

REGULAR MEETING OF THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE

TUESDAY, NOVEMBER 17, 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 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 EXECUTIVE COMMITTEE, AND/OR USER COMMITTEE BY JOINING:

Link: <https://us02web.zoom.us/j/83479184512?pwd=UFI5WDBOZys0TXhBRkl2SGtlajdYUT09>

Meeting ID: 834 7918 4512

Access Code: 256183

A. CALL TO ORDER

B. ROLL CALL

1. Executive Committee
2. User Committee

C. PUBLIC DISCUSSION

In the interest of maintaining appropriate social distancing, members of the Executive Committee, User Committee, and staff will participate in this meeting via teleconference. The Authority encourages the public to participate by using one of the following options for public comments:

Email your public comment to cchoi@rcc911.org by 7:30 AM, the day of the meeting to have your comment available to Executive Committee and the public.

Call (310) 973-1802 ext.100 and leave a message by 7:30 AM, the day of the meeting.

All of your comments provided by the deadlines above will be available to the Executive Committee, User Committee, and the public prior to the meeting.

In addition, you may participate by joining Zoom during the meeting by using the link above and using the "raise hand" button or entering *9 on the phone's dial pad if you would like to make a comment.

D. EXECUTIVE COMMITTEE CONSENT CALENDAR

1. Minutes from October 20, 2020
APPROVE
2. Check Register - October 2020
RECEIVE AND FILE
3. Cash & Investments Report/September 30, 2020
RECEIVE AND FILE
4. Ratification of an Emergency Purchase from Rick's Gate Works, Inc. for Gate Repair Services
APPROVE

E. ITEMS TO REMOVE FROM 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 schedule@rcc911.org prior to the meeting for assistance.

F. EXECUTIVE COMMITTEE GENERAL BUSINESS

1. Side Letter Agreement Amending the July 1, 2017 to December 31, 2020 Memorandum of Understanding with the California Teamsters Public, Professional and Medical Employees Union Local 911
APPROVE
2. Side Letter Agreement Amending the July 1, 2017 to December 31, 2020 Memorandum of Understanding with the Communication Workers of America
APPROVE
3. Public Employment Position, Acting Executive Director

G. USER COMMITTEE GENERAL BUSINESS

1. Minutes from October 20, 2020
APPROVE

H. ACTING EXECUTIVE DIRECTOR'S REPORT

I. EXECUTIVE AND USER COMMITTEES' COMMENTS

J. EXECUTIVE COMMITTEE CLOSED SESSION AGENDA

1. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: John Krok, Acting Executive Director
Employee Organization: The California Teamsters Public, Professional and Medical Employees Union Local 911
2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: John Krok, Acting Executive Director
Employee Organization: The Communication Workers of America
3. PUBLIC EMPLOYMENT
Pursuant to Government Code Section 54957(b)(1)
Title: Executive Director

K. ADJOURNMENT

Posting Date/Time: November 12, 2020 4:30PM

Signature:



John Krok, Acting Executive Director

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

OCTOBER 20, 2020

A. CALL TO ORDER

The Executive and User Committees convened in a regular joint session at 2:02PM on October 20, 2020 by teleconference.

B. ROLL CALL BY ACTING EXECUTIVE DIRECTOR

Present: City Manager Bruce Moe, City of Manhattan Beach
City Manager Clint Osorio, City of Gardena
City Manager Erick Lee, City of Hawthorne
Chief Mike Ishii, Hawthorne Police Department
Chief Mike Saffell, Gardena Police Department
Chief Derrick Abell, Manhattan Beach Police Department

Also Present: Chief Bill Whalen, El Segundo Police Department
Chief Chris Donovan, El Segundo Fire Department
Acting Executive Director John Krok
Operations Manager Shannon Kauffman
Finance & Performance Audit Manager Vanessa Alfaro
Jennifer Petrusis, Richards Watson Gershon
Lisa Jenkins, Manhattan Beach Human Resources

C. PUBLIC DISCUSSION

None.

D. EXECUTIVE COMMITTEE CONSENT CALENDAR

MOTION: City Manager Moe moved to approve Consent Calendar, Items 1-3. City Manager Osorio seconded the motion and passed by unanimous voice vote.

1. Minutes from September 8, 2020, Special Meeting
APPROVE
2. Check Register and Budget Transfers - September 2020
RECEIVE AND FILE
3. Budget Performance Report – FY 2020/21 Q1
APPROVE

E. ITEMS TO REMOVE FROM CONSENT CALENDAR

None.

