive Committee and perform the usual duties of such office.

**D. Meetings.**

1. Regular public meetings of the Executive Committee shall be held monthly at a regular date, time and place established by

resolution of the Committee pursuant to the provisions of the Brown Act, including but not limited to Section 54954 ~~of the Government Code~~ therein. Special meetings of the Committee may be called by its ~~chairperson~~ Chairperson or by the written request of a majority of the members of said Committee.

2. Notice of regular meetings shall be given to the official representative of each member agency at ~~least one week prior to such meeting~~ or before the same time as the agenda for the subject meeting is posted in accordance with the Brown Act. Such notice shall also be provided in the same manner to any owner of property located within any of the member cities who has filed a written request for each notice with the ~~secretary~~ Secretary. An agenda for each such meeting shall accompany the notice; regular meetings shall be limited to the matters set forth in such agenda. Explanatory agenda documentation shall also accompany each notice.
3. Notice of special meetings shall be given to the official representative of each member agency in ~~the manner specified by the Government Code of the State of California~~ accordance with the Brown Act. Similar notice shall be provided in the same manner to any owner of property located within any of the member cities who has filed a written request for such notice with the ~~secretary~~ Secretary. The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public, or at such time and in such manner as may otherwise be specified in the Brown Act. An agenda specifying the subject of the special meeting shall accompany the notice, as will explanatory agenda documentation.
4. At least 72 hours before a regular meeting, ~~the secretary~~ (or at such time and in such manner as may otherwise be specified in the Brown Act), the Secretary, or his or her designee, shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public. No action shall be taken on any item not appearing on the posted agenda. Notwithstanding the above, the Executive Committee may take action on items of business not appearing on the posted agenda under any of the following conditions:
  - a. Upon a determination by a majority vote of the Committee that an emergency situation exists, as defined in Section 54956.5 of the Government Code.
  - b. Upon a determination by a two-thirds vote of the Committee, or, if less than two-thirds of the members are

present, a unanimous vote of those members present, that the need to take action arose subsequent to the agenda being posted as specified above.

- c. The item was posted for a prior meeting of the Executive Committee occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

**E. Voting in the Executive Committee shall be conducted in the following manner:**

1. Each public agency that is a member of the Authority shall be entitled to one vote on the Executive Committee. Such votes shall be cast only by the official representative in actual attendance, or by the designated alternate representative if the official representative is absent. No proxy votes or absentee voting shall be permitted.
2. A quorum of the Executive Committee shall consist of representation of a majority of the member agencies, and the Committee shall act only upon a majority vote of the quorum.  
~~Resolutions increasing or decreasing the budget or amending the Bylaws require ten (10) days' prior notice to all member agencies before a vote may be taken.~~
3. Voting may be either by voice or roll call vote. A roll call vote shall be conducted upon the request of any representative present.

**F. Executive Committee Rules.**

1. The Executive Committee shall establish rules governing its own conduct and procedures, and shall have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California, the Agreement or these Bylaws.
2. Representatives of member agencies, while serving on the Committee, shall receive such salary or compensation as may be established by resolution of the Board of Directors. Reimbursement of reasonable and necessary expenses may also be approved by the Committee on a case-by-case basis.

**ARTICLE VI**

**POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE**

~~(Article Established by Resolution 210, 9/18/2000)~~

- A. The Executive Committee ~~is hereby designated as the administrative governing body of the Authority~~ shall be responsible to the Board of Directors for the administration and management of Authority affairs, the provision of assistance and advice to the Board of Directors, adhering to the budget adopted by the Board of Directors (including any budget amendment or other appropriation approved by the Board of Directors), and supervision of the Executive Director, and shall have the powers and duties set forth in this Article.
- B. ~~The~~ Subject to the limitations set forth in Section 12 of the Agreement and in paragraph C below, the Committee shall take such action as it deems necessary and appropriate to accomplish the general purposes of the organization and administer the budget adopted by the Board of Directors (including any budget amendment or other appropriation approved by the Board of Directors), including the establishing of mobile digital and radio communications system; establishing of "9-1-1" service; establishing the requisite data processing and information system; engaging in the development and implementation of necessary programs thereto; acquiring any necessary site; maintaining any system for communications; and for the handling of data processing and management information. Any of the foregoing activities, or any other activities authorized by the Agreement or these Bylaws, may be accomplished by entering into contracts, leases or other agreements whenever the Committee shall deem such to be advisable.
- C. ~~Except as otherwise provided in these Bylaws, the Committee shall have full control and management of the affairs of this Authority, including the power to be exercised by this Authority pursuant to the Agreement and these Bylaws;~~ The Executive Committee shall be responsible for implementing the Board-approved budget of the Authority and managing the work plan of the Authority within the budget approved by the Board of Directors (including any budget amendment or other appropriation approved by the Board of Directors). The Board of Directors hereby delegates to the Executive Committee the Board's powers and duties for the purposes of program development, policy formulation (but not policy adoption, which shall be reserved to the Board of Directors and may not be delegated), and program implementation, including but not limited to the following: to provide for the prosecution and defense or other participation in actions or proceedings at law in which it may have an interest; to employ such persons as it deems necessary to accomplish its duties and powers on a full-time, part-time or consulting basis; to conduct such research and investigation as it deems necessary on any matter related to or affecting the general purposes of the organization; to acquire, hold and dispose of property both real and personal as the Committee deems necessary; and to contract for or purchase any necessary space, materials, supplies, equipment, machinery and personnel with one or more member agencies or other parties. Without limiting the foregoing, the Executive Committee shall have the authority to approve expenditures, including but not limited to contracts, contract amendments, purchase orders and change orders to existing contracts,



provided that such expenditures are consistent with the adopted annual budget or with a budget amendment or other appropriation approved by the Board of Directors.

- D. The Committee, on behalf of the Authority, may accept contributions or donations and may apply for and use grants or loans of money or other property from the state, or any other governmental units, or individuals, foundations or organizations, and may enter into agreements required in connection therewith any may hold, use and dispose of such monies or property in accordance with the terms of the grant, donation, loan or agreement relating thereto. However, nothing in this section should be construed as to require the participation or financial obligation of any member agency without the expressed written authorization in the form of a resolution by its legislative body and only to the extent so authorized.
- E. The Committee shall work with the Auditor established by Section 5 of the Agreement to cause an annual independent audit of the books to be made and shall make an annual financial accounting and report in writing to the members as required by Section 6505 of the Government Code. Its books and records shall be available for and open to examination by its members at all reasonable times or as may be required by other Authority agreements.
- F. The Committee shall ~~establish~~recommend the annual budget for the Authority, which must be approved and adopted by the Board of Directors as provided in these Bylaws.
- G. The Committee may create special commissions or sub-committees which may include non-Committee members. The creation of special commissions or sub-committees shall be by resolution of the Committee and may be conditioned in such manner as the Committee may determine.
- H. ~~The~~Subject to any reserve policy adopted from time to time by the Board of Directors, the Committee may accumulate, administer (in a manner consistent with the Board-approved budget or any budget amendment or other appropriation approved by the Board of Directors), and maintain reasonable working capital reserves ~~and may invest and reinvest funds not currently needed for the purposes of the organization. Such investment and reinvestment shall be in accordance with and subject to the laws applicable to the investment of public funds.~~
- I. The Committee shall have the authority to enter into contracts with one or more of its member agencies for data processing and management information services which are beyond the basic services being provided as specified here but which are closely related to public safety operational activities. Members entering into such arrangements with the Authority shall be subjected to reasonable charges beyond the basic assessments otherwise provided herein to cover the cost of development and performance of said services and shall be the only recipients of the



results of said services unless otherwise authorized and approved by the Committee and each participating member agency.

- J. The Committee may provide for any of the Authority's employees to be members of a retirement system and may make any required employer contribution to that organization and any other employer contributions which municipalities are authorized or required by law to make.
- K. The Committee shall purchase, and maintain in force, public liability insurance for the Authority and its officers, agents and employees.
- L. The Committee may exercise any other power necessary and incidental to the implementation of its powers and duties.
- M. Any representative may, at any meeting of the Executive Committee, propose a subject or subjects for study by the Authority.
- N. The Committee shall make all management/operational decisions and determinations for the Authority.
- O. Any representative who desires to propose any management/operational matter for determination by the Executive Committee may, but is not required to, submit the matter to the User Committee in the form of a proposed resolution prior to the regular meeting of the Executive Committee at which such matter will be considered. The User Committee shall consider each such resolution and may submit its recommendations for action to the Executive Committee. A copy of each such proposed resolution together with the User Committee's recommendations thereon, shall be included in the agenda materials for each regular meeting of the Executive Committee.
- P. Any representative may, at any meeting of the Executive Committee, request review by the Executive Committee of any action of the User Committee which has been taken between meetings of the Executive Committee.
- ~~Q. Each year at its annual meeting, the Executive Committee shall review the proposed budget and assessment schedule submitted by the Executive Director and shall adopt an annual budget and an assessment Schedule.~~
- Q. ~~R.~~ The Executive Committee shall fix the salary of all employees of the Authority, including the Executive Director, and shall have the authority to create or abolish employment positions within the Authority.
- R. ~~S.~~ The Executive Committee shall have the power to appoint, remove and discipline the Executive Director. The Executive Committee may request the recommendation of the User Committee or others regarding the exercise of this power.

## ARTICLE VII

### USER COMMITTEE

~~(Article Established by Resolution 31, 6/26/80)~~  
~~(Article Amended by Resolution 103, 8/20/86)~~

A. A User Committee is hereby established for this Authority.

B. Representation on the User Committee shall be as follows:

1. The membership of the User Committee shall be composed of two representatives from each member agency of the Authority, subject to adjustment as provided in paragraph 3 below.
2. Only the official representatives or designated alternate representatives from each member agency, as hereinafter provided, shall represent such member agency in the User Committee.
3. The official representatives from each member agency shall be the Fire Chief and the Chief of ~~Police-Chief~~/Director of Public Safety of such member agency. In a member agency with a Director of Public Safety, that Director ~~shall~~may appoint a senior fire representative and /or a senior police representative to represent that agency. If a member agency provides only fire service or only police service, that member agency shall have only one official representative (and one designated alternate representative) on the User Committee, and the total membership of the User Committee shall be reduced accordingly under such circumstances. The Executive Director shall be ~~an~~ a non-voting, ex-officio member of the User Committee.
4. The Fire Chief and the Chief of ~~Police-Chief~~/Director of Safety of each member agency shall designate in writing to the Authority the name of their respective alternate representatives to the User Committee. Such notice of designation shall include the mailing address of the official representative and alternate representatives so appointed. The names and addresses shown on such notice shall be used as the official mailing roster for the purpose of giving any notices required by this Agreement or by these Bylaws.
5. An official representative or alternate representative shall serve until a successor is appointed, except if an official representative or alternate representative ceases to be an employee of the appointing member agency, in which case the seat of the official representative or alternate representative shall be vacant until a successor is appointed.

C. User Committee Officers.

1. The User Committee shall elect, from among the membership of the official representatives of said Committee, a ~~chair~~Chairperson and ~~vice-chair~~a Vice Chairperson. The ~~vice-chair~~Vice Chairperson shall not be a member of the same member agency or public safety service as the ~~chair~~Chairperson of such Committee.
2. Officers of the User Committee shall be elected at the first meeting of the Committee and at the first ~~regular~~ meeting on or after July 1 of each year thereafter. Said election shall be the first item of business at said meetings and the newly elected officers shall assume office immediately following their election.
3. A vacancy shall immediately occur in the office of any officer upon the resignation, death or disability of the person holding such office, or in the event that an officer ceases to be an official representative of a member agency. The Committee shall fill such vacancy in accordance with the provisions of these Bylaws.
4. The ~~chair~~Chairperson shall preside at all meetings of the User Committee. The ~~vice-chair~~Vice Chairperson shall act as ~~chair~~Chairperson in the absence of the ~~chair~~Chairperson. In the absence of both officers, those members present shall elect a temporary chair to serve at that meeting. Said temporary chair shall have all the duties and responsibilities of the ~~chair~~Chairperson.
5. A recording secretary shall be appointed by the ~~chair~~Chairperson and shall keep a record of all proceedings of the User Committee.

#### **D. Meetings.**

1. Meetings of the User Committee shall be held at a date, time and place established by resolution of the Committee pursuant to the provisions of the Brown Act, including but not limited to Section 54954 ~~of the Government Code~~therein. Meetings of the User Committee may be called by the ~~chair~~Chairperson or by the written request of any member of said Committee. All meetings shall be held only within the corporate jurisdiction of any of the member agencies.
2. Notice of meetings, agendas and explanatory documentation shall be given to the official representatives and alternate representatives of each member agency and property owners ~~at least one week prior to such meetings~~in accordance with the Brown Act. An agenda for each such meeting shall accompany the notice; ~~however, regular meetings shall not be limited to the matters set forth in such agenda. (Amended by Resolution 117, 3/16/88.)~~

3. The date, time and location of all special meetings shall be determined by the Committee ~~chair~~Chairperson. Call and notice ~~requirements shall be the same as specified for the Board of Directors at Article III D. (Amended by Resolution 117, 3/16/88.)~~shall be provided in accordance with the Brown Act.

**E. Voting in the User Committee shall be conducted in the following manner:**

1. Each public agency that is a member of the Authority shall be entitled to one vote for each of its representatives present at such meeting. Each vote shall be cast only by the official representative in actual attendance, or by the designated alternate representative if such official representative is absent. No proxy votes or absentee voting shall be permitted.
2. A quorum of the User Committee shall consist of ~~representation by at least three fire representatives and three police/public safety representatives from a majority of the member agencies~~Committee members, and the Committee shall act only upon a majority vote of the ~~total membership of the Authority~~present.
3. Voting may be either by voice or roll call vote. A roll call shall be conducted upon the request of any representative present.

**F. Rules of the User Committee.**

1. The User Committee shall establish rules governing its own conduct and procedures, and have such expressed or implied authority as is not inconsistent with or contrary to the laws of the State of California, the Agreement or the Bylaws, including the power to establish and maintain subcommittees.
2. No one serving on the User Committee shall receive any salary or compensation from the Authority for attending any meeting of such Committee, except to reimburse reasonable and necessary expenses as may be approved by the Executive Committee.

## **ARTICLE VIII**

### **POWER AND DUTIES OF THE USER COMMITTEE**

~~(Article Established by Resolution 31, 6/26/80)~~

- A. The powers and duties of the User Committee shall include the powers set forth in this Article.
- B. The User Committee shall provide technical and operational coordination and information to the Executive Director on issues as they affect the Authority. The User Committee shall also provide technical and

operational information to the Executive Committee on issues as they affect the Authority goals and objectives.

- C. In the event of an unresolved impasse between the User Committee and the Executive Director on any substantial issue affecting the Authority, the User Committee shall have the right of appeal directly to the Executive Committee. The Executive Committee shall also receive appropriate recommendations from the Executive Director. The decision of the Executive Committee by majority vote of representatives present shall be final.

~~D. The User Committee shall have the authority to request special meetings of the Board of Directors or Executive Committee regarding matters of urgency, subject to the requirements of Articles III D and VD.~~

## ARTICLE IX

### EXECUTIVE DIRECTOR

~~(Article Renumbered by Resolution 31, 6/26/80,  
Formerly Article IX)~~

- A. The Executive Director shall be the Chief Administrative Officer of the Authority and shall be appointed by, and serve at the pleasure of, the Executive Committee.
- B. The Executive Director shall receive such compensation as may be fixed by the Executive Committee.
- C. The powers and duties of the Executive Director are:
1. To administer the affairs of the Authority.
  2. To appoint, direct, discipline, demote and remove all employees of the Authority.
  3. To annually prepare and present a proposed budget to the Executive Committee and Board of Directors, to control the approved budget and to transfer funds between accounts in each budget section, within total budgeted amounts in order to meet unanticipated needs of changed situations, in accordance with the provisions of State Law. ~~Such transfers shall be reported to the Executive Committee at its next regular meeting. Transfers between budget sections may not be made without prior Executive Committee approval~~ and the Authority's budgetary policy as established by resolution of the Board of Directors.
  4. To serve as ~~secretary~~ Secretary of the Board of Directors and Executive Committee of the Authority.

5. To participate in all meetings of the User Committee, the Executive Committee and the Board of Directors, and to consult and cooperate with each group toward mutual ends.
6. To review all bid specifications for the purchase of all communications equipment prior to issuance and equipment modifications by member agencies.
7. To perform such other duties as may be authorized by these Bylaws or as may be required by the Executive Committee or Board of Directors.

## ARTICLE X

### FINANCES

~~(Article Renumbered by Resolution 31, 6/26/80,  
Formerly Article X)~~

- A. **Fiscal Year.** The fiscal year of the Authority shall begin July 1 of each year. If more than fifty percent of the finances for the Authority during any twelve-month period are provided by grant funds, the fiscal year may be modified by the Board of Directors to coincide with the contract period of such grant.
- B. **Budget Submission and Adoption.** The Authority budget of the following fiscal year shall be submitted by the Executive Director to the Executive Committee in February of each year and the Board of Directors in March of each year. The Board of Directors shall approve and adopt the annual budget for the Authority not later than March 31 of each year. The annual budget shall include the necessary funds with which the Authority shall obtain and maintain workers' compensation insurance, liability insurance and other such insurance as deemed necessary by the Executive Committee to fully protect the Authority and each of the member agencies. Said insurance shall be obtained and maintained in force at all times during the effective term of this Agreement.
- C. **Yearly Membership Assessment.** Each year, concurrent with the adoption of the annual budget, the Board of Directors shall fix membership assessments for all member agencies in the amounts sufficient to provide the funds required by the budget and shall advise the legislative body of each member agency thereof on or before May 1 of each year. Said assessments shall be due and payable to the Authority by each member agency quarterly, July 15 (35% of total due); October 15 and January 15 (25%) and April 15 (15%). If any member agency fails to pay its entire assessment prior to the foregoing date, such agency shall be deemed in default for the purposes of Paragraph "E" hereof.

The amount of each member agency's assessment shall be determined in accordance with the formula set forth in Paragraph "D" hereof.

~~(Amended by Resolution 31, 6/26/80 and Resolution 73 (12/21/83.)~~

**D. Method of Assessment.**

~~(Phase III assessment schedule deleted by Resolution 31, 7/02/80;  
Phase IV assessment schedule deleted by Resolution 54, 12/16/81;  
Amended by Resolution 262, 1/15/08.)~~

Computation of assessments to be paid by the member agencies for the operation and maintenance of the Authority shall be as follows:

1. Beginning Fiscal Year 2008-2009, the annual budgeted expenditures and indebtedness incurred by the Authority shall be divided among the member agencies in accordance with the formula based 100% on each member's ownership share of the Authority as follows:

City of Gardena	32.08%
City of Hawthorne	45.07%
City of Manhattan Beach	22.85%

2. Beginning Fiscal Year 2020-2021, each member shall pay an assessment that is the total of the sum of the Member Cost Allocation Assessment, the Deficit Assessment, and the Debt Assessment, as such terms are defined below.
  - a. The "Member Cost Allocation Assessment" shall mean an amount that is determined by dividing the annual budgeted expenditures among the member agencies in accordance with the Cost Allocation Policy, adopted by resolution of the Board of Directors. To allow cost increases for the City of Manhattan Beach to be phased in over a four year period, for each fiscal year through fiscal year 2022-23, the Member Cost Allocation Assessment shall be further adjusted as follows:
    - i. For Fiscal Year 2020-2021, the City of Manhattan Beach will receive an 11.95% discount on its Member Cost Allocation Assessment. The City of Gardena will pay a 4.93% premium on its Member Cost Allocation Assessment. The City of Hawthorne will pay a 5.30% premium on its Member Cost Allocation Assessment.
    - ii. For Fiscal Year 2021-2022, the City of Manhattan Beach will receive a 7.97% discount on its Member Cost Allocation Assessment. The City of Gardena will pay a 3.33% premium on its Member Cost Allocation



Assessment. The City of Hawthorne will pay a 3.50% premium on its Member Cost Allocation Assessment.

- iii. For Fiscal Year 2022-2023, the City of Manhattan Beach will receive a 3.98% discount on its Member Cost Allocation Assessment. The City of Gardena will pay a 1.69% premium on its Member Cost Allocation Assessment. The City of Hawthorne will pay a 1.73% premium on its Member Cost Allocation Assessment.

- b. The "Deficit Assessment" shall mean an amount that represents each member's Ownership Share (defined below) of the sum of the following: any budgeted expenditures not covered by (i) the total amount of the Member Cost Allocation Assessments and (ii) all assessments paid by a non-member agency pursuant to contract.
- c. The "Debt Assessment" shall mean an amount that represents each member's Ownership Share (defined below) of the annual cost of any indebtedness incurred by the Authority.

3. The "Ownership Share" shall mean:

City of Gardena	32.08%
City of Hawthorne	45.07%
City of Manhattan Beach	22.85%

This assessment formula shall be reviewed and revised whenever the Executive Committee determines that there is a material change in the operational costs of the Authority. A material change in operating costs shall mean such circumstances that would compel the Authority to substantially increase staffing levels to provide dispatch services to its members or to a new contracting or member agency. Individual member agency's communications equipment maintenance shall be paid for entirely by such member agency.

- E. **Default on Obligations.** If any member agency fails to make payment of its membership assessment on the due date, the following penalties shall be imposed automatically:

Payment Received by the Authority

- 15 days past due - 5% of the amount due.

Payment Received by the Authority

- 30 days past due - 10% of the amount due.



The levying of a default membership assessment shall not limit the Authority's power to seek any other remedies in the law, or as contained in these Bylaws. ~~(First paragraph added by Resolution 10, 5/19/77.)~~

Notwithstanding any other provision of the Agreement or the Bylaws to the contrary, an official representative or alternate from any member agency to the Board of Directors, Executive Committee, User Committee or any other Board or Committee of the Authority as may be established, shall not be eligible to vote on any matter before such Board or Committee during any period that such member agency is in default on any financial obligation to the Authority. During the existence of such default, such representative shall not be counted as a member of any such Board or Committee for purposes of determining a quorum or any requisite vote required pursuant to any provision of these Bylaws. After the initial five year mandatory term of membership as provided in the Agreement and these Bylaws, if a member agency remains in default on any obligation to the Authority for a period of more than ninety consecutive days thereafter, the membership of such agency shall automatically be terminated.

The Authority shall have the power to commence an action in its own name against any member agency in default to recover the amount of the obligation due to the Authority hereunder.

- F. Treasurer and Controller.** The Treasurer and Controller shall be the chief financial officer of the Authority and ~~shall be appointed by, and hold office at the pleasure of, is designated by Section 5 of the Executive Committee Agreement.~~ The Treasurer and Controller shall receive such compensation as may be fixed by the Executive Committee. Said ~~controller~~Treasurer and ~~treasurer~~Controller shall have the powers and duties as set forth in Sections 6505 and 6505.5 of the Government Code, any other provision of state law, an agreement, these Bylaws or as may be established by the Executive Committee. Pursuant to Section 53607 of the Government Code, the Board of Directors annually may delegate to the Treasurer and Controller its authority to invest and reinvest funds not currently needed for the purposes of the organization, subject to review and annual renewal, at the sole discretion of the Board of the Directors, of such delegated investment authority. Such investment and reinvestment shall be in accordance with and subject to the laws applicable to the investment of public funds.
- G. Property Custodian.** ~~The Executive Committee shall, by resolution, designate~~Pursuant to Government Code Section 6505.1, Section 13 of the Agreement designates the public officers or persons who have charge of, handle, or have access to any property of the Authority ~~and shall require such public officers or persons to file an official bond in an amount to be fixed by said resolution.~~ From time to time, the Executive Committee shall review and recommend to the Board of Directors the amount of the official bond required pursuant to Section 13 of the Agreement, which shall be in a minimum amount of \$100,000.

- H. **Indemnification of Tort Liability.** Pursuant to Section 895 et seq. Of the Government Code of the State of California, each member agency shall be liable for any debts and liabilities imposed by law upon any one or more of the member agencies for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement in the same proportions as specified for membership assessments set forth in Paragraph D of Article VIII hereof. To achieve such purpose, each member agency hereby indemnifies and holds harmless the other member agencies for any loss, cost or expense that may be imposed upon such other member agencies in excess of such prorated liability. The rules for interpreting agreement of indemnity as set forth in Section 2778 of the Civil Code are hereby made a part of these Bylaws.

## ARTICLE XI

### EQUIPMENT AND OPERATIONS

~~(Article Renumbered by Resolution 31, 6/26/80;  
Formerly Article XI)~~

- A. **Emergency Call Receiving, Dispatch and Operations Center Site.** The Emergency Call Receiving, Dispatch and Operations Center site (hereinafter "Regional Communications Center") shall provide all emergency call receiving and dispatching services to member agencies 24 hours a day, every day of the year.
1. **Operations Center Location.** The Center (hereinafter "RCC") shall be located at ~~12227 South Hawthorne Way~~4440 West Broadway in Hawthorne, California or at any other building or facility so designated by the Executive Committee.
  2. **RCC Access.** Access to the Regional Communications Center shall be provided equally to all member agencies and shall be under the exclusive control of the Executive Director. ~~(Section amended by Resolution 73, 12/21/83.)~~
- B. **Title of Equipment.** The Authority shall hold title to, and have care, custody and control of, all equipment purchased by the Authority other than any equipment specifically allocated to an individual member agency.
- C. **Equipment Installation and Maintenance.** The Authority shall ~~furnish~~employ or contract with a licensed supervising technician who shall hold a valid general radio telephone license issued by the Federal Communications Commission and who shall supervise all ~~equipment~~radio site installation and maintenance. However, nothing in this Agreement shall authorize or require the Authority to install or maintain any equipment of any nature or kind in vehicles, buildings or premises not owned by or under lease to and under full time control of any member agency.

**D. Equipment Purchases.**

1. All costs for the purchase of equipment, material, apparatus and parts required for use by the Authority, or all member agencies thereof, shall be purchased by the Authority and proportionally assessed to the member agencies pursuant to the provision of these Bylaws.
2. All costs for the purchase of equipment, material, apparatus and parts required or desired for the use of one agency or less than all of the member agencies shall be borne by, and at the sole expense of, said agency or agencies. In purchasing equipment, each agency agrees to conform to the established communications systems and operations presently in effect. ~~Bid specifications for police and fire communication equipment issued by the Authority or a member agency shall be reviewed and approved by the executive director and User Committee prior to issuance.~~

**E. Use of Equipment.** All member agencies agree to use said Authority and its communication systems only for such purposes and in such manner as may be permitted by the Federal Communications Commission (hereinafter "FCC").

**F. FCC Licenses.** FCC licenses held by the member agencies shall be in the name of the Authority as the primary user, in accordance with the FCC rules and regulations. Local public safety services of member agencies shall continue to hold radio base station licenses as the secondary user for such frequencies as said member agencies are licensed upon their effectuation of this Agreement. The Authority, upon the withdrawal of any member agency, shall provide, with FCC approval, the equivalent or better radio frequency spectrum capability than that which was licensed to said agency on the day and date the agency effected this Agreement.

**G. Radio Frequencies.** The member agencies shall share those certain radio frequencies, as licensed by the FCC and as provided by separate agreement, for the mutual use of the public safety services of all member agencies and the Authority.

**H. Amendment of Article.** Notwithstanding any other provision of the Agreement or these Bylaws to the contrary, no provision of this Article shall be amended except upon the unanimous consent of the Board of Directors.

## ARTICLE XII

### WITHDRAWAL BY MEMBER AGENCIES

~~(Article Renumbered by Resolution 31, 6/26/80;  
Formerly Article XII)~~

- A. **Withdrawal.** Following the initial five-year minimum term of membership as provided in the Agreement, any member agency may withdraw from membership in the Authority in the manner provided in ~~Paragraph 5~~Section 9 of the Agreement.
- B. **Assets.** A member withdrawing from membership at a time when such withdrawal does not result in dissolution of the Authority or any member agency terminated from membership as provided herein, shall forever forfeit its claim to any assets of the Authority. Upon withdrawal or termination of any member of the Authority, the equipment in the sole possession and use of that member agency shall be returned to the Authority within 30 days unless otherwise prohibited by any law, contract or grant.

~~(Note: Disposition of assets upon dissolution of the Authority is covered by Article XII.)~~

## ARTICLE XIII

### DISSOLUTION OF AUTHORITY

~~(Article Renumbered by Resolution 31, 6/26/80;  
Formerly Article XIII)~~

- A. Terms and Conditions of Dissolution. The Authority shall be dissolved whenever a sufficient number of member agencies withdraw or are terminated from the Authority to reduce the total number of continuing member agencies to less than two in number, provided, however, that withdrawal by a current member that would cause the dissolution of the Authority prior to repayment of the Authority's outstanding Bonds shall not be permitted. If dissolution is necessitated by the provisions of this section, the Executive Committee or the Board of Directors must notify its current members of its intent to so dissolve and also must continue to provide services to its continuing member agencies for a period of at least one hundred eighty days from the date of said notice.
- B. Retirement Liabilities. As set forth in Section 15 of the Agreement, the member agencies shall comply with Government Code Section 6508.2, which governs retirement liabilities of the Authority. Without limiting the foregoing, the member agencies shall mutually agree as to the apportionment of the public agencies' retirement obligations among themselves in such a manner that the agreement equals 100 percent of the Authority's retirement liability in the event of any of the following: (a) if the Authority contracts with the California Public Employees' Retirement System (CalPERS), prior to filing a notice of termination

pursuant to Section 20570 or 20571 of the Public Employees Retirement Law (California Government Code Section 20000 et seq.); or (b) if the Authority does not contract with CalPERS, a decision by the Board of Directors to dissolve or cease the operations of the Authority. If such an event occurs and the member agencies are unable to mutually agree upon the apportionment of the member agencies' retirement obligations among themselves, the board of the pension or retirement system with which the Authority contracts shall apportion the retirement liability of the Authority among such member agencies in the manner provided by Government Code Section 6508.2.

## ARTICLE XIV

### DISPOSITION OF ASSETS

**(Article Renumbered by Resolution 31, 6/26/80;  
Formerly Article XIV)**

Upon dissolution as provided herein or rescission of the Agreement as provided in ~~Paragraph~~Section 9 thereof, any assets or surplus cash owned by the Authority after the payment of all liabilities, costs, expenses and charges validly incurred hereunder shall be divided among the then agency members in proportion to the amount of contributions made by such member agencies, as specified in Section 6 of the Agreement.

In the event said member agencies cannot unanimously agree upon the manner of disposition of such assets, said assets (other than any fixtures or improvements made to the premises or property of any member agency which cannot reasonably be removed therefrom) shall be sold by the Authority and the cash derived from said sale shall be distributed in the manner hereinabove provided. Any fixtures or improvements not so removed from any member agency shall become the property of such member agency and the then current market value of such fixtures or improvements shall be credited to such agency for purposes of determining the distribution to be made hereunder.

## ARTICLE XV

### AMENDMENT TO BYLAWS

**(Article Renumbered by Resolution 31, 6/26/80;  
Formerly Article XV)**

Amendments to these Bylaws may be proposed by any representative to the Board of Directors or the Executive Committee, the ~~executive director or the User Committee. If proposed by a representative or the executive director, the amendment may be, but is not required to be, submitted to the User Committee for consideration at the next regularly scheduled monthly meeting of the User Committee. The User Committee may consider and make a written recommendation to the Executive Committee or Board of Directors relating to said amendment. Such recommendation shall not be deemed to be required, however, prior to action by the Executive Committee or Board of Directors~~Executive Director or the User Committee. Except as otherwise provided herein, amendments to the Bylaws shall require a majority vote of the total membership of the ~~Executive Committee or~~Board of Directors.

Resolutions amending the Bylaws require ten (10) days' prior notice to all member agencies before a vote may be taken by the Board of Directors. Such notice shall specify the date of the Board meeting at which the Board of Directors will consider a resolution amending the Bylaws and shall be provided to the official representatives of each member agency then seated on the Board of Directors and on the Executive Committee. Such notice may be provided by any written communication (including electronic mail) or verbal communication (including at an earlier occurring meeting), and a record of such notice shall be maintained by the Secretary.

Pursuant to Section H of Article XI, no provision of Article XI (Equipment and Operations) shall be amended except upon the unanimous consent of the Board of Directors.

## ARTICLE XVI

### EFFECTIVE DATE OF AMENDED BYLAWS

**~~(Article Renumbered by Resolution 31, 6/26/80; Formerly Article XVI)~~**

~~Any~~Unless specified otherwise, any amendment to these Bylaws shall become effective immediately upon adoption.

Document comparison by Workshare 9.5 on Friday, January 24, 2020 4:34:50 PM

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Split/Merged cell	
Padding cell	

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Insertions	128
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Moved from	5
Moved to	5
Style change	0
Format changed	0
Total changes	268

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# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM NUMBER:** D-9

**TO:** Board of Directors

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

**SUBJECT:** RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ADOPTING AN AMENDED STATEMENT OF INVESTMENT POLICY; AND

DIRECTION AS TO INVESTMENT OF SURPLUS FUNDS

**ATTACHMENTS:** 1. Resolution  
2. LAIF Information

### **RECOMMENDATION**

Staff recommends that the Board of Directors:

1. Approve and adopt the Resolution Adopting an Amended Statement of Investment Policy.
2. By minute motion, direct and approve an investment program for the Authority's surplus funds that (A) directs the Authority to maintain a minimum balance of \$750,000 in its deposit/operating account with Union Bank, and (B) authorizes the Authority to invest in LAIF all monthly surplus revenues above that minimum deposit balance; and authorize the Executive Director and the Finance & Performance Audit Manager to execute any ancillary documents and take any actions necessary to effectuate the approved investment transactions.

### **DISCUSSION**

Government Code Section 6509.5 authorizes the Authority to invest any money in its treasury pursuant to Government Code Section 6505.5 that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the

same manner and upon the same conditions as permitted to local agencies pursuant to Sections 53601 et seq. of the Government Code.

Pursuant to Government Code Section 53646(a)(2), the treasurer or chief fiscal officer of the local agency may annually, or from time to time as necessary or desirable, render to the legislative body of that local agency a Statement of Investment Policy or proposed changes to an existing investment policy for consideration at a public meeting. The Authority's Finance & Performance Audit Manager, as chief fiscal officer, has prepared an Amended Statement of Investment Policy, which is included as Exhibit A of the Resolution that is Attachment #1 to this report.

No practical changes to the Authority's investment strategy will occur with the adoption of this Amended Statement of Investment Policy. Due to liquidity requirements, the Authority will continue to invest its idle cash 100% with the State's Local Agency Investment Fund ("LAIF"), which is one of the permitted investments under the Statement of Investment Policy.

Upon the approval of the Second Amended Joint Powers Agreement by all three member cities, staff will develop another amendment to the Statement of Investment Policy for the Board of Directors to consider that includes delegation of investment authority to the Authority's Treasurer.

### **LEGAL REVIEW**

The proposed Resolution and Amended Statement of Investment Policy was reviewed by and developed in conjunction with the Authority's General Counsel.

### **FISCAL IMPACT**

If approved, the Authority will re-deposit its surplus revenues with LAIF in order to maximize interest earnings on liquid funds that remain immediately available. LAIF provides the Authority with an opportunity to participate in a major portfolio that invests hundreds of millions of dollars at no additional cost to the taxpayers. As of February 29, 2020, LAIF has 2,368 participant agencies with a total of \$28.7B invested. As of February 2020, LAIF's average monthly effective yield was 1.912%. Additional information regarding LAIF is included as Attachment #2 to this report.

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Attachment 1

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS  
AUTHORITY ADOPTING AN AMENDED STATEMENT  
OF INVESTMENT POLICY**

**WHEREAS**, pursuant to Government Code Section 53646(a)(2), the treasurer or chief fiscal officer of the local agency may annually, or from time to time as necessary or desirable, render to the legislative body of that local agency a Statement of Investment Policy or proposed changes to an existing investment policy for consideration at a public meeting; and

**WHEREAS**, the chief fiscal officer (i.e., the Finance & Performance Audit Manager) of the South Bay Regional Public Communications Authority (Authority) has prepared an Amended Statement of Investment Policy, which is attached hereto as Exhibit A and incorporated herein by this reference (the “Amended Investment Policy”); and

**WHEREAS**, Government Code Section 6509.5 authorizes the Authority to invest any money in its treasury pursuant to Government Code Section 6505.5 that is not required for the immediate necessities of the Authority, as the Authority determines is advisable, in the same manner and upon the same conditions as permitted to local agencies pursuant to Sections 53601 et seq. of the Government Code;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the South Bay Regional Public Communications Authority as follows:

Section 1. The Board of Directors hereby approves and adopts the Amended Investment Policy in the form attached hereto as Exhibit A.

Section 2. This Resolution shall be effective immediately upon its adoption, and the Amended Investment Policy shall supersede any prior Statement of Investment Policy for the Authority, including the policy adopted by Resolution No. 310 of the Executive Committee of the Authority. The Board of Directors hereby revokes any prior delegation of investment authority, until such time as the Board may in its discretion take further action to delegate its investment authority pursuant to Government Code Section 53607.

**WE HEREBY CERTIFY** that the foregoing is a true and correct copy of the resolution adopted by the Board of Directors of the South Bay Regional Public Communications Authority in a meeting held on the 14th day of April, 2020 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

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Haidar Awad, Chair  
Board of Directors

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Erick B. Lee, Secretary  
Board of Directors

## Exhibit A

### South Bay Regional Public Communications Authority Amended Statement of Investment Policy (effective as of April 14, 2020)

#### **SECTION 1: PURPOSE**

The purpose of these investment policy guidelines is to identify various policies and procedures that enhance opportunities for a prudent and systematic investment process to maximize the use of idle cash in the Authority's treasury. The initial step toward a prudent investment policy is to organize and formalize investment-related activities. Related activities, which comprise good cash management, include accurate cash projection; the expeditious collection of revenue; the control of disbursements; cost-effective banking relationships and, if necessary, short-term borrowing programs pursuant to any applicable state law authority to coordinate working cash requirements; and investment opportunity. In concert with these requirements are the many facets of an appropriate and secure short-term investment program.

#### **SECTION 2: SCOPE**

The intent of this policy is to cover all short-term operating funds and investment activities of the Authority, except as otherwise described in subsections A, B, and C below.

A. Proceeds of Debt Issues. California Government Code Sections 53601 and 5922(d) authorize proceeds of bonds, certificates of participation, notes, and other debt issues to be invested in accordance with the documentation and statutes governing such debt. These statutory sections recognize the unique needs and objectives of such proceeds.

B. Deferred Compensation Plan. In addition to the types of investments authorized in California Government Code Sections 53601 and 53602, California Government Code Section 53609 authorizes deferred compensation funds (i.e., public pension or retirement funds) held by a public agency to be invested in a broad range of other investments, as follows: corporate stocks, bonds, and securities, mutual funds, savings and loan accounts, credit union accounts, life insurance policies, annuities, mortgages, deeds of trust, or other security interests in real or personal property. So long as the Deferred Compensation Plan of the Authority is managed by the California Public Employees' Retirement System under contract with the Authority, this policy does not apply to the Deferred Compensation Plan.

C. Section 115 Retiree Health Benefits Trust. California Government Code Section 53620 et seq. authorizes the Authority to invest funds designated for the payment of employee retiree health benefits in any form or type of investment deemed prudent by the Board of Directors, or by a designated officer to whom the Board of Directors has delegated investment authority with respect to funds intended for the payment of employee retiree health benefits, subject to the following duties:

1. Solely in the interest of, and for the exclusive purposes of providing benefits to, participants in the retiree health benefit plan, minimizing employer contributions thereto, and defraying reasonable expenses of administering the plan.