F. EXECUTIVE COMMITTEE GENERAL BUSINESS

1. Phase Two: Feasibility Study for the Consideration of Public Safety Dispatching Services for the City of Palos Verdes Estates
APPROVE

Acting Executive Director Krok reported on the Phase 2 Feasibility Study with the City of Palos Verdes Estates. City Manager Lee would like to include the shared cost model even if there is no current viable city for shared dispatching. He also added to firm up the financials to outline the real costs by distinguishing between the necessary and preferred equipment options.

MOTION: City Manager Moe moved to approve with the amended section and to have final review by Chair Lee. The motion was seconded by City Manager Osorio and passed by unanimous voice

vote.

G. USER COMMITTEE GENERAL BUSINESS

1. Minutes from September 8, 2020, Special Meeting
APPROVE

MOTION: Chief Saffell moved to approve the minutes from September 8, 2020. The motion was seconded by Chief Abell and passed by voice vote.

G. ACTING EXECUTIVE DIRECTOR'S REPORT

Acting Executive Director reported on recruitment of communications operators, Continuity of Operations during COVID-19 Pandemic, second amended and restated Joint Powers Agreement, and Mark43 CAD.

H. EXECUTIVE AND USER COMMITTEES' COMMENTS

City Manager Lee inquired after the side letters for Teamsters and CWA to confirm expiration date of January 1, 2021.

I. EXECUTIVE COMMITTEE CLOSED SESSION AGENDA

At 2:21PM The Executive Committee went into closed session to discuss the following item:

1. PUBLIC EMPLOYMENT
Pursuant to Government Code Section 54957(b)(1)
Title: Executive Director Recruitment

The Executive Committee returned from closed session at 2:42PM with no actions taken.

K. ADJOURNMENT

The meeting adjourned at 2:42PM.

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Check Register FY 2020-21

October 2020

<u>Accounts Payable Check Issued Date</u>	<u>Total Check Amount</u>	<u>Notes</u>
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October 2, 2020	\$40,279.26	
October 9, 2020	\$104,809.10	
October 16, 2020	\$138,641.42	
October 23, 2020	\$104,942.16	
October 30, 2020	\$34,437.20	

Accounts Payable Total	\$423,109.14	
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<u>Payroll Checks Issued Date</u>	
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October 9, 2020	\$166,815.84
October 23, 2020	\$164,286.30

Payroll Total	\$331,102.14
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Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1774	10/2/2020	00012	CALIFORNIA WATER SERVICE4675328235	9/17/2020	WATER SERV HQ/ 8/18/20 - 9/	246.42	
			5550731926	9/29/2020	FIRE PROTECTION SERVICE,	81.08	327.50
1775	10/2/2020	00069	SOUTHERN CALIFORNIA EDIS2-23-553-5986	9/16/2020	ELEC SERV 8/4/20 - 9/10/20	13,182.14	
			2-03-672-6511	9/19/2020	ELEC SERV PUNTA/ 8/19/20 -	870.42	14,052.56
55322	10/2/2020	00868	ALFARO, VANESSA 092920	9/29/2020	COVID-19: CELL PHONE REIM	42.00	42.00
55323	10/2/2020	00017	CHEM PRO LABORATORY, IN666937	9/23/2020	WATER TREATMENT SERVIC	86.50	86.50
55324	10/2/2020	00813	CHOI, CLARA 092920	9/29/2020	COVID-19: CELL PHONE REIM	153.60	153.60
55325	10/2/2020	00528	CONTINENTAL COMPUTERS/ 186715	9/16/2020	FORTINENT FIREWALL SERV	8,645.00	8,645.00
55326	10/2/2020	00008	FEDERAL SIGNAL CORP 7580727	9/21/2020	FEDERAL SIGNAL CORP BILL	625.00	
			7585655	9/25/2020	FEDERAL SIGNAL CORP BILL	227.10	852.10
55327	10/2/2020	00027	HAVIS INC. SIN108226	8/25/2020	HAVIS INC. BILLABLE PARTS	922.62	
			SIN110236	9/15/2020	HAVIS INC. BILLABLE PARTS	675.82	1,598.44
55328	10/2/2020	00148	HAWTHORNE, CITY OF IT-20-03-01	9/28/2020	LASD MONTHLY DATA CONNI	689.39	689.39
55329	10/2/2020	00442	LAWSON PRODUCTS, INC. 9307889371	9/22/2020	LAWSON PRODUCS INC BILL	693.30	693.30
55330	10/2/2020	00047	MOTOROLA SOLUTIONS, INC 8281019091	9/8/2020	MOTOROLA SOLUTIONS INC	504.83	504.83
55331	10/2/2020	00577	NEW LOOK AUTO DETAIL 1913	8/26/2020	VEHICLE MAINTENANCE	105.00	
			1973	9/22/2020	VEHICLE MAINTENANCE	105.00	210.00
55332	10/2/2020	00926	PONCE DE LEON, BROOKE 100220	10/2/2020	COVID-19: CELL PHONE REIM	37.82	37.82
55333	10/2/2020	00818	RICHARDS,WATSON & GERSI228594	9/23/2020	GENERAL COUNSEL AND LE	4,977.16	4,977.16
55334	10/2/2020	00801	RICK'S GATE WORKS, INC. 245792	9/3/2020	GATE INSPECTION AND ADJL	171.43	171.43
55335	10/2/2020	00145	SETINA MFG CO INC 211447	9/11/2020	SETINA MANUFACTURING CO	2,788.40	2,788.40
55336	10/2/2020	00150	WATTCO 55728-03	9/18/2020	WATTCO BILLABLE PARTS	94.20	94.20
55337	10/2/2020	00436	WEST-LITE SUPPLY COMPAN70579C	9/14/2020	HQ MAINTENANCE - LIGHTS	211.71	211.71
55338	10/2/2020	00063	WHELEN ENGINEERING CO., 781839	9/18/2020	WHELEN ENGINEERING CO I	4,000.44	
			781989	9/18/2020	WHELEN ENGINEERING CO I	142.88	4,143.32
Sub total for UNION BANK:							40,279.26

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
20184	10/6/2020	00696	GUARDIAN	533654-10	9/22/2020	GUARDIAN - DENTAL,VISION,	6,332.73	6,332.73
20185	10/9/2020	00219	INTERNAL REVENUE SERVICE	Ben30920	10/9/2020	FEDERAL WITHHOLDING TAX	29,292.80	29,292.80
20186	10/9/2020	00223	EMPLOYMENT DEVEL DEPT	Ben30924	10/9/2020	STATE DISABILITY INSURANC	12,713.73	12,713.73
20187	10/9/2020	00222	STATE DISBURSEMENT UNIT	Ben30928	10/9/2020	SUPPORT: PAYMENT	184.62	184.62
20188	10/9/2020	00058	CALPERS	Ben30922	10/9/2020	PERS RETIREMENT: PAYMEN	39,173.81	39,173.81
20189	10/9/2020	00221	ICMA RETIREMENT TRUST	Ben30926	10/9/2020	DEFERRED COMPENSATION	14,843.44	14,843.44
55339	10/9/2020	00217	CALIFORNIA TEAMSTERS UN	Ben30916	10/9/2020	UNION DUES TEAMSTERS: P	2,010.00	2,010.00
55340	10/9/2020	00218	CWA LOCAL 9400	Ben30918	10/9/2020	UNION DUES CWA: PAYMENT	257.97	257.97
Sub total for UNION BANK:							104,809.10	