2. With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with these matters would use in the conduct of an enterprise of a like character and with like aims.

3. Shall diversify the investments of the funds so as to minimize the risk of loss and to maximize the rate of return, unless under the circumstances it is clearly prudent not to do so.

Accordingly, Section 6 (Investment Instruments) of this policy does not apply to any Section 115 Trust established by the Authority to fund the costs of retiree health benefits.

### **SECTION 3: OBJECTIVES**

A. Safety of principal is the foremost objective of the Authority, followed by liquidity, and yield. Each investment transaction shall seek to first ensure that capital losses are avoided, whether they are from securities, defaults, or erosion of market value.

B. Investment decisions should not incur unreasonable credit or market risks in order to obtain current investment income. "Credit risk," defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in only very safe securities and by diversifying the investment portfolio so that the failure of any one issuer would not unduly harm the Authority's cash flow.

"Market risk," defined as the risk of market value fluctuations due to overall changes in the general level of interest rates, shall be mitigated by structuring the portfolio so that securities mature at the same time that major cash outflows occur, thus eliminating the need to sell securities prior to their maturity. Market Risk shall also be mitigated by prohibiting the taking of short positions (selling securities that the Authority does not own). The Authority explicitly recognizes that in a diversified portfolio, occasional measured losses are inevitable and must be considered within the context of overall investment return.

C. The Authority's investment portfolio shall remain sufficiently liquid to enable the Authority to meet all operating requirements, which might be reasonably anticipated.

D. The investment portfolio shall be managed to attain a market average rate of return throughout budgetary and economic cycles, taking into account the Authority's investment risk constraints, cash flow requirements, and State and local laws, ordinances, or resolutions that restrict the placement of short-term funds.

E. The Authority shall not make investments for the purpose of trading or speculation as the dominant criterion.

F. The Authority shall adhere to the guidance provided by the "prudent investor standard" established by California Government Code Section 53600.3 and made

applicable to the Authority by Section 6509 of the California Government Code, which deems those persons investing public funds to be trustees and fiduciaries, and obligates a trustee and fiduciary of public funds to ensure that investments shall be made with the care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the local agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the local agency. This standard shall be applied in the context of managing an overall portfolio.

#### **SECTION 4: NO DELEGATION OF INVESTMENT AUTHORITY**

The Board of Directors retains the investment authority granted to it by California Government Code Section 53600 et seq. with respect to investment of surplus funds of the Authority. The Board of Directors shall vote upon and direct each investment, or an investment program, for surplus funds of the Authority until such time as the Board of Directors in its discretion may take further action to annually delegate its investment authority pursuant to California Government Code Section 53607.

If the Board of Directors establishes a Section 115 Trust to fund employee retiree health benefits, the Board of Directors shall vote upon and direct or select the investment program for such trust until such time as the Board of Directors in its discretion may take further action to delegate its investment authority pursuant to California Government Code Section 53621 with respect to the funds in any Section 115 Trust established by the Authority.

#### **SECTION 5: REPORTING**

A. Quarterly Investment Reports. The Authority's Finance & Performance Audit Manager shall prepare a quarterly investment report and submit it to the Executive Committee and the Board of Directors of the Authority. Schedules of the quarterly report shall itemize the quarter's investment activities' effect on portfolio value, both individually and by investment category. The quarterly investment report shall include the type of investment, issuer, date of maturity, and par and dollar amount invested on all securities, investments, and moneys held by the Authority; provided, for investments that have been placed in LAIF, the County Treasury Pool, or in FDIC-insured accounts, the most recent statements received by the Authority from these institutions may be provided in lieu of the foregoing information.

B. Statement of Investment Policy. From time to time as necessary or desirable, the Finance & Performance Audit Manager shall submit for consideration and approval by the Board of Directors proposed changes to the Investment Policy of the Authority. The Finance & Performance Audit Manager, along with the Executive Director, shall make all filings as required by the State of California.

## **SECTION 6: INVESTMENT INSTRUMENTS**

A. Authorized Investments. Authorized investments for the Authority are listed below and are subject to the restrictions and guidelines set forth in this policy. In any event, eligible instruments must be specifically authorized by California State laws, and to no greater an extent than authorized by those laws. Where this policy specifies a percentage limitation for a particular category of investment, that percentage is applicable only at the date of purchase.

Subject to the foregoing and the additional investment criteria specified below and in subsection C, investments may be made in the following instruments:

1. U.S. Treasuries. United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

2. U.S. Federal Agencies. Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by federal agencies or United States government-sponsored enterprises.

3. Non-negotiable Certificates of Deposit (CDs). Non-negotiable Certificates of Deposit or Time Deposits placed with state or federally chartered commercial banks and/or savings and loan associations. Amounts placed in non-negotiable CDs shall be insured by the Federal Deposit Insurance Corporation or, to the extent the amount exceeds the insured maximum, shall be collateralized per California law and as specified in subsection C.3 below.

4. Negotiable Certificates of Deposit (CDs). Negotiable Certificates of Deposits issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the California Financial Code), a state or federal credit union, or by a state-licensed branch of a foreign bank.

As provided in California Government Code Section 53601, investments in negotiable CDs are not subject to the collateralization requirements of California Government Code Section 53630 et seq. but may not exceed, as applicable, the shareholder's equity of the depository bank, the total of the net worth of the depository savings association (unless the deposit is federally-insured or collateralized per State law), or the total of the unimpaired capital and surplus of the credit union (unless the deposit is federally-insured or collateralized per State law).

5. Local Agency Investment Fund (LAIF). The State of California Local Agency Investment Fund (i.e., state investment pool) established by California Government Code Section 16429.1 in the custody of the State Treasurer.

6. Los Angeles County Treasury Pool. The Los Angeles County Treasury Pool (i.e. county investment pool) established pursuant to California Government Code Section 27130 et seq.



B. Prohibited Investments. Investments which the Authority specifically prohibits:

- Bond Funds
- Money Market Mutual Funds
- Reverse Repurchase Agreements
- Derivatives when possibility of returning no yield such as inverse floaters, range notes or non-Treasury interest-only strips

C. Additional Authority Investment Guidelines. Additional Authority investment guidelines are as follows:

1. Maximum Maturity. No investment shall be purchased which matures more than three years from the date of purchase without the prior approval of the Board of Directors.

2. Portfolio Concentration Limits. Of the total investment portfolio, no more of than the respective percentages specified below may be invested in the applicable categories of authorized investments, as follows:

U.S. Treasuries	No limit
U.S. Federal Agencies	33-1/3% maximum for each agency; 60% maximum overall
Non-Negotiable CDs	20% maximum
Negotiable CDs	20% maximum
LAIF	No limit
County Treasury Pool	50% maximum

3. Portfolio Diversification. Subject to Section 9 (Risk Tolerance), to reduce overall portfolio risk while attempting to attain market value rates of return consistent with the primary objectives of safety and availability of funds, investments shall be diversified across types of investments, maturities of those investments, and institutions in which those investments are made.

4. Collateralization of Deposits of Public Funds. Deposits of public funds shall be made only in qualified public depositories as established by State law (California Government Code Section 53630 et seq.). Deposits shall be insured by the Federal Deposit Insurance Corporation or, to the extent the amount exceeds the insured maximum, shall be collateralized in accordance with State law (California Government Code Section 53630 et seq.).

## **SECTION 7: RELATIONSHIPS WITH FINANCIAL INSTITUTIONS**

A. The Authority may only purchase authorized investments, not purchased directly from the issuer, from either an institution licensed by the State as a broker/dealer, from a national or state chartered bank, from a federal or state savings institution, from a brokerage firm designated as a primary government dealer by the Federal Reserve Bank, or a member of a federally regulated securities exchange. For clarification purposes,

investments in LAIF or the County Treasury Pool are considered to be purchased directly from the issuer.

B. All financial institutions with which the Authority conducts investment activities must agree in writing to undertake reasonable efforts to prevent illegal and/or imprudent transactions involving Authority funds. Should it come to the attention of the Authority Treasurer and/or the Finance & Performance Audit Manager that the Authority's funds have been involved in illegal and/or imprudent transactions, the Authority Treasurer and/or the Finance & Performance Audit Manager shall report this information to the Executive Committee and the Board of Directors of the Authority along with options for dealing with the situation.

C. Primary government securities dealers who report to the New York Federal Reserve are preferred for conducting transactions of all eligible securities other than non-negotiable certificates of deposit.

## **SECTION 8: INTERNAL CONTROLS**

A. Internal Controls. Internal controls shall be as follows:

1. Written confirmations or statements of account from the parties involved shall evidence all investments, maturities and sales.
2. Each certificate, security or safekeeping receipt shall be compared to a purchase order or log sheet to verify that the securities received are the same as those purchased.
3. Someone shall review all evidence of investment transactions (e.g., certificates, securities, safekeeping receipts, broker/dealer confirmations, statements, etc.) other than the person(s) responsible for making the investments.

B. Custody and safekeeping policies. Safekeeping policies for the custody of securities and other investments of the Authority shall be as follows:

1. Negotiable certificates and securities shall be held by a third-party custodian/safekeeping account in a manner that establishes the Authority's right of ownership. Eligible third-party custodians shall meet the requirements of California Government Code Section 53608 and include the following: a federal or state association (as defined in Section 5102 of the California Financial Code), a trust company or a state or national bank located within the State of California, or the Federal Reserve Bank of San Francisco or any branch thereof within the State of California.
2. Non-negotiable certificates of deposit may be stored in the Authority Treasurer's vault.
3. A broker/dealer shall never hold Authority investments.

## **SECTION 9: RISK TOLERANCE**

The Authority recognizes that investment risks can result from issuer defaults, market price changes, or various technical complications leading to temporary illiquidity. In general, portfolio diversification is employed as a way to control risk, unless under the circumstances and guided by the “prudent investor standard” described in Section 3.F, it is reasonably prudent not to do so. Investment managers are expected to display prudence in the selection of securities as a way to minimize default risk.

No individual investment transaction shall be undertaken which jeopardizes the total capital position of the overall portfolio. The Authority Treasurer and/or the Finance & Performance Audit Manager shall periodically establish guidelines and strategies to control risks of default, market price changes, and illiquidity. All investment reports shall specifically address whether current investment results have been affected by any of the foregoing risks, and shall explain what actions investment officials have taken to control or correct for such risks.

## **SECTION 10: INDEMNIFICATION OF INVESTMENT OFFICIALS**

Any investment officer exercising his or her authority with due diligence and prudence, and in accordance with the Authority’s Investment Policy, shall not be held personally liable for any individual investment losses or for total portfolio losses.

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Attachment 2

## **LAIF Information**

### **Program Description**

The Local Agency Investment Fund (LAIF), a voluntary program created by statute, began in 1977 as an investment alternative for California's local governments and special districts and it continues today under Treasurer Fiona Ma's administration. The enabling legislation for the LAIF is Section 16429.1 et seq. of the California Government Code.

This program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer.

The LAIF is part of the Pooled Money Investment Account (PMIA). The PMIA began in 1955 and oversight is provided by the Pooled Money Investment Board (PMIB) and an in-house Investment Committee. The PMIB members are the State Treasurer, Director of Finance, and State Controller.

The Local Investment Advisory Board (LIAB) provides oversight for LAIF. The Board consists of five members as designated by statute. The State Treasurer, as Chair, or her designated representative, appoints two members qualified by training and experience in the field of investment or finance, and two members who are treasurers, finance or fiscal officers or business managers employed by any county, city or local district or municipal corporation of this state. The term of each appointment is two years or at the pleasure of the Treasurer.

All securities are purchased under the authority of Government Code Section 16430 and 16480.4. The State Treasurer's Office takes delivery of all securities purchased on a delivery versus payment basis using a third party custodian. All investments are purchased at market and a market valuation is conducted monthly.

Additionally, the PMIA has Policies, Goals and Objectives for the portfolio to make certain that our goals of Safety, Liquidity and Yield are not jeopardized and that prudent management prevails. These policies are formulated by Investment Division staff and reviewed by both the PMIB and the LIAB on an annual basis.

The State Treasurer's Office is audited by the Bureau of State Audits on an annual basis and the resulting opinion is posted to the State Treasurer's Office website following its publication. The Bureau of State Audits also has a continuing audit process throughout the year. All investments and LAIF claims are audited on a daily basis by the State Controller's Office as well as an internal audit process.

Under Federal Law, the State of California cannot declare bankruptcy, thereby allowing the Government Code Section 16429.3 to stand. This Section states that "moneys placed with the Treasurer for deposit in the LAIF by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency."

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. This Section states that "the right of a city, county, city and county, special

district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

The LAIF has grown from 293 participants and \$468 million in 1977 to 2,368 participants and \$28.7 billion at the end of February 2020.

### **Procedures for LAIF Transactions**

- Office hours: Monday – Friday, 7:30 am to 4:00 pm
- LAIF Online hours: Monday – Friday, 7:00 am to 7:00 pm
- Prior to the transfer of funds, an authorized person must initiate a transaction with LAIF
- Deposit transfers from your bank should be received on the effective date of the transaction
- Same day transactions must be initiated by 10:00 am
- Transactions received after 10:00 am will be scheduled for the next business day or up to 10 calendar days in advance
- Please provide LAIF one day prior notice for withdrawals of \$10 million or more
- Minimum \$5,000 transaction amount in increments of \$1,000
- Maximum 15 transactions (combination of deposits and withdrawals) per month

### **Average Annual Yields**

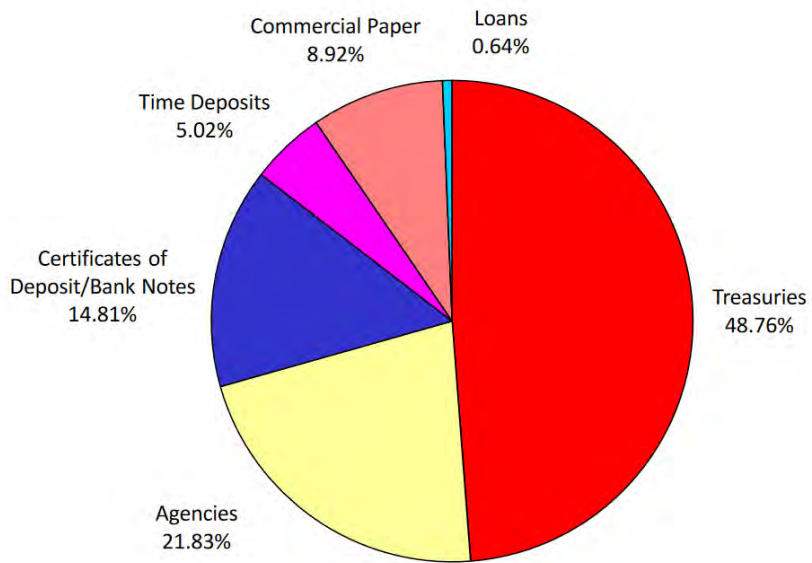
Fiscal Year	Rates
71/72	4.880
72/73	5.550
73/74	8.970
74/75	8.620
75/76	6.370
76/77	5.870
77/78	6.700
78/79	8.520
79/80	10.540
80/81	10.780
81/82	12.070
82/83	10.450
83/84	10.408
84/85	10.715
85/86	9.081
86/87	7.435

Fiscal Year	Rates
87/88	7.874
88/89	8.669
89/90	8.655
90/91	8.013
91/92	6.196
92/93	4.707
93/94	4.387
94/95	5.532
95/96	5.706
96/97	5.599
97/98	5.699
98/99	5.344
99/00	5.708
00/01	6.104
01/02	3.445
02/03	2.152

Fiscal Year	Rates
03/04	1.532
04/05	2.256
05/06	3.873
06/07	5.121
07/08	4.325
08/09	2.224
09/10	0.651
10/11	0.495
11/12	0.382
12/13	0.307
13/14	0.249
14/15	0.269
15/16	0.434
16/17	0.754
17/18	1.376
18/19	2.266

## Portfolio Composition

### **Pooled Money Investment Account Portfolio Composition <sup>(1)</sup> 02/29/20 \$97.5 billion**



Percentages may not total 100% due to rounding

## **Pooled Money Investment Account Statutes**

### **California Government Code Section 16430**

Eligible securities for the investment of surplus moneys shall be any of the following:

- a. Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- b. Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.
- c. Bonds, notes, and warrants of this state, or those for which the faith and credit of this state are pledged for the payment of principal and interest.
- d. Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the state, municipal utility district, or school district of this state.
- e. Any of the following:
  1. Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended (12 U.S.C. Sec. 2001 et seq.).
  2. Debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended (12 U.S.C. Sec. 2001 et seq.).
  3. Bonds or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act (12 U.S.C. Sec. 1421 et seq.).
  4. Stocks, bonds, debentures, and other obligations of the Federal National Mortgage Association established under the National Housing Act, as amended (12 U.S.C. Sec. 1701 et seq.).
  5. Bonds of any federal home loan bank established under that act.
  6. Obligations of the Federal Home Loan Mortgage Corporation.
  7. Bonds, notes, and other obligations issued by the Tennessee Valley Authority under the Tennessee Valley Authority Act, as amended (16 U.S.C. Sec. 831 et seq.).
  8. Other obligations guaranteed by the Commodity Credit Corporation for the export of California agricultural products under the Commodity Credit Corporation Charter Act, as amended (15 U.S.C. Sec. 714 et seq.).
  9. Commercial paper of "prime" quality as defined by a nationally recognized organization that rates these securities, if the commercial paper is issued by a federally or state-chartered bank or a state-licensed branch of a foreign bank, corporation, trust, or limited liability company that is approved by the Pooled Money Investment Board as meeting the conditions specified in either subparagraph (A) or subparagraph (B):
    - A. Both of the following conditions:
      - i. Organized and operating within the United States.
      - ii. Having total assets in excess of five hundred million dollars (\$500,000,000).



- B. Both of the following conditions:
    - i. Organized within the United States as a federally or state-chartered bank or state-licensed branch of a foreign bank, special purpose corporation, trust, or limited liability company.
    - ii. Having programwide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond.
10. A purchase of eligible commercial paper may not do any of the following:
- A. Exceed 270 days maturity.
  - B. Represent more than 10 percent of the outstanding paper of an issuing federally or state-chartered bank or state-licensed branch of a foreign bank, corporation, trust, or limited liability company.
  - C. Exceed 30 percent of the resources of an investment program.
11. At the request of the Pooled Money Investment Board, an investment made pursuant to this subdivision shall be secured by the issuer by depositing with the Treasurer securities authorized by Section 53651 of a market value at least 10 percent in excess of the amount of the state's investment.
- f. 1. Commercial paper of "prime" quality as defined by a nationally recognized organization that rates these securities, if the commercial paper is issued by a federally or state-chartered bank or a state-licensed branch of a foreign bank, corporation, trust, or limited liability company that is approved by the Pooled Money Investment Board as meeting the conditions specified in either subparagraph (A) or subparagraph (B):
- A. Both of the following conditions:
    - i. Organized and operating within the United States.
    - ii. Having total assets in excess of five hundred million dollars (\$500,000,000).
  - B. Both of the following conditions:
    - i. Organized within the United States as a federally or state-chartered bank or state-licensed branch of a foreign bank, special purpose corporation, trust, or limited liability company.
    - ii. Having programwide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond.
2. A purchase of eligible commercial paper may not do any of the following:
- A. Exceed 270 days maturity.
  - B. Represent more than 10 percent of the outstanding paper of an issuing federally or state-chartered bank or state-licensed branch of a foreign bank, corporation, trust, or limited liability company.
  - C. Exceed 30 percent of the resources of an investment program.
3. At the request of the Pooled Money Investment Board, an investment made pursuant to this subdivision shall be secured by the issuer by depositing with the Treasurer securities

authorized by Section 53651 of a market value at least 10 percent in excess of the amount of the state's investment.

- g. Bills of exchange or time drafts drawn on and accepted by a commercial bank, otherwise known as bankers acceptances, that are eligible for purchase by the Federal Reserve System.
- h. Negotiable certificates of deposits issued by a federally or state-chartered bank or savings and loan association, a state-licensed branch of a foreign bank, or a federally or state-chartered credit union. For the purposes of this section, negotiable certificates of deposits are not subject to Chapter 4 (commencing with Section 16500) and Chapter 4.5 (commencing with Section 16600).
- i. The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.
- j. Bank loans and obligations guaranteed by the Export-Import Bank of the United States.
- k. Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. Sec. 1001 and following) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. Sec. 1087-2).
- l. Obligations issued, assumed, or guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the International Finance Corporation, or the Government Development Bank of Puerto Rico.
- m. Bonds, debentures, and notes issued by corporations organized and operating within the United States. Securities eligible for investment under this subdivision shall be within the top three ratings of a nationally recognized rating service.
- n. Negotiable Order of Withdrawal Accounts (NOW Accounts), invested in accordance with Chapter 4 (commencing with Section 16500).

**California Government Code Section 16480.4**

- a. Amounts available for investment under this article may be invested and reinvested by the State Treasurer in any securities described in Sections 16430 of this code or in loans to the General Fund as provided in Section 16310 of this code. Such securities may be sold by the State Treasurer or exchanged by him for other securities of the kind authorized to be purchased hereunder, if, in his discretion, such sale or exchange appears to be in the best interests of the state. The State Treasurer may enter into repurchase agreements or reverse repurchase agreements of any securities described in Section 16430.
- b. The State Treasurer may hire or engage the services of an investment analyst to assist in such investment decisions.
- c. For purposes of this section, the term "repurchase agreement" means a purchase of securities by the State Treasurer pursuant to an agreement by which the seller will repurchase such securities on or before a specified date and for a specified amount.
- d. For purposes of this section, the term "reverse repurchase agreement" means a sale of securities by the State Treasurer pursuant to an agreement by which the State Treasurer will repurchase such securities on or before a specified date and for a specified amount.

## Historical Rates and Fees

### LAIF Quarterly Apportionment Rates

	March	June	September	December
1977	5.68	5.78	5.84	6.45
1978	6.97	7.35	7.86	8.32
1979	8.81	9.10	9.26	10.06
1980	11.11	11.54	10.01	10.47
1981	11.23	11.68	12.40	11.91
1982	11.82	11.99	11.74	10.71
1983	9.87	9.64	10.04	10.18
1984	10.32	10.88	11.53	11.41
1985	10.32	9.98	9.54	9.43
1986	9.09	8.39	7.81	7.48
1987	7.24	7.21	7.54	7.97
1988	8.01	7.87	8.20	8.45
1989	8.76	9.13	8.87	8.68
1990	8.52	8.50	8.39	8.27
1991	7.97	7.38	7.00	6.52
1992	5.87	5.45	4.97	4.67
1993	4.64	4.51	4.44	4.36
1994	4.25	4.45	4.96	5.37
1995	5.76	5.98	5.89	5.76
1996	5.62	5.52	5.57	5.58
1997	5.56	5.63	5.68	5.71
1998	5.70	5.66	5.64	5.46
1999	5.19	5.08	5.21	5.49
2000	5.80	6.18	6.47	6.52
2001	6.16	5.32	4.47	3.52
2002	2.96	2.75	2.63	2.31
2003	1.98	1.77	1.63	1.56
2004	1.47	1.44	1.67	2.00
2005	2.38	2.85	3.18	3.63
2006	4.03	4.53	4.93	5.11
2007	5.17	5.23	5.24	4.96
2008	4.18	3.11	2.77	2.54
2009	1.91	1.51	0.90	0.60
2010	0.56	0.56	0.51	0.46
2011	0.51	0.48	0.38	0.38
2012	0.38	0.36	0.35	0.32
2013	0.28	0.24	0.26	0.26
2014	0.23	0.22	0.24	0.25
2015	0.26	0.28	0.32	0.37
2016	0.46	0.55	0.60	0.68
2017	0.78	0.92	1.07	1.20
2018	1.51	1.90	2.16	2.40
2019	2.55	2.57	2.45	2.29

## Administrative Costs

Quarter Ending	Percentage of Earnings (Cost) <sup>1</sup>	Equivalent Basis Point Value <sup>2</sup>
12/31/07	0.17	0.8
03/31/08	0.18	0.7
06/30/08	0.22	0.7
09/30/08	0.27	0.8
12/31/08	0.33	0.8
03/31/09	0.40	0.8
06/30/09	0.30	0.5
09/30/09	0.50	0.4
12/31/09	0.50	0.3
03/31/10	0.50	0.3
06/30/10	0.49	0.3
09/30/10	0.50	0.3
12/31/10	2.09	1.0
03/31/11	1.84	1.0
06/30/11	1.19	0.6
09/30/11	2.01	0.8
12/31/11	1.97	0.8
03/31/12	2.00	0.8
06/30/12	1.51	0.5
09/30/12	2.34	0.8
12/31/12	2.45	0.8
03/31/13	2.71	0.8
06/30/13	2.87	0.7
09/30/13	3.21	0.9
12/31/13	3.27	0.9

Quarter Ending	Percentage of Earnings (Cost) <sup>1</sup>	Equivalent Basis Point Value <sup>2</sup>
03/31/14	3.43	0.8
06/30/14	3.57	0.8
09/30/14	3.27	0.8
12/31/14	3.44	0.9
03/31/15	3.22	0.9
06/30/15	2.48	0.7
09/30/15	2.61	0.9
12/31/15	2.31	0.9
03/31/16	1.75	0.8
06/30/16	0.85	0.5
09/30/16	1.31	0.8
12/31/16	1.21	0.8
03/31/17	0.92	0.7
06/30/17	0.59	0.5
09/30/17	0.68	0.7
12/31/17	0.64	0.8
03/31/18	0.61	0.9
06/30/18	0.54	0.9
09/30/18	0.44	0.9
12/31/18	0.41	0.9
03/31/19	0.36	0.9
06/30/19	0.33	0.8
09/30/19	0.34	0.8
12/31/19	0.35	0.8

The law provides that administrative costs are not to exceed 5% of quarterly EARNINGS of the fund. However, if the 13-week Daily Treasury Bill Rate on the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly EARNINGS of the fund for the subsequent fiscal year.

<sup>1</sup> The percentage of administrative cost equals the total administrative cost divided by the quarterly interest earnings

<sup>2</sup> The equivalent basis point value equals the gross quarterly yield minus the net quarterly yield

D-10



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM NUMBER:** D-10

**TO:** Board of Directors

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

**SUBJECT:** APPROPRIATION OF \$120,000 TO FUND ADDITIONAL TECHNICAL SERVICES DIVISION PURCHASES TO UPFIT PUBLIC SAFETY VEHICLES

**ATTACHMENT:** None

### **RECOMMENDATION**

Staff recommends that the Board of Directors appropriate \$120,000 to fund additional Technical Services Division purchases to upfit public safety vehicles as follows:

<b>FROM</b>	<b>TO</b>
Fund 10 Enterprise Fund	Fund 10 Enterprise Fund
Fund Balance	Parts – Billing
Account #10-1010	Account #70-311-5514
\$120,000	\$120,000

### **DISCUSSION**

The 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. Work orders are completed in accordance with specifications provided by each of the Authority's member and contract cities. Upon completion of the work, each city is billed for the actual costs associated with the supplies and equipment purchased by the Authority to fulfill the work order. Due to the high volume of orders placed each year, the Authority is an authorized distributor for many of the vendors utilized and receives discounts ranging from 10% to 47% on many of its purchases. Such discounts are passed along to member and contract cities alike.

Based on workload projections for the remainder of the year, staff anticipates that the Fiscal Year 2019-2020 budget of \$597,308 for these purchases is insufficient and will be exhausted prior to the end of the fiscal year. In order to ensure the vehicle upfitting work requested by the Authority's six (6) police departments and three (3) fire departments continues without interruption through the end of the year, additional funds are needed.

### **FISCAL IMPACT**

An appropriation of \$120,000 is needed. All costs associated with the upfitting of vehicles are 100% reimbursable by the member or contract agencies requesting these services.

E-1

**MINUTES OF SPECIAL JOINT MEETING OF  
THE BOARD OF DIRECTORS,  
THE EXECUTIVE COMMITTEE AND USER COMMITTEE**

**MARCH 17, 2020**

**A. CALL TO ORDER**

The Board of Directors, Executive Committee and User Committee convened in a special joint session at 2:03PM on March 17, 2020 by teleconference and in the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

**B. ROLL CALL BY EXECUTIVE DIRECTOR**

Present: Councilmember Haidar Awad, City of Hawthorne  
Councilmember Rodney Tanaka, City of Gardena  
Councilmember Hildy Stern, City of Manhattan Beach  
City Manager Bruce Moe, City of Manhattan Beach  
City Manager Clint Osorio, City of Gardena  
Chief Mike Ishii, Hawthorne Police Department (Alternate for Mr. Shadbehr)  
Chief Derrick Abell, Manhattan Beach Police Department  
Chief Daryn Drum, Manhattan Beach Fire Department

Absent: Chief Mike Saffell, Gardena Police Department

Also Present: Chief Bill Whalen, El Segundo Police Department  
Interim Chief Michael McCrary, Hermosa Beach Police Department  
Lieutenant Landon Phillips, Hermosa Beach Police Department  
Lieutenant Brandon Vanscoy, Culver City Police Department  
Executive Director Erick B. Lee  
Operations Manager Shannon Kauffman  
Administrative Services Manager John Krok  
Finance and Performance Audit Manager Vanessa Alfaro  
Jennifer Petrusis, Richards Watson Gershon  
Diana Chuang Richards Watson Gershon  
Kelsey Laurent, Mark43  
Matt Portanova, Mark43  
Matt Neal, Mark43

**C. PUBLIC DISCUSSION**

None.

**D. GENERAL BUSINESS**

1. Resolution of the Board of Directors Appointing Standby Officers for the Position of Executive Director  
**MOTION:** Councilmember Tanaka moved to approve the Resolution. The motion was seconded by Councilmember Stern and passed by unanimous voice vote.
2. Continuity of Operations Discussion  
There was discussion about screening calls for Fire and Police to ensure HIPAA requirements were not violated. Councilmember Tanaka inquired after government aid to recoup some of unexpected costs. Executive Director Lee indicated the need for emergency proclamation and would need to work with FEMA and the owners' cities.



**E. BOARD OF DIRECTORS, EXECUTIVE AND USER COMMITTEES' COMMENTS**

None.

**F. BOARD OF DIRECTORS AND EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

The item in closed session was not considered.

1. THREAT TO PUBLIC SERVICES OR FACILITIES  
Pursuant to Government Code Section 54957(a)

The Board of Directors and Executive Committee will conduct a closed session with General Counsel on a matter posing a threat to the public's right of access to public services or public facilities related to COVID-19.

**G. ADJOURNMENT**

The meeting adjourned at 2:18PM.

E-2

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

**MARCH 17, 2020**

**A. CALL TO ORDER**

The Executive and User Committees convened in a regular joint session at 2:19PM on March 17, 2020 by teleconference and in the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

**B. ROLL CALL BY EXECUTIVE DIRECTOR**

Present: Councilmember Haidar Awad, City of Hawthorne  
Councilmember Rodney Tanaka, City of Gardena (via teleconference)  
Councilmember Hildy Stern, City of Manhattan Beach (via teleconference)  
City Manager Bruce Moe, City of Manhattan Beach (via teleconference)  
City Manager Clint Osorio, City of Gardena (via teleconference)  
Chief Mike Ishii, Hawthorne Police Department (Alternate for Mr. Shadbehr) (via teleconference)  
Chief Derrick Abell, Manhattan Beach Police Department (via teleconference)  
Chief Daryn Drum, Manhattan Beach Fire Department (via teleconference)

Absent: Chief Mike Saffell, Gardena Police Department

Also Present: Chief Bill Whalen, El Segundo Police Department (via teleconference)  
Interim Chief Michael McCrary, Hermosa Beach Police Department  
Lieutenant Landon Phillips, Hermosa Beach Police Department  
Lieutenant Brandon Vanscoy, Culver City Police Department (via teleconference)  
Executive Director Erick B. Lee  
Operations Manager Shannon Kauffman  
Administrative Services Manager John Krok  
Finance and Performance Audit Manager Vanessa Alfaro  
Jennifer Petrusis, Richards Watson Gershon  
Diana Chuang Richards Watson Gershon (via teleconference)  
Kelsey Laurent, Mark43 (via teleconference)  
Matt Portanova, Mark43 (via teleconference)  
Matt Neal, Mark43 (via teleconference)

**C. PUBLIC DISCUSSION**

None.

**D. BOARD OF DIRECTORS GENERAL BUSINESS**

1. Minutes from January 21, 2020

**MOTION:** Councilmember Tanaka moved to approve the minutes from January 21, 2020. The motion was seconded by Councilmember Awad and passed by unanimous voice vote.

2. Resolution Adopting the Budget for Fiscal Year 2020-2021

Executive Director Lee presented the Fiscal Year 2020-20201 recommended budget.

**MOTION:** Councilmember Tanaka moved to approve the Resolution Adopting the Budget for Fiscal year 2020-2021. The motion was seconded by Councilmember Stern and passed by unanimous voice vote.

3. Special Meeting Dates for 2020

The Board of Directors and Executive Committee established Special Meetings dates of April 14 and September 8, 2020. The regular meeting dates of April 21 and September 15, 2020 will be canceled.

E. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

**MOTION:** Chief Ishii moved to approve the Consent Calendar, Item Numbers 1-4. The motion was seconded by City Manager Osorio and passed by unanimous voice vote.

1. Minutes of the Regular Meeting from February 18, 2020

**APPROVE**

2. Check Register and Budget Transfers – February 2020

**ACCEPT AND APPROVE**

3. Resolution Approving an Amended Position Classification Plan to Facilitate the Administration of Personnel and Repealing Resolution No. 320 and all Amendments thereof

**ACCEPT AND APPROVE**

4. Appropriation of \$25,000 to Fund Services Related to the Phase Two Feasibility Study for the City of Palos Verdes Estates

**APPROVE**

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

None.

G. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Fiscal Year 2018-2019 Annual Financial Report

Executive Director Lee presented the Audited Financial Statements for the Fiscal Year ended June 30, 2019. City Manager Osorio moved to receive and file the report. The motion was seconded by Chief Ishii and was passed by unanimous voice vote.

2. Single Audit and Independent Auditors' Reports for the Year Ended June 30, 2019

Executive Director Lee presented the Single Audit and Independent Auditor's Reports for the year ended June 30, 2019.

**MOTION:** Chief Ishii moved to receive and file the report. The motion was seconded by City Manager Osorio and passed by unanimous voice vote.

3. Proposed Second Amended and Restated Joint Powers Agreement;  
And Proposed Amendment to By-Laws

Executive Director Lee presented the proposed Second Amended and Restated Joint Powers Agreement and proposed amendments to the By-Laws. City Manager Moe recommended that the Treasurer be the City Treasurer of Manhattan Beach. Chief Ishii recommended that the City of Hawthorne be the city in which the Authority is restricted in the exercise of its powers in the same manners as one of its member cities. The Executive Committee directed staff to prepare the appropriate documents for the Board of Directors to consider the Second Amended Joint Powers Agreement and Amendment to By-Laws at a future meeting.

4. Update on Computer Aided Dispatch System Project with Mark43

Executive Director Lee provided an update on the Computer Aided Dispatch System Project with Mark43 representatives, Matt Neal, Kelsey Laurent, and Matt Portanova on the call. On March 24, 2020, staff will provide an update to the Authority's three (3) Fire Chiefs. Based on the outcome of that meeting, staff anticipates beginning to work with Authority's General Counsel and the project consultant (Cit-Com) to develop a new agreement with Mark43 for the development and implementation of the CAD system. This agreement is anticipated to be submitted for the Executive Committee's approval in May or June of 2020.

**MOTION:** City Manager Osorio moved to receive and file the update. The motion was seconded by Chief Ishii and passed by unanimous voice vote.

5. **Proposed Catastrophic Leave Policy**

Executive Director Lee presented the proposed policy. Members of the Executive Committee directed staff to present this policy for approval by the Board of Directors as soon as possible. Chief Ishii and City Manager Osorio also requested that General Counsel advise if the Board of Directors could consider this policy during this joint meeting. General Counsel advised that the Board of Directors could consider this item under Government Code Section 54954.2 and explained the process for consideration.

**MOTION #1:** Councilmember Tanaka moved to determine that there is a need to take immediate action on an item related to the Authority's workforce and that the need for this action came to the attention of the Authority subsequent to the agenda of this meeting being posted as specified in Government Code Section 54954.2 (a). The motion was seconded by Councilmember Stern and passed by unanimous voice vote.

**MOTION #2:** Councilmember Awad moved to approve a resolution adopting the proposed Catastrophic Leave Policy. The motion was seconded by Councilmember Tanaka and passed by unanimous voice vote.

H. **USER COMMITTEE GENERAL BUSINESS**

1. Minutes from Regular Meeting – February 18, 2020

**MOTION:** Chief Abell moved to approve the minutes. The motion was seconded by Chief Drum and passed by unanimous voice vote.

2. Staffing Contingency Plan

This item was not considered by the Committee.

I. **EXECUTIVE DIRECTOR'S REPORT**

Executive Director Lee provided updates on recruitment, the Manhattan Beach Water Tower Radio Site, and the recent UASI Grant Monitoring Visit by the City of Los Angeles.

J. **BOARD OF DIRECTORS, EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

None.

K. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

At 3:04PM, the Executive Committee entered into a closed session to discuss the following items.

1. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Liebert Cassidy Whitmore & Executive Director  
**Employee Organization: Teamsters Local 911**

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Liebert Cassidy Whitmore & Executive Director  
**Employee Organization: Communication Workers of America**

3. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Liebert Cassidy Whitmore & Executive Director  
**Employee Organization: Management and Confidential Employees**

The meeting returned to open session at 3:12PM with no action taken in closed session.

L. **ADJOURNMENT**

The meeting adjourned at 3:12PM.