Final Check List
South Bay Regional PCA

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1776	10/16/2020	00651	FRONTIER	209-188-0077-04	10/1/2020	PHONE SERVICE 9/1/20 - 9/30	348.27
1777	10/16/2020	00621	FIRST BANKCARD				348.27
		00637	SAFE MART, THE	192127	9/22/2020	CCPD KEYS	1,736.44
		00866	GOVT TAX SEMINARS	42249856297	9/24/2020	ANNUAL TAX UPDATE WEBIN	395.00
		00945	WESTERN CITY MAGAZINE	00319457	9/24/2020	RECRUITMENT	300.00
		00610	DIRECTV	37741360067	9/5/2020	CABLE SERVICE	224.71
		00501	ULINE	41007067	9/2/2020	JANITORIAL SUPPLIES	210.47
		00466	AMAZON MARKETPLACE	114-5121151-07	9/25/2020	JANITORIAL SUPPLIES	143.25
		00199	GOVT FINANCE OFFICERS AS	2980700	9/24/2020	ANNUAL GAAP UPDATE WEB	135.00
		00466	AMAZON MARKETPLACE	112-4189616-81	9/22/2020	GENERAL TECH SUPPLIES	129.05
		00892	KIKES GENERAL AUTO REPAIR	090320	9/3/2020	VEHICLE INSPECTION REPO	120.00
		00600	CHEVRON G&M #186	873772958	9/14/2020	FUEL - VAN	100.00
		00946	MORONGO TRAVEL CENTER	2386883	9/28/2020	FUEL - TRUCK	93.25
		00761	BOX	INV08285678	9/23/2020	SOFTWARE SERVICES	90.00
		00466	AMAZON MARKETPLACE	111-1345752-24	9/21/2020	OFFICE EQUIPMENT	77.16
		00087	LIEBERT CASSIDY & WHITMO	12603	9/22/2020	TRAINING	75.00
		00466	AMAZON MARKETPLACE	111-1360415-51	9/8/2020	JANITORIAL SUPPLIES	73.36
		00466	AMAZON MARKETPLACE	114-3485039-24	9/22/2020	JANITORIAL SUPPLIES	70.49
		00523	CALIFORNIA CHAMBER OF COM	11464816	9/22/2020	TRAINING	70.38
		00035	HOME DEPOT CREDIT SERVICE	0620 0054 5436	8/27/2020	GENERAL TECH SUPPLIES	68.52
		00795	MEDIA TEMPLE	324775-26	9/23/2020	MONTHLY WEBSITE HOSTING	55.00
		00466	AMAZON MARKETPLACE	111-0785207-71	9/15/2020	OFFICE SUPPLIES	47.06
		00466	AMAZON MARKETPLACE	114-5696365-86	9/24/2020	GENERAL TECH SUPPLIES	46.30
		00466	AMAZON MARKETPLACE	111-5633501-73	9/9/2020	COVID-19: OFFICE SUPPLIES	45.71
		00466	AMAZON MARKETPLACE	112-3731950-03	9/6/2020	JANITORIAL SUPPLIES	44.59
		00466	AMAZON MARKETPLACE	111-6837303-64	9/25/2020	JANITORIAL SUPPLIES	41.88
		00523	CALIFORNIA CHAMBER OF COM	11464915	9/22/2020	TRAINING	35.19
		00466	AMAZON MARKETPLACE	113-8651971-12	9/7/2020	JANITORIAL SUPPLIES	31.27
		00466	AMAZON MARKETPLACE	111-7604989-16	9/24/2020	COVID-19: JANITORIAL SUPP	26.85
		00466	AMAZON MARKETPLACE	113-5477378-92	10/13/2020	PERSONAL CHARGE BY SHA	20.81
		00466	AMAZON MARKETPLACE	114-8737533-79	9/22/2020	JANITORIAL SUPPLIES	19.80
		00826	LA TIMES	100120	9/9/2020	LA TIMES MONTHLY SUBSCR	15.96
		00466	AMAZON MARKETPLACE	112-4529139-07	9/22/2020	GENERAL TECH SUPPLIES	7.60
		00466	AMAZON MARKETPLACE	111-6993491-45	9/17/2020	OFFICE SUPPLIES	6.60
							4,556.70