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E-3



## Check Register FY 2019-20

March 2020

<u>Accounts Payable Check Issued Date</u>	<u>Total Check Amount</u>	<u>Notes</u>
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March 6, 2020	\$180,424.50	
March 13, 2020	\$186,191.37	
March 20, 2020	\$126,363.35	
March 27, 2020	<u>\$117,927.56</u>	

Accounts Payable Total	\$610,906.78	
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### Payroll Checks Issued Date

March 13, 2020	\$186,853.06	
March 27, 2020	<u>\$182,877.63</u>	

Payroll Total	\$369,730.69	
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Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1731	3/6/2020	00031	EMPLOYMENT DEVELOPMENT	1/29/2020	Q4 UNEMPLOYMENT INSURANCE	2,912.00	2,912.00
1732	3/6/2020	00012	CALIFORNIA WATER SERVICE	2/18/2020	WATER SERVICE HQ 1/16/20-	260.64	
			5550731926	2/28/2020	FIRE PROTECTION SRVC 3/1-	81.08	341.72
1733	3/6/2020	00069	SOUTHERN CALIFORNIA EDISON	2/19/2020	ELECTRICITY SERVICE	7,671.47	
			2-03-672-6511	2/20/2020	ELEC SRVC PUNTA 1/21/20-2/	595.99	8,267.46
54874	3/6/2020	00867	& INVESTIGATION SERVICES,	2/17/2020	PRE-EMPLOYMENT POLYGRAPH	225.00	225.00
54875	3/6/2020	00491	ACCELE ELECTRONICS, INC.	2/25/2020	BILLABLE PARTS	345.69	
			773089	2/20/2020	BILLABLE PARTS	77.55	423.24
54876	3/6/2020	00014	CDW GOVERNMENT, INC.	2/29/2020	BILLABLE PARTS	1,863.23	
			WXM8964	2/21/2020	BILLABLE PARTS	1,626.19	
			XBN0077	2/29/2020	BILLABLE PARTS	931.61	
			WZG7770	2/25/2020	BILLABLE PARTS	413.44	
			WWM8905	2/19/2020	BILLABLE PARTS	319.71	5,154.18
54877	3/6/2020	00017	CHEM PRO LABORATORY, INC.	2/23/2020	HQ MAINTENANCE	86.50	86.50
54878	3/6/2020	00015	CHEVRON AND TEXACO	2/21/2020	FLEET: 1/24/20-2/23/20	166.37	166.37
54879	3/6/2020	00019	CINTAS CORPORATION #427	2/21/2020	CLEANING SERVICES FOR F'	109.32	109.32
54880	3/6/2020	00225	COMMLINE INC	2/28/2020	OUTSIDE TECH SVC-TOWER	15,000.00	
			0203994-IN	2/27/2020	OUTSIDE TECH SVC-TOWER	4,498.20	19,498.20
54881	3/6/2020	00008	FEDERAL SIGNAL CORP	2/28/2020	BILLABLE PARTS	6,766.12	
			7427313	2/26/2020	BILLABLE PARTS	3,244.50	
			7426136	2/25/2020	BILLABLE PARTS	1,699.20	
			7429879	2/28/2020	BILLABLE PARTS	258.72	11,968.54
54882	3/6/2020	00181	GARDENA, CITY OF	6/30/2019	911 PHONE LINE SERVICE CH	1,291.20	1,291.20
54883	3/6/2020	00322	GEOSPATIAL TECHNOLOGIES	2/28/2020	SOFTWARE MAINTENANCE F	13,173.00	13,173.00
54884	3/6/2020	00027	HAVIS INC.	2/26/2020	BILLABLE PARTS	4,275.73	
			IN616989	2/18/2020	BILLABLE PARTS	2,206.22	6,481.95
54885	3/6/2020	00148	HAWTHORNE, CITY OF	2/14/2020	COMP COMPUTER SERVICES	231.00	231.00
54886	3/6/2020	00880	JUAN CHAVEZ LANDSCAPING	2/26/2020	HQ FACILITY LANDSCAPE SE	450.00	450.00
54887	3/6/2020	00442	LAWSON PRODUCTS, INC.	2/13/2020	BILLABLE PARTS	504.20	
			9307389802	2/14/2020	BILLABLE PARTS	11.95	516.15
54888	3/6/2020	00087	LIEBERT CASSIDY & WHITMO	1/31/2020	LEGAL SERVICES FOR FY18-	47,679.00	
			1493296	1/31/2020	LEGAL SERVICES AGREEMENT	2,622.00	
			1493295	1/31/2020	LEGAL SERVICES AGREEMENT	320.00	50,621.00
54889	3/6/2020	00671	MARC R. COHEN, MD	2/29/2020	MEDICAL DIRECTOR SVCS	5,083.33	5,083.33

Bank : union UNION BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
54890	3/6/2020	00331	MITSUBISHI ELECTRIC INC 369893	3/1/2020	ANNUAL MAINTENANCE FOR	677.04	677.04	
54891	3/6/2020	00819	OCCUPATIONAL HEALTH CEN67062691	2/5/2020	PRE-EMPLOYMENT MEDICA	716.00	716.00	
54892	3/6/2020	00411	PITNEY BOWES 3103784738	2/28/2020	POSTAGE METER	180.91	180.91	
54893	3/6/2020	00580	PUN GROUP, LLP, THE 112380	12/31/2019	PROFESSIONAL AUDIT SERV	2,000.00	2,000.00	
54894	3/6/2020	00142	PVP COMMUNICATIONS INC 126793	11/26/2019	INSTALLATION OF NEW APX :	11,935.05		
			127204	2/26/2020	INSTALLATION OF NEW APX :	6,765.93	18,700.98	
54895	3/6/2020	00818	RICHARDS,WATSON & GERSH225604	2/25/2020	GENERAL COUNSEL AND LEG	6,192.00	6,192.00	
54896	3/6/2020	00157	SECURE IDLE INC 11073	2/17/2020	VEHICLE OUTFITTING PARTS	111.57	111.57	
54897	3/6/2020	00145	SETINA MFG CO INC 199654	2/25/2020	BILLABLE PARTS	3,701.18	3,701.18	
54898	3/6/2020	00803	SPARKLETTS 18193479 02212	2/21/2020	WATER FILTRATION SYSTEM	40.00	40.00	
54899	3/6/2020	00302	SPRINT 155018370-101	2/29/2020	DAC CHARGES/1-26 TO 2-25-	4,245.80		
			107177860-106	2/27/2020	WIRELESS MODEMS/1-24 TO	85.98	4,331.78	
54900	3/6/2020	00815	SUN WIRELESS 20104	1/7/2020	GARDENA PD TO PUNTA - LIM	1,094.03	1,094.03	
54901	3/6/2020	00036	TALLEY INCORPORATED 10356484	2/20/2020	BILLABLE PARTS	840.16	840.16	
54902	3/6/2020	00711	TROY SHEET METAL WORKS,26154	2/7/2020	VEHICLE OUTFITTING PARTS	1,269.55	1,269.55	
54903	3/6/2020	00775	USA FORKLIFT REPAIR 5708	2/27/2020	FORKLIFT REPAIR	270.56	270.56	
54904	3/6/2020	00171	VERIZON WIRELESS 9849061473	2/23/2020	GPD DAC CHARGES/ 1/24/20-	2,687.49		
			9848984589	2/23/2020	MODEM SVC. MBPD/ 1/24/20-	912.74		
			9848647128	2/18/2020	CELL PH. CHGS: 1/19/20-2/18,	221.16		
			9848984590	2/23/2020	MODEM SVC. MBPD/ 2/24/20-	38.01	3,859.40	
54905	3/6/2020	00063	WHELEN ENGINEERING CO., 687441	2/27/2020	BILLABLE PARTS	141.56		
			687534	2/27/2020	BILLABLE PARTS	522.59		
			686848	2/27/2020	BILLABLE PARTS	332.07	996.22	
54906	3/6/2020	00067	XCEL MECHANICAL SYSTEMS21372	1/16/2020	AC COMPRESSOR REPAIR	4,790.00		
			21287	12/19/2019	LABOR & MATERIAL FOR SMO	1,318.00		
			21288	12/19/2019	CU-1 CONDENSER FAN MOTI	1,238.00	7,346.00	
54907	3/6/2020	00735	XEROX FINANCIAL SERVICES1979818	2/9/2020	MONTHLY LEASE E2B666894	1,096.96	1,096.96	
Sub total for UNION BANK:							180,424.50	

Bank : union UNION BANK

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
20095	3/13/2020	00219	INTERNAL REVENUE SERVICE	Ben29431	3/13/2020	FEDERAL WITHHOLDING TAX	44,306.38	44,306.38
20096	3/13/2020	00223	EMPLOYMENT DEVEL DEPT	Ben29435	3/13/2020	STATE DISABILITY INSURANC	16,917.45	16,917.45
20097	3/13/2020	00222	STATE DISBURSEMENT UNIT	Ben29439	3/13/2020	SUPPORT: PAYMENT	184.62	184.62
20098	3/13/2020	00058	CALPERS	Ben29433	3/13/2020	PERS RETIREMENT: PAYMEN	37,673.91	37,673.91
20099	3/13/2020	00221	ICMA RETIREMENT TRUST	Ben29437	3/13/2020	DEFERRED COMPENSATION	16,455.50	16,455.50
20100	3/11/2020	00058	CALPERS	1000000159569	2/14/2020	HEALTH PREMIUMS - MARCH	61,747.44	61,747.44
20101	3/5/2020	00696	GUARDIAN	533654-03	2/20/2020	GUARDIAN - DENTAL, VISION,	6,642.10	6,642.10
54909	3/13/2020	00217	CALIFORNIA TEAMSTERS UN	Ben29427	3/13/2020	UNION DUES TEAMSTERS: P	2,006.00	2,006.00
54910	3/13/2020	00218	CWA LOCAL 9400	Ben29429	3/13/2020	UNION DUES CWA: PAYMENT	257.97	257.97
Sub total for UNION BANK:								186,191.37

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1734	3/20/2020	00621	FIRST BANKCARD				
		00900	EXCEL UNLIMITED	D364	2/6/2020	EMPLOYEE UNIFORMS	1,034.78
		00458	NENA	300052930	1/30/2020	NENA GROUP MEMBERSHIP	700.00
		00909	ATLANCO LLC	62412	2/12/2020	EMPLOYEE UNIFORMS	511.60
		00466	AMAZON MARKETPLACE	113-0312326-90	2/18/2020	OFFICE SUPPLIES	280.98
		00637	SAFE MART, THE	021020	2/10/2020	PARTS - BILLING	240.00
		00610	DIRECTV	37233934687	2/5/2020	CABLE SERVICE	224.71
		00904	JW WINCO INC	1670745	2/24/2020	PARTS - BILLING	223.53
		00466	AMAZON MARKETPLACE	113-3181139-80	2/9/2020	OFFICE SUPPLIES	198.44
		00906	PF CHANGS	491058507	2/21/2020	LEADERSHIP MEETING - ADM	156.00
		00905	LOGMEIN	185276648	2/10/2020	REFUNDABLE CONFERENCE	144.00
		00905	LOGMEIN	187268338	2/25/2020	CONFERENCE CALL SERVICE	144.00
		00466	AMAZON MARKETPLACE	112-2724204-45	2/18/2020	OFFICE SUPPLIES	139.22
		00761	BOX	INV07629891	2/26/2020	SOFTWARE SERVICES	90.00
		00466	AMAZON MARKETPLACE	113-6193865-37	2/5/2020	OFFICE SUPPLIES	89.10
		00903	SCOTT ROBINSON	158755	2/10/2020	PARTS - BILLING	80.02
		00466	AMAZON MARKETPLACE	112-9319748-80	2/11/2020	JANITORIAL SUPPLIES	79.48
		00466	AMAZON MARKETPLACE	114-4828344-61	2/3/2020	OFFICE SUPPLIES	79.21
		00466	AMAZON MARKETPLACE	114-5472973851	2/24/2020	OFFICE SUPPLIES	72.60
		00466	AMAZON MARKETPLACE	111-8469204-75	2/12/2020	JANITORIAL SUPPLIES	67.24
		00466	AMAZON MARKETPLACE	111-4227539-85	2/14/2020	OFFICE SUPPLIES	63.38
		00466	AMAZON MARKETPLACE	111-1515284-88	2/12/2020	OFFICE SUPPLIES	60.64
		00714	DOOR DASH	021320	2/13/2020	EMPLOYEE SERVICES MARK	56.05
		00466	AMAZON MARKETPLACE	114-8724409-92	2/6/2020	JANITORIAL SUPPLIES	55.32
		00795	MEDIA TEMPLE	324775-19	2/23/2020	MONTHLY WEBSITE HOSTING	55.00
		00466	AMAZON MARKETPLACE	112-3853439-21	2/11/2020	OFFICE SUPPLIES	53.25
		00466	AMAZON MARKETPLACE	111-4667370-94	2/1/2020	OFFICE SUPPLIES	50.78
		00466	AMAZON MARKETPLACE	114-4941578-08	2/4/2020	OFFICE SUPPLIES	50.70
		00829	HUMMUS HOUSE	2	2/5/2020	BUSINESS LUNCH - OPS/ADM	48.60
		00466	AMAZON MARKETPLACE	114-8123975-95	2/4/2020	JANITORIAL SUPPLIES	48.58
		00466	AMAZON MARKETPLACE	114-0933218-76	2/25/2020	OFFICE SUPPLIES	46.33
		00885	UBER	020620	2/6/2020	EMPLOYEE SERVICES MARK	45.50
		00466	AMAZON MARKETPLACE	111-8406893-43	2/12/2020	OFFICE SUPPLIES	43.35
		00466	AMAZON MARKETPLACE	114-7489439-22	2/24/2020	OFFICE SUPPLIES	41.87

Bank : union UNION BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
		00583	WALMART SUPERCENTER #53072066-559197	2/6/2020	JANITORIAL SUPPLIES	36.20		
		00466	AMAZON MARKETPLACE 112-379352-991	2/11/2020	JANITORIAL SUPPLIES	34.71		
		00831	RASCALS TERIYAKI GRILL 22707	1/29/2020	NEW HIRE LUNCHEON	34.33		
		00466	AMAZON MARKETPLACE 113-6568603-08	2/5/2020	OFFICE SUPPLIES	33.05		
		00840	LOADED CAFE 2242	2/7/2020	MEALS FOR MEETING WITH I	32.29		
		00466	AMAZON MARKETPLACE 114-5799737-97	2/1/2020	REFRESHMENTS	23.50		
		00466	AMAZON MARKETPLACE 114-9531662-68	2/12/2020	OFFICE SUPPLIES	22.04		
		00466	AMAZON MARKETPLACE 114-6573616-97	2/24/2020	OFFICE SUPPLIES	21.99		
		00826	LA TIMES 030220	2/26/2020	LA TIMES MONTHLY SUBSCR	15.96		
		00466	AMAZON MARKETPLACE 113-7901481-85	2/2/2020	JANITORIAL SUPPLIES	15.77		
		00466	AMAZON MARKETPLACE 113-9724200-55	2/5/2020	OFFICE SUPPLIES	15.68		
		00466	AMAZON MARKETPLACE 112-379352-991	2/11/2020	OFFICE SUPPLIES	14.94		
		00902	CITY OF SANTA MONICA - PAF001833	1/21/2020	PARKING FOR MEETING	14.00		
		00466	AMAZON MARKETPLACE 113-6680814-74	2/5/2020	OFFICE SUPPLIES	11.01		
		00466	AMAZON MARKETPLACE 114-9531662-68	2/13/2020	OFFICE SUPPLIES	11.01		
		00466	AMAZON MARKETPLACE 113-8931712-38	2/2/2020	JANITORIAL SUPPLIES	10.79		
		00466	AMAZON MARKETPLACE 111-8406893-43	2/13/2020	OFFICE SUPPLIES	9.15		
		00466	AMAZON MARKETPLACE 111-0392814-25	2/25/2020	OFFICE SUPPLIES	8.40		
		00466	AMAZON MARKETPLACE 113-6337242-25	2/5/2020	OFFICE SUPPLIES	7.71		
		00466	AMAZON MARKETPLACE 114-1997273-65	2/1/2020	REFRESHMENTS	3.60	5,650.39	
1735	3/20/2020	00069	SOUTHERN CALIFORNIA EDIS2-19-337-1549	3/7/2020	ELEC SERV GRANDVIEW/ 1/3	145.52	145.52	
54911	3/20/2020	00810	& ASSOCIATES, MAX PARKER8648	2/5/2020	RECRUITMENT BROCHURE I	4,440.00		
			8683	3/17/2020	MAINTENANCE UPDATE OF A	550.00	4,990.00	
54912	3/20/2020	00297	AT&T, ATT CALNET 000014449495	3/13/2020	PHONE SERV 2/13/20-3/12/20	2,754.20		
			000014413197	3/3/2020	PHONE SERVICE 2/03/20-3/02	737.55		
			000014456695	3/13/2020	PHONE SERVICE 2/13/20-3/12	239.84		
			000014453631	3/13/2020	PHONE SERV 2/13/20-3/12/20	106.04	3,837.63	
54913	3/20/2020	00064	AT&T, ATT PAYMENT CENTER960 461-1623 55	3/1/2020	PHONE SERVICE 02/01/2020-	2,446.54	2,446.54	
54914	3/20/2020	00670	BARTEL ASSOCIATES, LLC 20-154	3/2/2020	ACTUARIAL CONSULTING SE	3,000.00	3,000.00	
54915	3/20/2020	00014	CDW GOVERNMENT, INC. XFV0445	3/13/2020	BILLABLE PARTS	2,189.64		
			XDJ1614	3/6/2020	BILLABLE PARTS	1,641.19		
			XBZ3451	3/3/2020	BILLABLE PARTS	1,433.25		
			XDP6131	3/9/2020	BILLABLE PARTS	1,194.93		
			XBZ9908	3/3/2020	BILLABLE PARTS	716.63		
			XFT2665	3/12/2020	BILLABLE PARTS	367.56	7,543.20	

Bank : union UNION BANK			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
54916	3/20/2020	00078	COX, CHRISTOPHER	032020	3/20/2020	RETIREE MED PREM/APR 20:	740.78	740.78
54917	3/20/2020	00879	CROWN CASTLE	560935	3/1/2020	DEDICATED INTERNET ACCE	1,100.00	1,100.00
54918	3/20/2020	00899	DELL EMC	10378632050	3/4/2020	SERVER CLUSTER STORAGE	72,063.65	72,063.65
54919	3/20/2020	00785	EXPERIAN	CD2011002553	2/28/2020	PRE-EMPLOYMENT CREDIT (	4.20	4.20
54920	3/20/2020	00008	FEDERAL SIGNAL CORP	7438473	3/11/2020	BILLABLE PARTS	5,733.25	
				7434215	3/5/2020	BILLABLE PARTS	1,400.00	7,133.25
54921	3/20/2020	00651	FRONTIER	3103752741011	3/1/2020	PHONE SERVICE 375-2741/3/	243.69	
				2090518701060	3/1/2020	PHONE SERVICE 051-8701/3/	101.40	
				7002Z664-S-200	3/5/2020	PHONE SERV 3/05/20-4/04/20	75.87	
				2091505969092	3/1/2020	PHONE SERVICE 150-5969/3/	61.14	
				20915059781130	3/1/2020	PHONE SERVICE 150-5978/3/	54.32	
				Y002Z665-S-200	3/5/2020	PHONE SERV 3/05/20-4/04/20	51.80	
				2091510998020	3/1/2020	PHONE SERVICE 151-0998/3/	47.97	
				2091502446103	3/1/2020	PHONE SERVICE 150-2446/3/	47.97	
				2091502447092	3/1/2020	PHONE SERVICE 150-2447/3/	47.97	
				2130381666083	3/10/2020	PHONE SERVICE 150-5978/3/	47.97	780.10
54922	3/20/2020	00070	GAS COMPANY, THE	059 194 8982 2	3/5/2020	GAS SERVICE HQ/1/31/20-3/3	995.32	995.32
54923	3/20/2020	00901	GLADWELL GOVT SERVICES,	4345	2/21/2020	SERVICES FOR RECORDS RI	3,160.00	3,160.00
54924	3/20/2020	00148	HAWTHORNE, CITY OF	IT-20-03-01	3/11/2020	LASD MONTHLY DATA CONNI	689.39	689.39
54925	3/20/2020	00798	HYDREX PEST CONTROL	321483	2/20/2020	PEST CONTROL SERVICES	75.00	75.00
54926	3/20/2020	00907	LAUSD PERSONNEL COMMIS	2647	2/26/2020	BILINGUAL TESTING SERVIC	90.00	90.00
54927	3/20/2020	00116	MEADORS, LATANYA	032020	3/20/2020	RETIREE MED PREM/APR 20:	476.43	476.43
54928	3/20/2020	00819	OCCUPATIONAL HEALTH CEN	67211992	2/20/2020	PRE-EMPLOYMENT MEDIC/A	716.00	716.00
54929	3/20/2020	00411	PITNEY BOWES	3103784738	2/28/2020	POSTAGE METER	180.91	180.91
54930	3/20/2020	00060	RIVERA, JOSE	032020	3/20/2020	RETIREE MED PREM/APR 20:	520.89	520.89
54931	3/20/2020	00145	SETINA MFG CO INC	200817	3/12/2020	BILLABLE PARTS	2,267.60	
				200632	3/10/2020	BILLABLE PARTS	1,425.98	3,693.58
54932	3/20/2020	00273	SHAW, LILLIAN	032020	3/20/2020	RETIREE MED PREM/APR 20:	438.83	438.83
54933	3/20/2020	00460	SPECTRUM BUSINESS	1133787030420	3/4/2020	SPECTRUM BUSINESS INTEF	1,900.00	1,900.00
54934	3/20/2020	00126	STEVENS, DEBORAH	032020	3/20/2020	RETIREE MED PREM/APR 20:	608.75	608.75
54935	3/20/2020	00034	STEVENS, GARY	032020	3/20/2020	RETIREE MED PREM/APR 20:	606.50	606.50
54936	3/20/2020	00038	TORRANCE ELECTRONICS	05407	2/28/2020	PARTS FOR VEHICLE OUTFIT	274.60	274.60
54937	3/20/2020	00171	VERIZON WIRELESS	9849000280	2/23/2020	DAC CHARGES HPD/1/24/20-	392.10	392.10
54938	3/20/2020	00481	WAYTEK, INC.	2953152	3/3/2020	BILLABLE PARTS	819.47	
				2955811	3/9/2020	BILLABLE PARTS	108.11	927.58

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>
54939	3/20/2020	00735	XEROX FINANCIAL SERVICES2017635	3/10/2020	MONTHLY LEASE E2B666894	1,182.21	1,182.21
<b>Sub total for UNION BANK:</b>							126,363.35

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Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
20102	3/27/2020	00219	INTERNAL REVENUE SERVICE	Ben29560	3/27/2020	FEDERAL WITHHOLDING TAX	42,932.59	42,932.59
20103	3/27/2020	00223	EMPLOYMENT DEVEL DEPT	Ben29564	3/27/2020	STATE DISABILITY INSURANC	16,830.98	16,830.98
20104	3/27/2020	00222	STATE DISBURSEMENT UNIT	Ben29566	3/27/2020	SUPPORT: PAYMENT	184.62	184.62
20105	3/27/2020	00058	CALPERS	Ben29558	3/27/2020	PERS RETIREMENT: PAYMEN	36,265.93	36,265.93
20106	3/27/2020	00221	ICMA RETIREMENT TRUST	Ben29562	3/27/2020	DEFERRED COMPENSATION	15,739.81	15,739.81
54940	3/27/2020	00002	AFLAC	Ben29552	3/27/2020	AFLAC INSURANCE: PAYMEN	3,712.16	3,712.16
54941	3/27/2020	00217	CALIFORNIA TEAMSTERS UN	Ben29554	3/27/2020	UNION DUES TEAMSTERS: P	2,003.50	2,003.50
54942	3/27/2020	00218	CWA LOCAL 9400	Ben29556	3/27/2020	UNION DUES CWA: PAYMENT	257.97	257.97
Sub total for UNION BANK:							117,927.56	



E-4



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM NUMBER:** E-4

**TO:** Executive Committee

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

**SUBJECT:** AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND XCEL MECHANICAL SYSTEMS INCORPORATED FOR THE SERVICE AND REPAIR OF HEATING, VENTILATION, AND AIR CONDITIONING EQUIPMENT AT THE HEADQUARTERS FACILITY; AND  
  
APPROVE A CORRESPONDING PURCHASE ORDER IN AN AMOUNT NOT TO EXCEED \$50,000.00 FOR THESE SERVICES

**ATTACHMENT:** 1. Agreement

### **RECOMMENDATION**

Staff recommends that the Executive Committee approve and authorize the Executive Director to execute an agreement with Xcel Mechanical Systems, Inc. for the service and repair of heating, ventilation, and air conditioning equipment (HVAC) at the headquarters facility and approve a corresponding purchase order in an amount not to exceed \$50,000.00 for these services.

### **DISCUSSION**

The Authority's current heating, ventilation, and air conditioning equipment at the headquarters facility ensures that climate conditions are controlled within areas of the facility occupied by staff as well as those areas that house sensitive electronics. Multiple components of the HVAC system are reaching the end of their useful life. As such, vital services and repairs are necessary to avoid any future equipment downtime. This work includes repair of the chiller compressor, circuit board and condenser.

The Authority has utilized the expertise and services of Xcel Mechanical Systems for all of its HVAC needs since 2002. The approval of this agreement with Xcel Mechanical Systems Incorporated will ensure the Authority's HVAC system continues to operate properly and remains serviceable in the future.

**FISCAL IMPACT**

Funds for the purchase of this equipment and services are available in the adopted Fiscal Year 2019-2020 Budget.

E-4

Attachment 1

**AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC  
COMMUNICATIONS AUTHORITY AND XCEL MECHANICAL SYSTEMS, INC. FOR  
THE SERVICE AND REPAIR OF HEATING, VENTILATION, AND AIR  
CONDITIONING EQUIPMENT AT THE HEADQUARTERS FACILITY**

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

**RECITALS**

A. Authority desires to utilize the services of Contractor as an independent contractor to perform services and repair of heating, ventilation, and air conditioning equipment at the headquarters facility.

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

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

The Parties therefore agree as follows:

**1. Contractor's Services.**

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

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

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

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

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

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

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

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

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

### **3. Compensation.**

A. Compensation. As full compensation for Contractor's Services rendered, Authority shall pay Contractor at the rates described in the Scope of Services attached hereto as **Exhibit A** and as limited according to the Approved Compensation attached hereto as **Exhibit B**. In no event shall Contractor be paid more than \$50,000 (the "Maximum Compensation").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Indemnities.

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



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

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

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

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

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

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

## **9. Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **10. Mutual Cooperation.**

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

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

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

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

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

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

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

**14. Default.**

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

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

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

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

If to Contractor:  
Attn: Mike Duncan  
Xcel Mechanical Systems, Inc.  
1710 W. 130<sup>th</sup> Street  
Gardena, California 90249  
Telephone: 310-650-5238  
Email: [mduncan@xcelmech.com](mailto:mduncan@xcelmech.com)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Authority:

South Bay Regional Public  
Communications Authority  
a Joint Powers Authority

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

Name: Erick B. Lee

Title: Executive Director

APPROVED AS TO FORM:

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

Name: Jennifer Petrusis

Title: General Counsel

Contractor:

Xcel Mechanical Systems Inc.  
a California corporation

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

Name: Kevin Michel  
Title: Owner/President

ATTEST:

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

Name: Jason Gordon  
Title: Vice President

**EXHIBIT A**  
**SCOPE OF SERVICES**

**Replace failed compressor Main Chiller Circuit B located at the base of the Headquarters radio tower.**

**Inclusions:**

1. Provide labor and materials to complete the replacement of the failed compressor circuit #B
2. Recover and dispose old refrigerant per EPA rule 608
3. Remove and replace failed compressor
4. Replace inline filter dryer core
5. Perform acid test
6. Pressure test and evacuate
7. Recharge system with new 410a refrigerant
8. Replace failed compressor contactor
9. Start and test

**Cost \$12,990.00**

**Repair AC # 1 condenser located at the base of the Headquarters radio tower.**

**Inclusions:**

1. Provide labor and materials to repair leak and replace fan motor on AC #1 condenser
2. Disassemble outdoor condenser to access leaking tube end on condenser
3. Repair leak by means of brazing with torch and approved material
4. Replace failed condenser fan motor
5. Replace failed keypad display
6. Reassemble condenser cabinet
7. Pressure test, evacuate and recharge two circuits system with R22 refrigerant
8. Complete operations check

**Cost \$14,630.59**

**Total Cost \$27,620.59**

**The following conditions and circumstances are not included in the costs outlined above. If found to be present, Contractor will provide a written quote for additional costs that would be charged. Such additional work would not be performed without written approval from the Authority:**

1. Equipment cabinet or sheet metal repairs due to weather, age or corrosion
2. Existing code deficiencies
3. Equipment repairs or parts other than noted above
4. Delays caused by inability to get required replacement parts
5. Loss of income or use due to breakdown or inability to make repairs
6. Air distribution modifications, repairs or replacement
7. Overtime hours

**Clarifications:**

1. Access to equipment available during regular business hours
2. Systems can be shut down for the period of work as required

**Additional Services Available Upon Request:**

Upon Authority's request, Contractor shall develop a proposal for each engagement for services, including a detailed scope of work, timeline for completion, and associated costs. Upon Authority's review and approval of the proposal, Authority shall issue an Individual Project Order (IPO) subject to the maximum compensation as set forth in payment Exhibit B.

**EXHIBIT B**  
**APPROVED COMPENSATION**

Compensation.

As full compensation for Contractor's services and repair provided under this Agreement, Authority shall pay contractor in an amount not to exceed \$50,000, including labor, taxes, and expenses more particularly described in this Agreement or an IPO issued by the Authority.

E-5



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM NUMBER:** E-5

**TO:** Executive Committee

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

**SUBJECT:** UPDATED PUBLICLY AVAILABLE PAY SCHEDULE

**ATTACHMENTS:** 1. Salary Schedule

### **RECOMMENDATION**

Staff recommends that the Executive Committee approve the attached salary schedule reflecting all Authority positions and associated salaries in order to meet the California Public Employees' Retirement System (CalPERS) requirements of Government Code § 20636(b)(1) and CCR § 570.5.

### **BACKGROUND**

CalPERS requires that one comprehensive salary schedule be duly approved and adopted by the Authority's governing body which indicates the position title for every employee position and shows the payrate for each position. This payrate is that which is to be reportable as compensation earnable (for the purposes of establishing an employee's pensionable income) to CalPERS.

### **DISCUSSION**

This report updates the Authority's salary schedule based upon the approved and adopted memoranda of understanding (MOUs) that the Authority maintains with its represented employees and the employment agreement it maintains with its non-represented employee. Staff requests that the Executive Committee approve the attached salary schedule, which will fulfill the CalPERS requirement for "publicly available pay schedules" approved by the governing body.

The following changes since the last schedule was adopted include:

- Addition of the position classifications in the Compensation Plan for Part-Time Communications Operators and Compensation Plan for Part-Time Administrative Employees adopted in November 2019.

California Code of Regulations (CCR) 570.5 outlines the requirements to satisfy CalPERS' definition of "publicly available pay schedules," as follows:

(a) For purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
2. Identifies the position title for every employee position;
3. Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the payrate.

The comprehensive pay schedule for all Authority positions must be independent from the salary schedules attached to any memoranda of understanding (MOUs) or included in an employment agreement.

### **FISCAL IMPACT**

None.



E-5

Attachment 1

# SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

## Publicly Available Pay Schedule

### MONTHLY SALARY STEPS OF REPRESENTED POSITIONS

Salary Effective Date	Position Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G
07/13/2019	Accountant	\$ 6,590.69	\$ 6,920.13	\$ 7,266.22	\$ 7,629.01	\$ 8,010.58	N/A	N/A
07/13/2019	Administrative Services Manager	\$ 9,976.51	\$ 10,451.06	\$ 10,953.77	\$ 11,476.56	\$ 12,031.55	N/A	N/A
07/13/2019	Communications Operator	\$ 5,684.48	\$ 5,958.00	\$ 6,245.21	\$ 6,546.85	\$ 6,863.50	\$ 7,196.02	\$ 7,545.08
07/01/2019	Communications Supervisor	\$ 6,846.97	\$ 7,179.55	\$ 7,528.73	\$ 7,895.37	\$ 8,280.36	\$ 8,684.58	\$ 9,109.03
07/13/2019	Executive Assistant	\$ 7,073.63	\$ 7,568.31	\$ 8,062.96	\$ 8,557.62	\$ 9,052.30	N/A	N/A
07/13/2019	Finance & Performance Audit Manager	\$ 10,226.60	\$ 10,712.80	\$ 11,227.08	\$ 11,764.06	\$ 12,331.75	N/A	N/A
07/13/2019	Public Safety Communications Specialist I	\$ 6,377.34	\$ 6,696.20	\$ 7,031.02	\$ 7,382.56	\$ 7,751.69	N/A	N/A
07/13/2019	Public Safety Communications Specialist II	\$ 6,696.21	\$ 7,031.01	\$ 7,382.57	\$ 7,751.69	\$ 8,139.28	N/A	N/A
07/13/2019	Operations Manager	\$ 10,427.28	\$ 10,948.63	\$ 11,496.06	\$ 12,070.86	\$ 12,674.41	N/A	N/A

### MONTHLY SALARY STEPS OF UNREPRESENTED POSITIONS

Salary Effective Date	Position Title	Salary
12/28/2019	Executive Director	17,853.33

### HOURLY RATE STEPS FOR PART-TIME EMPLOYEES

Salary Effective Date	Position Title	Step A	Step B	Step C	Step D	Step E
11/20/2019	Administrative Intern	\$ 15.00	\$ 16.50	\$ 18.15	N/A	N/A
11/20/2019	Communications Operator	\$ 32.80	\$ 34.37	\$ 36.03	\$ 37.77	\$ 39.60
11/20/2019	Office Assistant	\$ 18.00	\$ 19.80	\$ 21.78	N/A	N/A

E-6



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM NUMBER:** E-6

**TO:** Executive Committee

**FROM:** Vanessa Alfaro, Finance & Performance Audit Manager  
Erick B. Lee, Executive Director

**SUBJECT:** FISCAL YEAR 2019-2020 Q3 BUDGET PERFORMANCE REPORT

**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 March 31, 2020.

### **DISCUSSION**

Staff has analyzed the Authority's financial activities through March 31, 2020. The Authority has accrued 100% of its assessment revenues from its member cities and 100% 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 \$9,005,950 has been expended from the Enterprise Fund, which represents 71.2% of the budget through the third quarter of the fiscal year. However, this percentage also includes the CalPERS unfunded actuarial liability (UAL) lump sum payment of \$421,122 for fiscal year 2019-20 paid in the first quarter. 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 were also paid in the first quarter totaling approximately \$300,000.

Quarter 3 also reflects an appropriation of \$25,000 to the Technical Services Division for Phase Two of the Palos Verdes Estates Feasibility Study. The \$25,000 fee from Palos Verdes Estates was received in January 2020 and the appropriation was approved during the March 2020 Executive Committee meeting.

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

Department	Adjusted Appropriation	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Percent Used
<b>SALARY &amp; BENEFITS</b>					
Administration	\$ 1,112,580	\$ 808,524	\$ -	\$ 304,056	72.7%
Operations	7,925,433	5,608,480	-	2,316,953	70.8%
Technical Services	783,770	565,230	-	218,540	72.1%
<b>Salary &amp; Benefits Total</b>	<b>\$ 9,821,783</b>	<b>\$ 6,982,234</b>	<b>\$ -</b>	<b>\$ 2,839,549</b>	<b>71.1%</b>
<b>SUPPLIES, SERVICES &amp; EQUIPMENT</b>					
Administration	\$ 1,159,289	\$ 823,996	\$ 212,664	\$ 122,630	89.4%
Operations	259,528	135,879	11,044	112,605	56.6%
Technical Services	1,281,410	944,444	417,289	(80,322)	106.3%
<b>Total</b>	<b>\$ 2,700,227</b>	<b>\$ 1,904,319</b>	<b>\$ 640,997</b>	<b>\$ 154,912</b>	<b>94.3%</b>
Other-MB Appropriation	45,450	-	-	\$ 45,450	0.0%
<b>Adjusted Total</b>	<b>\$ 2,745,678</b>	<b>\$ 1,904,319</b>	<b>\$ 640,997</b>	<b>\$ 200,362</b>	<b>92.7%</b>
<b>CAPITAL IMPROV. PROJECTS</b>					
	\$ 125,000	\$ 119,398	\$ -	\$ 5,602	95.5%
<b>ENTERPRISE FUND TOTAL</b>					
	<b>\$ 12,647,010</b>	<b>\$ 9,005,950</b>	<b>\$ 640,997</b>	<b>\$ 3,000,063</b>	<b>76.3%</b>
<b>ENTERPRISE FUND ADJ. TOTAL</b>					
	<b>\$ 12,692,461</b>	<b>\$ 9,005,950</b>	<b>\$ 640,997</b>	<b>\$ 3,045,513</b>	<b>76.0%</b>

### **FISCAL IMPACT**

None.

E-6

Attachment 1

## Revenue Status Report

South Bay Regional PCA  
7/1/2019 through 3/31/2020

### 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	2,391,301.00	2,391,301.00	0.00	100.00
10-50-111-4120 Hawthorne	3,359,598.00	3,359,598.00	3,359,598.00	0.00	100.00
10-50-111-4130 Manhattan Beach	1,703,280.00	1,703,280.00	1,703,280.00	0.00	100.00
10-50-111-4140 Hermosa Beach	975,208.00	975,208.40	975,208.40	-0.40	100.00
10-50-111-4145 El Segundo	1,372,870.00	1,372,870.49	1,372,870.49	-0.49	100.00
10-50-111-4146 Culver City Assessment	2,587,601.00	2,587,600.68	2,587,600.68	0.32	100.00
10-50-111-4150 El Camino Community College	790.00	652.90	652.90	137.10	82.65
10-50-111-4153 Medical Director Service/Manhattan Beach	27,000.00	22,625.00	22,625.00	4,375.00	83.80
10-50-111-4154 Medical Director Services/El Segundo	27,000.00	22,625.00	22,625.00	4,375.00	83.80
10-50-111-4210 Investment Earnings (LAIF)	50,000.00	49,075.81	49,075.81	924.19	98.15
10-50-111-4220 POST Reimbursements	600.00	3,089.96	3,089.96	-2,489.96	514.99
10-50-111-4240 911 Reimbursements	0.00	3,000.00	3,000.00	-3,000.00	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	68,946.02	68,946.02	-66,446.02	2757.84
<b>Total Administration</b>	<b>12,497,748.00</b>	<b>12,554,391.46</b>	<b>12,554,391.46</b>	<b>-56,643.46</b>	<b>100.45</b>
10-60 Operations					
10-60-211 Communications Center					
10-60-211-4215 DUI Reimbursement-Overtime	2,000.00	543.72	543.72	1,456.28	27.19
10-60-211-4435 Reimbursements Sprint Wireless	77,289.00	53,602.40	53,602.40	23,686.60	69.35

## Revenue Status Report

South Bay Regional PCA  
7/1/2019 through 3/31/2020

### 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>
10-60-211-4440 Reimbursements/Verizon Wireless	15,229.00	42,805.32	42,805.32	-27,576.32	281.08
10-60-211-4460 Pink Patch Project	0.00	250.00	250.00	-250.00	0.00
<b>Total Operations</b>	94,518.00	97,201.44	97,201.44	-2,683.44	102.84
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	442,156.11	442,156.11	157,843.89	73.69
10-70-311-4370 Reimbursements for GST Software	50,000.00	52,692.00	52,692.00	-2,692.00	105.38
<b>Total Technical Services</b>	650,000.00	495,408.79	495,408.79	154,591.21	76.22
<b>Total SBRPCA Enterprise Fund</b>	13,242,266.00	13,147,001.69	13,147,001.69	95,264.31	99.28



## Revenue Status Report

South Bay Regional PCA  
7/1/2019 through 3/31/2020

20 Grant Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
20-80 Capital Infrastructure Projects					
20-80-433 Consulting/Vector Resources					
Total Grant Fund	0.00	0.00	0.00	0.00	0.00
 Grand Total	 13,242,266.00	 13,147,001.69	 13,147,001.69	 95,264.31	 99.28