Bank : union UNION BANK

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Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
1778	10/16/2020	00069	SOUTHERN CALIFORNIA EDI	2-19-337-1549	10/8/2020	ELEC SERV GRANDVIEW/ 8/3	210.90	210.90
20190	10/10/2020	00058	CALPERS	1000000161808	9/14/2020	HEALTH PREMIUMS - OCTOB	59,529.02	59,529.02
55341	10/16/2020	00297	AT&T, ATT CALNET	000015415663	10/3/2020	PHONE SERVICE 9/03/20-10/0	450.31	450.31
55342	10/16/2020	00064	AT&T, ATT PAYMENT CENTER	960 461-1623 55	10/1/2020	PHONE SERVICE 09/01/2020-	3,669.08	3,669.08
55343	10/16/2020	00014	CDW GOVERNMENT, INC.	2298574	10/2/2020	CDW-G BILLABLE PARTS	6,752.81	
				2599611	10/9/2020	CDW-G BILLABLE PARTS	1,978.99	8,731.80
55344	10/16/2020	00225	COMMLINE INC	0248273-IN	9/29/2020	OUTSIDE TECH SERVICES	15,000.00	15,000.00
55345	10/16/2020	00078	COX, CHRISTOPHER	101620	10/16/2020	RETIREE MED PREM/NOV 20	740.78	740.78
55346	10/16/2020	00879	CROWN CASTLE	686968	10/1/2020	REDUNDANT INTERNET SER	1,100.00	1,100.00
55347	10/16/2020	00008	FEDERAL SIGNAL CORP	7592021	10/5/2020	FEDERAL SIGNAL CORP BILL	2,721.00	2,721.00
55348	10/16/2020	00651	FRONTIER	Y002Z665-S-202	10/5/2020	PHONE SERV 10/05/20-11/04/	51.80	51.80
55349	10/16/2020	00070	GAS COMPANY, THE	059 194 8982 2	10/2/2020	GAS SERVICE HQ/ 8/28/20-9/3	670.24	670.24
55350	10/16/2020	00322	GEOSPATIAL TECHNOLOGIES	17712	9/3/2020	SOFTWARE MAINTENANCE S	13,173.00	13,173.00
55351	10/16/2020	00027	HAVIS INC.	SIN113280	10/9/2020	HAVIS INC. BILLABLE PARTS	191.76	191.76
55352	10/16/2020	00799	LA UNIFORMS & TAILORING	6470	9/16/2020	UNIFORMS FOR COMMUNIC/	188.31	
				6379	9/8/2020	UNIFORMS FOR COMMUNIC/	171.77	
				6603	9/28/2020	UNIFORMS FOR COMMUNIC/	171.77	531.85
55353	10/16/2020	00671	MARC R. COHEN, MD	EMSMD-14	9/30/2020	MEDICAL DIRECTOR SERVIC	2,541.67	2,541.67
55354	10/16/2020	00116	MEADORS, LATANYA	101620	10/16/2020	RETIREE MED PREM/NOV 20	476.43	476.43
55355	10/16/2020	00331	MITSUBISHI ELECTRIC INC	384711	10/1/2020	HQ MAINTENANCE - ELEVATC	677.04	677.04
55356	10/16/2020	00060	RIVERA, JOSE	101620	10/16/2020	RETIREE MED PREM/NOV 20	520.89	520.89
55357	10/16/2020	00045	SF MOBILE VISION, INC, COB	34023	9/10/2020	VEHICLE OUTFITTING PARTS	1,138.06	1,138.06
55358	10/16/2020	00273	SHAW, LILLIAN	101620	10/16/2020	RETIREE MED PREM/NOV 20	438.83	438.83
55359	10/16/2020	00824	SMART JANITORIAL, COMPLE	13310	10/1/2020	HQ MAINTENANCE	3,585.00	
				13311	10/1/2020	HQ MAINTENANCE	1,890.00	5,475.00
55360	10/16/2020	00803	SPARKLETTS	18193479 10022	10/2/2020	WATER FILTERATION SYSTEI	40.00	40.00
55361	10/16/2020	00460	SPECTRUM BUSINESS	1133787100420	10/4/2020	COMMUNICATION CONTRAC	1,900.00	1,900.00
55362	10/16/2020	00302	SPRINT	155018370-108	9/29/2020	DAC CHARGES/8-26 TO 9-25-	3,527.93	
				107177860-113	9/27/2020	WIRELESS MODEMS/8-24 TO	85.98	3,613.91
55363	10/16/2020	00126	STEVENS, DEBORAH	101620	10/16/2020	RETIREE MED PREM/NOV 20	608.75	608.75
55364	10/16/2020	00034	STEVENS, GARY	101620	10/16/2020	RETIREE MED PREM/NOV 20	606.50	606.50

Bank : union UNION BANK		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
55365	10/16/2020	00171	VERIZON WIRELESS	9863515321	9/23/2020	GPD DAC CHARGES/ 8/24/20-	2,736.10	
				9830795110	5/23/2019	GPD DAC CHARGES/ 4/24/19-	2,573.24	
				9863438769V	9/23/2020	MODEM SVC. MBPD/ 8/24/20-	1,026.51	
				9863454459	9/23/2020	DAC CHARGES HPD/ 8/24/20-	385.46	
				9863100490	9/18/2020	CELL PH. CHGS: 8/19/20-9/18,	337.63	
				9863438770	9/23/2020	MODEM SVC. MBPD/ 8/24/20-	38.01	7,096.95
55366	10/16/2020	00150	WATTCO	55728-04	9/30/2020	WATTCO BILLABLE PARTS	499.20	499.20
55367	10/16/2020	00063	WHELEN ENGINEERING CO.,	788832	10/5/2020	WHELEN ENGINEERING CO E	225.57	
				789538	10/6/2020	WHELEN ENGINEERING CO E	62.84	288.41
55368	10/16/2020	00735	XEROX FINANCIAL SERVICES	2314949	10/10/2020	MONTHLY LEASE - BLACK & N	1,043.27	1,043.27
Sub total for UNION BANK:							138,641.42	