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Attachment 2

## Expenditure Status Report

South Bay Regional PCA  
7/1/2019 through 3/31/2020

### 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 Administration						
50-100 Administration						
50-100-5000 Expenditures						
50-111-5101 Salaries (Full-Time)	754,504.00	580,200.98	580,200.98	0.00	174,303.02	76.90
50-111-5107 Merit Pay	2,150.00	2,150.00	2,150.00	0.00	0.00	100.00
50-111-5108 Sick Leave Payoff	21,501.00	15,239.57	15,239.57	0.00	6,261.43	70.88
50-111-5109 Vacation Leave Payoff	35,095.00	14,613.16	14,613.16	0.00	20,481.84	41.64
50-111-5112 Other Pay	7,200.00	5,100.00	5,100.00	0.00	2,100.00	70.83
50-111-5201 Medical Insurance	93,161.00	42,944.00	42,944.00	0.00	50,217.00	46.10
50-111-5202 Dental Insurance	6,968.00	5,197.56	5,197.56	0.00	1,770.44	74.59
50-111-5203 Vision Insurance	2,256.00	1,383.03	1,383.03	0.00	872.97	61.30
50-111-5204 Life Insurance	832.00	561.00	561.00	0.00	271.00	67.43
50-111-5205 Medicare	13,727.00	9,037.38	9,037.38	0.00	4,689.62	65.84
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	57,748.12	57,748.12	0.00	61,880.88	48.27
50-111-5209 Retirees' Medical Insurance	15,524.00	4,704.84	4,704.84	0.00	10,819.16	30.31
50-111-5212 Deferred Comp Matching Benefit	27,500.00	26,324.94	26,324.94	0.00	1,175.06	95.73
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	24,992.00	24,992.00	8,060.61	15,947.39	67.45
50-111-5302 Computer Contract Services/CAD-Tiburon	55,000.00	55,000.00	55,000.00	31,350.00	-31,350.00	157.00
50-111-5304 Accounting/Auditing Services	33,000.00	20,850.00	20,850.00	15,750.00	-3,600.00	110.91
50-111-5305 Legal Services	162,121.20	117,569.23	117,569.23	55,990.98	-11,439.01	107.06
50-111-5306 Recruitment Costs	78,610.00	56,244.80	56,244.80	15,992.08	6,373.12	91.89
50-111-5307 Software Maintenance Services	69,762.00	46,579.69	46,579.69	6,684.64	16,497.67	76.35
50-111-5308 Banking Services (Fees)	6,000.00	4,211.31	4,211.31	0.00	1,788.69	70.19
50-111-5309 Online/Website Maintenance Services	5,000.00	1,555.48	1,555.48	0.00	3,444.52	31.11
50-111-5312 Medical Director Services/Paramedics	54,000.00	45,249.97	45,249.97	8,750.03	0.00	100.00
50-111-5313 Temporary Staffing Services	100,100.00	54,033.75	54,033.75	29,026.25	17,040.00	82.98
50-111-5401 Memberships & Dues	390.00	779.20	779.20	0.00	-389.20	199.79
50-111-5402 Publications	350.00	719.94	719.94	0.00	-369.94	205.70

## Expenditure Status Report

South Bay Regional PCA  
7/1/2019 through 3/31/2020

### 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	9,633.19	9,633.19	0.00	4,046.81	70.42
50-111-5404 Employee Services/EC-BOD	1,000.00	2,914.87	2,914.87	0.00	-1,914.87	291.49
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	8,873.82	8,873.82	0.00	126.18	98.60
50-111-5502 Miscellaneous Supplies	9,100.00	3,334.76	3,334.76	0.00	5,765.24	36.65
50-111-5504 Vending Machine Supplies	0.00	239.84	239.84	0.00	-239.84	0.00
50-111-5507 Postage & Shipping	1,600.00	610.27	610.27	989.20	0.53	99.97
50-111-5509 Reproduction	1,500.00	25.00	25.00	0.00	1,475.00	1.67
50-111-5511 Office Equipment Lease	15,750.00	10,464.32	10,464.32	4,637.40	648.28	95.88
50-111-5513 General Liability Insurance Premium	210,826.00	159,707.12	159,707.12	0.00	51,118.88	75.75
50-111-5517 Vehicle Operations	2,000.00	50.00	50.00	0.00	1,950.00	2.50
50-111-5601 Telephone - Administration	15,000.00	8,510.79	8,510.79	0.00	6,489.21	56.74
50-111-5701 Maintenance - HQ	131,400.00	100,831.12	100,831.12	35,433.00	-4,864.12	103.70
50-111-5703 Electricity - HQ	106,700.00	71,146.82	71,146.82	0.00	35,553.18	66.68
50-111-5704 Electricity - Grandview	2,200.00	975.33	975.33	0.00	1,224.67	44.33
50-111-5705 Electricity - Punta Place	6,600.00	5,468.97	5,468.97	0.00	1,131.03	82.86
50-111-5706 Gas - HQ	11,000.00	6,529.08	6,529.08	0.00	4,470.92	59.36
50-111-5707 Water - HQ	3,850.00	2,725.68	2,725.68	0.00	1,124.32	70.80
50-111-5715 Electricity-MB Water Tower	2,750.00	3,697.30	3,697.30	0.00	-947.30	134.45
50-111-5820 Other Equipment	0.00	471.95	471.95	0.00	-471.95	0.00
<b>Total Administration</b>	<b>2,271,869.20</b>	<b>1,632,519.54</b>	<b>1,632,519.54</b>	<b>212,664.19</b>	<b>426,685.47</b>	<b>81.22</b>
60 Operations						
60-200 Operations						
60-200-5000 Expenditures						
60-211-5101 Salaries (Full-Time)	5,311,530.00	3,144,436.60	3,144,436.60	0.00	2,167,093.40	59.20
60-211-5102 Salaries (Part-Time)	0.00	74,274.45	74,274.45	0.00	-74,274.45	0.00
60-211-5103 Overtime	385,000.00	765,761.43	765,761.43	0.00	-380,761.43	198.90
60-211-5104 Acting Pay	10,000.00	8,248.27	8,248.27	0.00	1,751.73	82.48
60-211-5105 Bilingual Pay	8,400.00	4,600.00	4,600.00	0.00	3,800.00	54.76
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	81,313.00	80,848.02	80,848.02	0.00	464.98	99.43

## Expenditure Status Report

South Bay Regional PCA  
7/1/2019 through 3/31/2020

### 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	54,217.00	59,556.64	59,556.64	0.00	-5,339.64	109.85
60-211-5110 Training Pay	15,000.00	9,642.31	9,642.31	0.00	5,357.69	64.28
60-211-5114 Holiday Payoff	100,000.00	53,447.35	53,447.35	0.00	46,552.65	53.45
60-211-5115 Education Incentive Pay	101,406.00	75,300.86	75,300.86	0.00	26,105.14	74.26
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	354,932.84	354,932.84	0.00	282,502.16	55.68
60-211-5202 Dental Insurance	47,968.00	26,261.43	26,261.43	0.00	21,706.57	54.75
60-211-5203 Vision Insurance	18,699.00	10,460.98	10,460.98	0.00	8,238.02	55.94
60-211-5204 Life Insurance	8,455.00	5,049.00	5,049.00	0.00	3,406.00	59.72
60-211-5205 Medicare	84,939.00	62,458.99	62,458.99	0.00	22,480.01	73.53
60-211-5206 Unemployment Insurance	6,713.00	4,045.00	4,045.00	0.00	2,668.00	60.26
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	379,060.87	379,060.87	0.00	543,235.13	41.10
60-211-5209 Retirees' Medical Insurance	62,800.00	26,450.63	26,450.63	0.00	36,349.37	42.12
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	700.00	700.00	0.00	2,130.00	24.73
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	9,209.86	9,209.86	1,104.00	13,841.14	42.70
60-211-5404 Employee Services/EC-BOD	2,500.00	392.45	392.45	0.00	2,107.55	15.70
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	389.90	389.90	0.00	23,425.10	1.64
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	2,475.42	2,475.42	6,750.72	-1,226.14	115.33
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	1,762.67	1,762.67	0.00	1,237.33	58.76
60-211-5604 Telephone - Gardena	5,000.00	2,196.02	2,196.02	0.00	2,803.98	43.92
60-211-5606 Telephone - Hawthorne	6,000.00	5,266.67	5,266.67	0.00	733.33	87.78
60-211-5607 Telephone - Hermosa Beach	25,000.00	20,954.52	20,954.52	0.00	4,045.48	83.82
60-211-5608 Telephone - Manhattan Beach	8,000.00	3,606.92	3,606.92	0.00	4,393.08	45.09
60-211-5611 Telephone - Punta Place	5,500.00	3,070.05	3,070.05	0.00	2,429.95	55.82
60-211-5612 Telephone - RCC	12,000.00	7,329.30	7,329.30	0.00	4,670.70	61.08
60-211-5613 Sprint Wireless Reimbursable	77,289.00	35,901.74	35,901.74	0.00	41,387.26	46.45
60-211-5614 Verizon Wireless Reimbursable	15,229.00	30,983.04	30,983.04	0.00	-15,754.04	203.45

## Expenditure Status Report

South Bay Regional PCA  
7/1/2019 through 3/31/2020

### 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	11,362.29	11,362.29	0.00	-5,862.29	206.59
60-211-5810 Office Equipment	0.00	27.55	27.55	0.00	-27.55	0.00
60-211-5820 Other Equipment	15,000.00	0.00	0.00	3,189.59	11,810.41	21.26
<b>Total Operations</b>	<b>8,184,961.00</b>	<b>5,744,359.22</b>	<b>5,744,359.22</b>	<b>11,044.31</b>	<b>2,429,557.47</b>	<b>70.32</b>
70 Technical Services						
70-300 Technical Services						
70-300-5000 Expenditures						
70-311-5101 Salaries (Full-Time)	485,506.00	337,460.56	337,460.56	0.00	148,045.44	69.51
70-311-5103 Overtime	5,000.00	1,968.00	1,968.00	0.00	3,032.00	39.36
70-311-5107 Merit Pay	1,500.00	8,656.00	8,656.00	0.00	-7,156.00	577.07
70-311-5108 Sick Leave Payoff	17,780.00	13,035.55	13,035.55	0.00	4,744.45	73.32
70-311-5109 Vacation Leave Payoff	14,386.00	10,086.24	10,086.24	0.00	4,299.76	70.11
70-311-5201 Medical Insurance	47,863.00	33,498.08	33,498.08	0.00	14,364.92	69.99
70-311-5202 Dental Insurance	2,940.00	2,100.33	2,100.33	0.00	839.67	71.44
70-311-5203 Vision Insurance	1,406.00	1,004.31	1,004.31	0.00	401.69	71.43
70-311-5204 Life Insurance	693.00	495.00	495.00	0.00	198.00	71.43
70-311-5205 Medicare	7,267.00	5,457.94	5,457.94	0.00	1,809.06	75.11
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	38,548.70	38,548.70	0.00	44,172.30	46.60
70-311-5209 Retirees' Medical Insurance	32,775.00	15,307.14	15,307.14	0.00	17,467.86	46.70
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	45,000.00	45,000.00	151,150.00	-51,150.00	135.28
70-311-5311 GST Software Reimbursable	52,692.00	52,692.00	52,692.00	0.00	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	2,306.09	2,306.09	0.00	5,193.91	30.75
70-311-5506 Uniforms/Safety Equipment	3,500.00	511.60	511.60	0.00	2,988.40	14.62
70-311-5508 Postage	1,200.00	168.91	168.91	918.05	113.04	90.58
70-311-5514 Parts - Billing	597,308.00	463,257.03	463,257.03	228,696.27	-94,645.30	115.85
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	2,571.03	2,571.03	1,075.00	853.97	81.02
70-311-5520 Equipment Repair	5,000.00	0.00	0.00	0.00	5,000.00	0.00

## Expenditure Status Report

South Bay Regional PCA  
7/1/2019 through 3/31/2020

### 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>
70-311-5521 Outside Technical Serv-Towers & Equip	415,000.00	369,538.97	369,538.97	35,450.00	10,011.03	97.59
70-311-5810 Office Equipment	8,260.25	8,260.25	8,260.25	0.00	0.00	100.00
70-311-5820 Other Equipment	0.00	137.75	137.75	0.00	-137.75	0.00
<b>Total</b> Technical Services	2,065,180.25	1,509,673.97	1,509,673.97	417,289.32	138,216.96	93.31
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	119,397.72	119,397.72	0.01	5,602.27	95.52
<b>Total</b> Expenditures	170,450.18	119,397.72	119,397.72	0.01	51,052.45	70.05
<b>Total</b> CIP	170,450.18	119,397.72	119,397.72	0.01	51,052.45	70.05
<b>Total</b> Capital Infrastructure Projects	170,450.18	119,397.72	119,397.72	0.01	51,052.45	70.05
<b>Total</b> SBRPCA Enterprise Fund	12,692,460.63	9,005,950.45	9,005,950.45	640,997.83	3,045,512.35	76.01

## Expenditure Status Report

South Bay Regional PCA  
7/1/2019 through 3/31/2020

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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	12,692,460.63	9,005,950.45	9,005,950.45	640,997.83	3,045,512.35	76.01



E-7



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM NUMBER:** E-7

**TO:** Executive Committee

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

**SUBJECT:** APPROVE A BLANKET PURCHASE ORDER TO COMMLINE, INC. FOR EQUIPMENT AND SUPPLIES IN A TOTAL AMOUNT NOT TO EXCEED \$120,000

**ATTACHMENT:** None

### **RECOMMENDATION**

Staff recommends the Executive Committee approve a blanket purchase order Commline, Inc. ("Commline") for equipment and supplies in a total amount not to exceed \$120,000.

### **DISCUSSION**

Staff has recommended that the Board of Directors appropriate \$120,000 during its special meeting on April 14, 2020 to fund additional purchases of supplies and equipment for vehicle upfitting services performed by the Technical Services Division ("TSD"). If the funds are appropriated, staff recommends that the Executive Committee approve this request for a blanket purchase order to Commline.

The Authority maintains an agreement with Commline for all of its radio programming and infrastructure maintenance needs. Additionally, Commline is also an authorized dealer for Motorola, Kenwood, Vertex Standard, Icom and many other leading manufacturers of communications equipment. As such, this vendor is used by the TSD to procure equipment and supplies used for upfitting the Authority's member and contract agencies' public safety vehicles.

### **FISCAL IMPACT**

An appropriation of \$120,000 by the Board of Directors is needed to fund this blanket purchase order. However, all costs associated with the upfitting of vehicles are 100% reimbursable by the member or contract agencies requesting the service.

E-8



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM NUMBER:** E-8

**TO:** Executive Committee

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

**SUBJECT:** APPROVAL OF EXECUTIVE DIRECTOR TO WORK REMOTELY AS NECESSARY AND APPROPRIATE UNDER THE EMERGENCY TELECOMMUTING POLICY

**ATTACHMENTS:** None

### **RECOMMENDATION**

Staff recommends that the Executive Committee authorize the Executive Director to work remotely as necessary and appropriate under the Emergency Telecommuting Policy.

### **DISCUSSION**

Staff has recommended that the Board of Directors proclaim the existence of a local emergency regarding the COVID-19 outbreak during its special meeting on April 14, 2020. Additionally, staff has developed an Emergency Telecommuting Policy for consideration by the Board of Directors. If the policy is approved, staff recommends that the Executive Committee authorize the Executive Director to work remotely as much as practical.

Under this authorization, the Executive Director would still be fully responsible for administering the affairs of the Authority and shall devote his full energies, interests, abilities, and productive time to the performance of his duties and responsibilities under his employment agreement with the Authority.

This authorization for emergency telecommuting would continue until the proclamation of local emergency is terminated by the Board of Directors or such authorization is rescinded by the Executive Committee.

### **FISCAL IMPACT**

None.

E-9



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM NUMBER:** E-9

**TO:** Executive Committee

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

**SUBJECT:** Update on Computer Aided Dispatch System Project with Mark43

**ATTACHMENTS:** None

### **RECOMMENDATION**

Staff recommends that the Executive Committee receive and file this report.

### **DISCUSSION**

Due to the current state of emergency related to the COVID-19 pandemic, progress on drafting a new agreement for the Computer Aided Dispatch ("CAD") System Project with Mark43 has been delayed. However, the vendor has continued its software development work over this past month, and its fully functional Fire CAD is still scheduled for release in July 2020. Additionally, the Authority's project is now at the point where interfaces with third party systems need to be reviewed for accuracy and prioritization. This work will be completed when all relevant stakeholders are available.

Additionally, staff was scheduled to provide an update on this project to the Authority's three (3) Fire Chiefs on March 24, 2020 and begin discussions on fire-specific needs that were previously presented. However, that meeting was canceled due to the pandemic. Once that meeting is rescheduled, after the pandemic subsides, staff anticipates beginning to work with Authority's General Counsel and the project consultant (Cit-Com) to develop a new agreement with Mark43 for the development and implementation of the CAD system. This agreement is now anticipated to be submitted for the Executive Committee's approval by June of 2020.

### **FISCAL IMPACT**

None at this time.

G-1



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM NUMBER:** G-1

**TO:** Executive Committee

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

**SUBJECT:** RATIFICATION OF AN AGREEMENT EXECUTED BY THE EXECUTIVE DIRECTOR AS AN EMERGENCY PURCHASE BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND AMBK INCORPORATED DBA BIO SOCAL FOR ON-CALL AND AS NEEDED BIOHAZARD CLEANING, REMEDIATION AND DISINFECTION SERVICES IN AN AMOUNT NOT TO EXCEED \$100,000; AND

APPROVE A PURCHASE ORDER TO AMBK INCORPORATED DBA BIO SOCAL IN AN AMOUNT NOT TO EXCEED \$100,000 FOR SUCH SERVICES;

**ATTACHMENTS:** 1. Agreement with AMBK Incorporated DBA Bio SoCal

### **RECOMMENDATION**

Staff recommends that the Executive Committee:

1. Ratify the agreement executed by the Executive Director as an Emergency Purchase between the South Bay Regional Public Communications Authority and AMBK Incorporated DBA Bio SoCal ("Bio SoCal") for on-call and as needed biohazard cleaning, remediation and disinfection services in an amount not to exceed \$100,000.
2. Approve a purchase order to Bio SoCal in an amount not to exceed \$100,000.

### **DISCUSSION**

Section 7 (Emergency Procurement) of the Authority's Budgetary Policy (Resolution No. 316) authorizes the Executive Director to make purchases in excess of \$15,000, without competitive bidding, during times when a local emergency is declared by one or more of the Authority's member cities. The Authority's member cities each proclaimed a state of emergency to exist due to COVID-19 on the following dates:



City of Manhattan Beach: March 13, 2020  
City of Hawthorne: March 15, 2020  
City of Gardena: March 16, 2020

***Ratification of Agreement with Bio SoCal***

In order to ensure all appropriate steps are taken to keep the Authority's employees safe and healthy as they continue to work during the COVID-19 outbreak, the Executive Director secured an agreement with Bio SoCal, an infectious disease cleanup specialist that operates throughout Los Angeles and the Southern California area. The vendor's services will be utilized if the Authority's headquarters or remote receive/transmit radio sites need to be disinfected to address COVID-19. The vendor performs all of its work according to the latest guidelines from the CDC, EPA and healthcare officials regarding COVID-19. Additionally, all of the vendor's technicians are certified by the Institute of Inspection Cleaning and Restoration Certification ("IICRC"), and the vendor maintains a Trauma Scene Waste Management Practitioners license issued by the State of California.

The Executive Director determined that it was necessary for the Authority to enter into this agreement to prevent the immediate interruption or cessation of necessary Authority services. Due to the limited number of vendors that provide this type of service and the current pandemic that continues to escalate in the Southern California region, staff was unable to receive quotes or proposals from any additional vendors.

As part of the agreement, the Authority agrees that Bio SoCal will not provide any guarantee that its services or disinfectant application will in fact be effective against the novel COVID-19 or other pathogens due to the following facts:

- A. COVID-19 is a new and emerging strain of coronavirus. The specifics are not fully known by any entity and it is possible that additional COVID-19 second strains or mutations may develop.
- B. Tests to confirm the existence of COVID-19 in an environment, either before or after cleaning, are not available. Tests to confirm that disinfectant products are effective against COVID-19 are similarly unavailable from any authority due to the rapid onset and spread of the virus.
- C. The EPA's Emerging Viral Pathogens Guidelines enable companies to apply a product that may be effective against an emerging virus if the product has demonstrated effectiveness against viruses similar to the emerging virus, such as coronavirus.

Furthermore, the Authority's normal agreement terms and conditions regarding indemnification were not agreeable to the vendor. Under the agreement, the Authority agrees to indemnify, protect, defend and hold harmless Bio SoCal from and against any and all claims, except for claims arising from vendor's gross negligence or willful misconduct.