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
20191	10/23/2020	00219	INTERNAL REVENUE SERVICE	Ben31016	10/23/2020	FEDERAL WITHHOLDING TAX	32,209.07	32,209.07
20192	10/23/2020	00223	EMPLOYMENT DEVEL DEPT	Ben31020	10/23/2020	STATE DISABILITY INSURANC	12,595.16	12,595.16
20193	10/23/2020	00222	STATE DISBURSEMENT UNIT	Ben31024	10/23/2020	SUPPORT: PAYMENT	184.62	184.62
20194	10/23/2020	00058	CALPERS	Ben31018	10/23/2020	PERS RETIREMENT: PAYMEN	39,244.99	39,244.99
20195	10/23/2020	00221	ICMA RETIREMENT TRUST	Ben31022	10/23/2020	DEFERRED COMPENSATION	14,828.89	14,828.89
55369	10/23/2020	00002	AFLAC	Ben31010	10/23/2020	AFLAC INSURANCE: PAYMEN	3,611.46	3,611.46
55370	10/23/2020	00217	CALIFORNIA TEAMSTERS UN	Ben31012	10/23/2020	UNION DUES TEAMSTERS: P	2,010.00	2,010.00
55371	10/23/2020	00218	CWA LOCAL 9400	Ben31014	10/23/2020	UNION DUES CWA: PAYMENT	257.97	257.97
Sub total for UNION BANK:							104,942.16	

Bank : union UNION BANK

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
1779	10/26/2020	00411	PITNEY BOWES	8000-9090-0888	9/1/2020 POSTAGE METER REFILL PM	370.99	370.99
1780	10/30/2020	00073	STATE BOARD OF EQUALIZAT	012-6555960	10/30/2020 SALES & USE TAX PMT WITH	5,945.00	5,945.00
1781	10/30/2020	00012	CALIFORNIA WATER SERVICE	4675328235	10/16/2020 WATER SERV HQ/ 9/16/20 - 10	137.45	137.45
1782	10/30/2020	00069	SOUTHERN CALIFORNIA EDI	2-23-553-5986	10/16/2020 ELEC SERV 9/2/20 - 10/12/20	12,165.10	
				2-03-672-6511	10/21/2020 ELEC SERV PUNTA/ 9/19/20 -	842.04	13,007.14
55372	10/30/2020	00297	AT&T, ATT CALNET	00015461585	10/13/2020 PHONE SERV 9/13/20-10/12/2	2,713.51	
				000015468785	10/13/2020 PHONE SERVICE 9/13/20-10/1	270.52	
				000015465721	10/13/2020 PHONE SERV 9/13/20-10/12/2	107.15	3,091.18
55373	10/30/2020	00014	CDW GOVERNMENT, INC.	2706947	10/12/2020 CDW-G BILLABLE PARTS	2,149.88	2,149.88
55374	10/30/2020	00017	CHEM PRO LABORATORY, IN	668040	10/23/2020 WATER TREATMENT SERVIC	86.50	86.50
55375	10/30/2020	00226	DEPT OF INDUSTRIAL RELATIE	1749649 MR	10/16/2020 ELEVATOR INSPECTION, RE/	225.00	
				E 1749650 MR	10/16/2020 ELEVATOR INSPECTION, FRC	225.00	450.00
55376	10/30/2020	00148	HAWTHORNE, CITY OF	2103-002001	10/27/2020 LASD MONTHLY DATA CONNI	689.39	689.39
55377	10/30/2020	00798	HYDREX PEST CONTROL	348206	10/15/2020 HQ MAINTENANCE - PEST CC	75.00	
				348831	10/15/2020 HQ MAINTENANCE - PEST CC	59.00	134.00
55378	10/30/2020	00087	LIEBERT CASSIDY & WHITMO	1507899	9/30/2020 LEGAL SERVICES	2,511.00	2,511.00
55379	10/30/2020	00141	POWERPHONE INC	69168	9/3/2020 EMERGENCY MEDICAL DISP/	1,197.00	
				69176	9/3/2020 EMERGENCY MEDICAL DISP/	645.00	1,842.00
55380	10/30/2020	00818	RICHARDS,WATSON & GERS	229012	10/27/2020 GENERAL COUNSEL AND LE	864.00	864.00
55381	10/30/2020	00801	RICK'S GATE WORKS, INC.	246016	9/28/2020 GATE INSPECTION AND ADJL	171.43	171.43
55382	10/30/2020	00171	VERIZON WIRELESS	9865191111	10/18/2020 CELL PH. CHGS: 9/19/20-10/1	314.25	
				9830719962	5/23/2019 MODEM SVC. MBPD/ 4/24/19-	38.01	352.26
Sub total for UNION BANK:							31,802.22

Bank : union UNION BANK

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
55383	10/30/2020	00148	HAWTHORNE, CITY OF	Ref000031047	10/28/2020 Refund receipt #: 001575	2,634.98	2,634.98
Sub total for UNION BANK:							2,634.98

D-3



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 17, 2020

ITEM NUMBER: D-3

TO: Executive Committee

COPY TO: Tim Lilligren, Treasurer

FROM: Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: Cash & Investments Report/September 30, 2020

ATTACHMENTS:

1. Cash & Investments Report for September 30, 2020
2. LAIF Month End Statement for September 30, 2020
3. PMIA Performance Report as of September 30, 2020

RECOMMENDATION

Staff recommends the Executive Committee receive and file the Cash & Investments Report for September 30, 2020.

BACKGROUND

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

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

DISCUSSION

Staff has completed the bank reconciliation for September 30, 2020. Attached is the Cash & Investments Report for the period.

All idle cash of the Authority is invested 100% with the State's Local Agency Investment Fund (LAIF). This complies with the Statement of Investment Policy. LAIF's monthly performance exhibits a decrease from the monthly average yields in 2019.

FISCAL IMPACT

None.

D-3

Attachment 1



Cash and Investments Report As of September 30, 2020

Funding Source	Bank Balance	Deposits in Transit	Outstanding Checks	Book Balance
<u>Active Accounts</u>				
MUFG Union Bank (General/Payroll)	\$ 1,158,933.49		\$ (9,233.43)	\$ 1,149,700.06
<u>Investments</u>				
LAIF	\$ 5,987,763.51	\$ -	\$ -	\$ 5,987,763.51
Total Investments	\$ 5,987,763.51	\$ -	\$ -	\$ 5,987,763.51
<u>Other Cash on Hand</u>				
Petty Cash	\$ -	\$ -	\$ -	\$ 500.00
				\$ 500.00
Total Cash & Investments				\$ 7,137,963.57
<u>Breakdown of cash by fund:</u>				
Fund 10 (Enterprise Fund)				\$ 5,882,810.57
Fund 30 (Enterprise Fund)				\$ 1,255,153.00
Fund 20 (SHSGP Grant Fund)				-
Total				\$ 7,137,963.57

D-3

Attachment 2

California State Treasurer

Fiona Ma, CPA



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

October 08, 2020

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

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

[Tran Type Definitions](#)

Account Number: 15-19-001

September 2020 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
9/10/2020	9/10/2020	RW	1653887	1614012	VANESSA ALFARO	550,000 00
9/30/2020	9/30/2020	RD	1655091	1615214	VANESSA ALFARO	750,000.00

Account Summary

Total Deposit	750,000 00	Beginning Balance	5,787,763 51
Total Withdrawal:	-550,000.00	Ending Balance:	5,987,763.51

D-3

Attachment 3



PMIA/LAIF Performance Report as of 11/04/20



PMIA Average Monthly Effective Yields⁽¹⁾

Oct	0.620
Sep	0.685
Aug	0.784

Quarterly Performance Quarter Ended 09/30/20

LAIF Apportionment Rate ⁽²⁾ :	0.84
LAIF Earnings Ratio ⁽²⁾ :	0.00002309407394024
LAIF Fair Value Factor ⁽¹⁾ :	1.004114534
PMIA Daily ⁽¹⁾ :	0.65%
PMIA Quarter to Date ⁽¹⁾ :	0.80%
PMIA Average Life ⁽¹⁾ :	169