***Approval of Purchase Order to Bio SoCal in an amount not to exceed \$100,000***

A purchase order to Bio SoCal in an amount not to exceed \$100,000 is requested. Costs associated with disinfecting the entire headquarters facility are estimated to be less than \$30,000. However, due to the emergency circumstances under which this agreement was secured, the vendor has not performed a walk through and/or inspection of the facility and exact pricing will not be determined until services are requested. With \$100,000 in the purchase order, the Authority will have enough purchasing power to request multiple

disinfection services during the COVID-19 pandemic, if necessary.

### **LEGAL REVIEW**

The agreement with Bio SoCal was reviewed and approved as to form by the Authority's General Counsel.

### **FISCAL IMPACT**

Staff has recommended that the Board of Directors appropriate \$200,000 during its special meeting on April 14, 2020 to fund emergency purchases need to address the COVID-19 pandemic. If the funds are appropriated, staff recommends that the Executive Committee approve this request for a blanket purchase order to Bio SoCal.

Additionally, any funds expended under this purchase order will be accounted for using the Authority's disaster accounting codes and will be submitted for reimbursement under state or federal emergency management programs, if allowable.

G-1

Attachment 1

**AGREEMENT BETWEEN THE  
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY Contract  
AND  
AMBK INCORPORATED DBA BIO SOCIAL FOR ON-CALL AND  
AS NEEDED BIOHAZARD CLEANING, REMEDIATION AND  
DISINFECTION SERVICES**

This Professional Services Agreement ("Agreement") is dated 3/25/20 ("Effective Date") and is between the South Bay Regional Public Communications Authority ("Authority"), a Joint Powers Authority, and AMBK Incorporated DBA Bio SoCal a California corporation ("Contractor"). Authority and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

A. Authority desires to utilize the services of Contractor on an on-call as needed basis for biohazard cleaning, remediation and disinfecting services at its headquarters office building and remote receive/transmit radio sites.

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

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

The Parties therefore agree as follows:

**1. Contractor's Services.**

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

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

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

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

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

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

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

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

### **3. Compensation.**

A. Compensation. As full compensation for Services satisfactorily rendered, Authority shall pay Contractor at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Contractor be paid more than \$100,000 (the "Maximum Compensation").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Indemnities.

1) Contractor has provided the Authority with the written documentation it has available regarding the disinfectant products it will be utilizing to perform the agreed upon services and has afforded the Authority every opportunity to conduct its own research of the products being applied and to make its own decisions about the EPA's Emerging Viral Pathogens Guidelines and the Authority is freely and voluntarily requesting Contractor to perform this Work (as that term is defined in the Agreement attached hereto).

The Authority understands, acknowledges, and agrees that Contractor is a Biohazard Remediation company with experience cleaning and decontaminating biohazard contaminants including blood borne pathogens, known infectious bacteria, virus, diseases, and other potentially infectious materials. Pursuant to the EPA's Emerging Viral Pathogens Guidelines, which can be found on its website, Contractor, using its chemical supplies, may be able to apply certain products that may be effective as a decontaminating agent against the novel COVID-19 or "coronavirus" and any such chemical agents utilized by Contractor are being used at the recommendation of the manufacturer providing said chemical agent to Contractor; but the Authority expressly understands and agrees that these disinfecting chemical agents have not been verified through CDC or EAP testing or otherwise proven effective against the novel

COVID-19 virus. As such, Contractor is wholly reliant on the representations and warranties made by the manufacturer providing the decontaminating agent and the Authority expressly agrees to waive any warranty, liability or claim against Contractor as a result of its application of such decontamination agents as provided herein and even if there may be a less expensive alternative to the services being performed available, still requests the Work to be performed by Contractor.

The Authority understands and agrees that Contractor is not making any guarantees or warranties that such products will actually work as a disinfectant against COVID-19 and the Authority is voluntarily retaining Contractor of the Authority's own free will and choice as a prophylactic measure but expressly understands that Contractor is not providing any guarantee that Contractor's services or disinfectant application will in fact be effective against the novel COVID-19 or other pathogens due to the following facts:

- a) COVID-19 is a new and emerging strain of coronavirus. The specifics are not fully known by any entity and it is possible that additional COVID-19 second strains or mutations may develop.
- b) Tests to confirm the existence of COVID-19 in an environment, either before or after cleaning, are not available. Tests to confirm that disinfectant products are effective against COVID-19 are similarly unavailable from any authority due to the rapid onset and spread of the virus.
- c) The EPA's Emerging Viral Pathogens Guidelines enable companies to apply a product that may be effective against an emerging virus if the product has demonstrated effectiveness against viruses similar to the emerging virus, such as coronavirus.

The Authority acknowledges and agrees Contractor is not making any guarantees of success and that even if the work performed does prove to be effective, once the property is again available, new pathogens and contaminants could be swiftly reintroduced and Contractor cannot prevent same. The Authority agrees it is solely responsible for all maintenance and preventative actions in connection with its property. Thus the Authority agrees to waive, release and promise never to assert any claims or causes of action, whether or not now known, against Contractor or its predecessors, successors or past or present subsidiaries, directors, officers, employees, consultants, attorneys, agents, and assigns with respect to any matter, including (without limitation) Contractor's cleaning and disinfectant services or the efficacy such services may have had, including but not limited claims in connections with the application of such cleaning and disinfectant application services and/or as a result of anyone contracting COVID-19 or any other virus and/or any damages that may result including but not limited to death, financial loss, or any other claim after the services performed by Contractor.

The Authority further agrees to indemnify, protect, defend and hold harmless



Contractor from and against any and all claims, including claims of damage to health, losses, damages to property, equipment, or contents on the property where the work is performed, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, Contractor's cleaning and disinfectant application services, except for claims arising from Contractor's gross negligence or willful misconduct, with it expressly understood that the application of disinfection chemicals shall not be deemed to be willful misconduct in any fashion regardless if any damage occurs in which chemical becomes in contact with. If any action or proceeding is brought against Contractor by reason of any of the foregoing matters, the Authority, upon written notice, agrees to defend the same at the Authority's expense by counsel reasonably satisfactory to and chosen by Contractor and the Authority agrees to cooperate with Contractor in such defense. Contractor need not have first paid any such claim in order to be defended or indemnified and all costs will be advanced by the Authority.

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

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

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

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

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

## **9. Insurance.**

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

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

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

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

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

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

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to Authority. Any insurance or self-insurance maintained by

Authority, its officials, officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

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

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

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

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

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

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

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

**10. Mutual Cooperation.**

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

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

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

**12. Termination of Agreement.**

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

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

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



#### **14. Default.**

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

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

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

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

If to Contractor:  
Attn: Alan Cohen  
AMBK Incorporated DBA Bio SoCal  
4607 Lakeview Canyon Rd. #498  
Westlake Village, CA. 91361  
Telephone: 310-773-4599  
Email: Alan@BioSocal.com

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

**17. Prohibition of Assignment and Delegation.** Contractor shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without Authority's prior written consent. Authority's consent to an assignment of rights under this Agreement shall not release Contractor from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and

shall entitle Authority to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Authority:

South Bay Regional Public  
Communications Authority  
a Joint Powers Authority

By: 

Name: ERICK B. LEE  
Title: Executive Director

Contractor:

AMBK Incorporated DBA Bio SoCal  
a California corporation

By: 

Name: ALAN COHEN  
Title: Chief Executive Officer/Owner

APPROVED AS TO FORM:

By: 

Name: JENNIFER PETRUSIS  
Title: General Counsel

ATTEST:

By: 

Name: MELISSA COHEN  
Title: Chief Operating Officer/Owner

## **EXHIBIT A SCOPE OF SERVICES**

At the direction of AUTHORITY, CONTRACTOR shall provide on-call and as-needed biohazard cleaning, remediation, and disinfecting services at its headquarters office building and remote receive/transmit radio sites.

The services shall include, but not be limited to:

- A thorough assessment of the situation and physical space.
- Treating the impacted area using commercial grade pre-moistened biocide towelettes that are approved by the Environmental Protection Agency ("EPA") for coronavirus to wipe down every high-touch hard surface and allow a "dwell time" established according to guidelines from the Center For Disease Control ("CDC") and the American Chemistry Council Center for Biocide Chemistries ("CBC").
- Treating the impacted area using a commercial grade non-corrosive biocide cleaning agent and an electrostatic sprayer, or other supplies and equipment similar in efficacy and result, to "fog" and/or apply the disinfectant to the affected and treatable area, including hard-to-reach surfaces such as underneath chairs and tables.

All work is to be performed according to the latest guidelines from the CDC, EPA and healthcare officials.

All technicians will be certified by the Institute of Inspection Cleaning and Restoration Certification ("IICRC")

CONTRACTOR must maintain the California required Trauma Scene Waste Management Practitioners license.

Upon AUTHORITY's request, CONTRACTOR shall develop a proposal for each engagement for services, including a detailed scope of work, timeline for completion, and associated costs. Upon AUTHORITY's review and approval of the proposal, AUTHORITY shall issue an Individual Project Order ("IPO") subject to the approved fee schedule outlined in Exhibit B.

**EXHIBIT B  
APPROVED FEE SCHEDULE**

Rates for CONTRACTOR's services are as follows:

- \$0.15/cubic foot
- \$250 per hour per technician
- \$100 per Personal Protection Equipment Unit. (PPE) Unit Includes: Biohazard Rated Suit exceeding CDC recommendations, (2) gloves, Respirator, Face Shield and any other necessary PPE.
- No charge for travel time, service charge, or fuel.

AUTHORITY shall compensate CONTRACTOR for the satisfactory performance of the work described in Exhibit A in a total amount not to exceed one hundred thousand dollars (\$100,000), including labor, taxes, and expenses more particularly described in this agreement or an IPO issued by the AUTHORITY.

H-1

**MINUTES OF SPECIAL JOINT MEETING OF  
THE BOARD OF DIRECTORS,  
THE EXECUTIVE COMMITTEE AND USER COMMITTEE**

**MARCH 17, 2020**

**A. CALL TO ORDER**

The Board of Directors, Executive Committee and User Committee convened in a special joint session at 2:03PM on March 17, 2020 by teleconference and in the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

**B. ROLL CALL BY EXECUTIVE DIRECTOR**

Present: Councilmember Haidar Awad, City of Hawthorne  
Councilmember Rodney Tanaka, City of Gardena  
Councilmember Hildy Stern, City of Manhattan Beach  
City Manager Bruce Moe, City of Manhattan Beach  
City Manager Clint Osorio, City of Gardena  
Chief Mike Ishii, Hawthorne Police Department (Alternate for Mr. Shadbehr)  
Chief Derrick Abell, Manhattan Beach Police Department  
Chief Daryn Drum, Manhattan Beach Fire Department

Absent: Chief Mike Saffell, Gardena Police Department

Also Present: Chief Bill Whalen, El Segundo Police Department  
Interim Chief Michael McCrary, Hermosa Beach Police Department  
Lieutenant Landon Phillips, Hermosa Beach Police Department  
Lieutenant Brandon Vanscoy, Culver City Police Department  
Executive Director Erick B. Lee  
Operations Manager Shannon Kauffman  
Administrative Services Manager John Krok  
Finance and Performance Audit Manager Vanessa Alfaro  
Jennifer Petrusis, Richards Watson Gershon  
Diana Chuang Richards Watson Gershon  
Kelsey Laurent, Mark43  
Matt Portanova, Mark43  
Matt Neal, Mark43

**C. PUBLIC DISCUSSION**

None.

**D. GENERAL BUSINESS**

1. Resolution of the Board of Directors Appointing Standby Officers for the Position of Executive Director  
**MOTION:** Councilmember Tanaka moved to approve the Resolution. The motion was seconded by Councilmember Stern and passed by unanimous voice vote.
2. Continuity of Operations Discussion  
There was discussion about screening calls for Fire and Police to ensure HIPAA requirements were not violated. Councilmember Tanaka inquired after government aid to recoup some of unexpected costs. Executive Director Lee indicated the need for emergency proclamation and would need to work with FEMA and the owners' cities.

**E. BOARD OF DIRECTORS, EXECUTIVE AND USER COMMITTEES' COMMENTS**

None.

**F. BOARD OF DIRECTORS AND EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

The item in closed session was not considered.

1. THREAT TO PUBLIC SERVICES OR FACILITIES  
Pursuant to Government Code Section 54957(a)

The Board of Directors and Executive Committee will conduct a closed session with General Counsel on a matter posing a threat to the public's right of access to public services or public facilities related to COVID-19.

**G. ADJOURNMENT**

The meeting adjourned at 2:18PM.

H-2

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

**MARCH 17, 2020**

**A. CALL TO ORDER**

The Executive and User Committees convened in a regular joint session at 2:19PM on March 17, 2020 by teleconference and in the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

**B. ROLL CALL BY EXECUTIVE DIRECTOR**

Present: Councilmember Haidar Awad, City of Hawthorne  
Councilmember Rodney Tanaka, City of Gardena (via teleconference)  
Councilmember Hildy Stern, City of Manhattan Beach (via teleconference)  
City Manager Bruce Moe, City of Manhattan Beach (via teleconference)  
City Manager Clint Osorio, City of Gardena (via teleconference)  
Chief Mike Ishii, Hawthorne Police Department (Alternate for Mr. Shadbehr) (via teleconference)  
Chief Derrick Abell, Manhattan Beach Police Department (via teleconference)  
Chief Daryn Drum, Manhattan Beach Fire Department (via teleconference)

Absent: Chief Mike Saffell, Gardena Police Department

Also Present: Chief Bill Whalen, El Segundo Police Department (via teleconference)  
Interim Chief Michael McCrary, Hermosa Beach Police Department  
Lieutenant Landon Phillips, Hermosa Beach Police Department  
Lieutenant Brandon Vanscoy, Culver City Police Department (via teleconference)  
Executive Director Erick B. Lee  
Operations Manager Shannon Kauffman  
Administrative Services Manager John Krok  
Finance and Performance Audit Manager Vanessa Alfaro  
Jennifer Petrusis, Richards Watson Gershon  
Diana Chuang Richards Watson Gershon (via teleconference)  
Kelsey Laurent, Mark43 (via teleconference)  
Matt Portanova, Mark43 (via teleconference)  
Matt Neal, Mark43 (via teleconference)

**C. PUBLIC DISCUSSION**

None.

**D. BOARD OF DIRECTORS GENERAL BUSINESS**

1. Minutes from January 21, 2020

**MOTION:** Councilmember Tanaka moved to approve the minutes from January 21, 2020. The motion was seconded by Councilmember Awad and passed by unanimous voice vote.

2. Resolution Adopting the Budget for Fiscal Year 2020-2021

Executive Director Lee presented the Fiscal Year 2020-20201 recommended budget.

**MOTION:** Councilmember Tanaka moved to approve the Resolution Adopting the Budget for Fiscal year 2020-2021. The motion was seconded by Councilmember Stern and passed by unanimous voice vote.

3. Special Meeting Dates for 2020



The Board of Directors and Executive Committee established Special Meetings dates of April 14 and September 8, 2020. The regular meeting dates of April 21 and September 15, 2020 will be canceled.

E. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

**MOTION:** Chief Ishii moved to approve the Consent Calendar, Item Numbers 1-4. The motion was seconded by City Manager Osorio and passed by unanimous voice vote.

1. Minutes of the Regular Meeting from February 18, 2020

**APPROVE**

2. Check Register and Budget Transfers – February 2020

**ACCEPT AND APPROVE**

3. Resolution Approving an Amended Position Classification Plan to Facilitate the Administration of Personnel and Repealing Resolution No. 320 and all Amendments thereof

**ACCEPT AND APPROVE**

4. Appropriation of \$25,000 to Fund Services Related to the Phase Two Feasibility Study for the City of Palos Verdes Estates

**APPROVE**

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

None.

G. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Fiscal Year 2018-2019 Annual Financial Report

Executive Director Lee presented the Audited Financial Statements for the Fiscal Year ended June 30, 2019. City Manager Osorio moved to receive and file the report. The motion was seconded by Chief Ishii and was passed by unanimous voice vote.

2. Single Audit and Independent Auditors' Reports for the Year Ended June 30, 2019

Executive Director Lee presented the Single Audit and Independent Auditor's Reports for the year ended June 30, 2019.

**MOTION:** Chief Ishii moved to receive and file the report. The motion was seconded by City Manager Osorio and passed by unanimous voice vote.

3. Proposed Second Amended and Restated Joint Powers Agreement;  
And Proposed Amendment to By-Laws

Executive Director Lee presented the proposed Second Amended and Restated Joint Powers Agreement and proposed amendments to the By-Laws. City Manager Moe recommended that the Treasurer be the City Treasurer of Manhattan Beach. Chief Ishii recommended that the City of Hawthorne be the city in which the Authority is restricted in the exercise of its powers in the same manners as one of its member cities. The Executive Committee directed staff to prepare the appropriate documents for the Board of Directors to consider the Second Amended Joint Powers Agreement and Amendment to By-Laws at a future meeting.

4. Update on Computer Aided Dispatch System Project with Mark43

Executive Director Lee provided an update on the Computer Aided Dispatch System Project with Mark43 representatives, Matt Neal, Kelsey Laurent, and Matt Portanova on the call. On March 24, 2020, staff will provide an update to the Authority's three (3) Fire Chiefs. Based on the outcome of that meeting, staff anticipates beginning to work with Authority's General Counsel and the project consultant (Cit-Com) to develop a new agreement with Mark43 for the development and implementation of the CAD system. This agreement is anticipated to be submitted for the Executive Committee's approval in May or June of 2020.

**MOTION:** City Manager Osorio moved to receive and file the update. The motion was seconded by Chief Ishii and passed by unanimous voice vote.

5. **Proposed Catastrophic Leave Policy**

Executive Director Lee presented the proposed policy. Members of the Executive Committee directed staff to present this policy for approval by the Board of Directors as soon as possible. Chief Ishii and City Manager Osorio also requested that General Counsel advise if the Board of Directors could consider this policy during this joint meeting. General Counsel advised that the Board of Directors could consider this item under Government Code Section 54954.2 and explained the process for consideration.

**MOTION #1:** Councilmember Tanaka moved to determine that there is a need to take immediate action on an item related to the Authority's workforce and that the need for this action came to the attention of the Authority subsequent to the agenda of this meeting being posted as specified in Government Code Section 54954.2 (a). The motion was seconded by Councilmember Stern and passed by unanimous voice vote.

**MOTION #2:** Councilmember Awad moved to approve a resolution adopting the proposed Catastrophic Leave Policy. The motion was seconded by Councilmember Tanaka and passed by unanimous voice vote.

H. **USER COMMITTEE GENERAL BUSINESS**

1. Minutes from Regular Meeting – February 18, 2020

**MOTION:** Chief Abell moved to approve the minutes. The motion was seconded by Chief Drum and passed by unanimous voice vote.

2. Staffing Contingency Plan

This item was not considered by the Committee.

I. **EXECUTIVE DIRECTOR'S REPORT**

Executive Director Lee provided updates on recruitment, the Manhattan Beach Water Tower Radio Site, and the recent UASI Grant Monitoring Visit by the City of Los Angeles.

J. **BOARD OF DIRECTORS, EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

None.

K. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

At 3:04PM, the Executive Committee entered into a closed session to discuss the following items.

1. CONFERENCE WITH LABOR NEGOTIATOR  
Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Liebert Cassidy Whitmore & Executive Director  
**Employee Organization: Teamsters Local 911**

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Liebert Cassidy Whitmore & Executive Director  
**Employee Organization: Communication Workers of America**

3. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Liebert Cassidy Whitmore & Executive Director  
**Employee Organization: Management and Confidential Employees**

The meeting returned to open session at 3:12PM with no action taken in closed session.

L. **ADJOURNMENT**

The meeting adjourned at 3:12PM.

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# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 14, 2020

**ITEM:** I

**TO:** Board of Directors, Executive Committee, and User Committee

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

**SUBJECT:** EXECUTIVE DIRECTOR'S REPORT

**ATTACHMENTS:** None

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

- Recruitment of Communications Operators
- Manhattan Beach Water Tower Radio Site
- Phase Two Feasibility Study for the City of Palos Verdes Estates
- National Public Safety Telecommunicators Week