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 09/30/20 \$109.2 billion

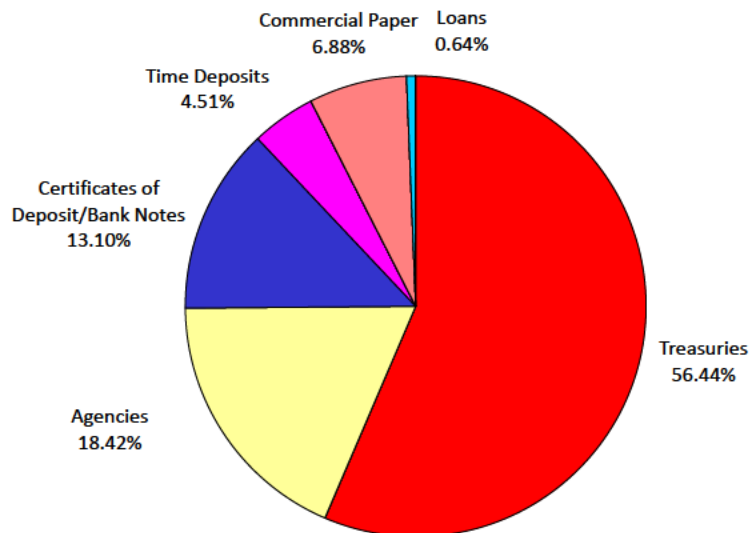


Chart does not include 0.01% of mortgages. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

D-4



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 17, 2020

ITEM NUMBER: D-4

TO: Executive Committee

FROM: John Krok, Acting Executive Director *JK*

SUBJECT: RATIFICATION OF AN EMERGENCY PURCHASE FROM RICK'S GATE WORKS, INC. FOR GATE REPAIR SERVICES.

ATTACHMENTS: 1. Invoice and Payments

RECOMMENDATION

Staff recommends the Executive Committee ratify the emergency purchase of gate repair services in the amount of \$6,593.00.

BACKGROUND

Under the Authority's Purchasing Policy (Resolution No. 316), Section 7.D, the Executive Director is authorized to make an emergency purchase exceeding five thousand dollars (\$5,000.00) by use of the Authority's credit card due to practicality or a vendor's refusal to accept Authority purchase orders, subject to presentation of the purchase to the Executive Committee for ratification within sixty (60) days.

"Emergency purchases" are those procurements required to prevent the immediate interruption or cessation of necessary Authority services or to safeguard life, property, or the public health and welfare.

DISCUSSION

On Thursday, October 29, 2020, the Authority's northwest parking lot gate failed. Due to safety concerns, a gate repair company was immediately called out for inspection and repair. The vendor identified motor failure as the cause and provided an estimate for parts and labor, for which a two thousand-dollar (\$2,000) deposit was required prior to beginning work. The Acting Executive Director authorized staff to use the Authority credit card for the deposit to begin work immediately, with the balance paid by check upon completion of the work.

FISCAL IMPACT

None.

D-4

Attachment 1

Rick's Gate Works, Inc.

8910 Independence Ave.

Canoga Park, CA 91304

(818) 993-1989 • (323) 873-6374 • (310) 278-3309

FAX (818) 407-0748 • WWW.RICKSGATEWORKS.COM

Proposal and Contract

DATE	October 29, 2020	Page # Two of Two	
		Est. # RH.20.10.051 - 246839	
PURCHASER	RCC	JOB NAME	
ADDRESS	4440 W. Broadway	JOB ADDRESS	Same
CITY	Hawthorne, CA 90250	CITY	
PHONE	David: (310) 466-2154	PHONE	

We submit for your consideration the following proposal, subject to the terms and conditions hereinafter set forth, with respect to the furnishing and installation of the items specified.

One year **WARRANTY**, parts and labor, excluding vandalism, misuse or vehicle damage. Warranty work will be performed during normal business hours only and will not be performed during Emergency Service hours.

The gate operator is warranted by the manufacturer for seven years under residential use or five years under commercial use (parts only), and by RGW for one year for labor.

Warranty is limited to work performed and parts installed, and does not extend to existing portions of the gate system. Warranty does not cover problems caused by tampering, abuse, vandalism, negligence, water or vehicle damage, or operator or gate conditions that are causing your gate to malfunction.

Utilize existing gate(s), pad(s), electrical power and control conduits and wires, loops and detectors, external controls and wiring.

*****APPROVED ESTIMATE PROCEDURE*****

Please sign and mail/FAX a copy of this estimate. Please discuss any arrangements regarding our payment procedure, with a Rick's Gate Works representative. (Please note that all jobs with a total amount exceeding \$1,000.00-require a 1/3rd deposit.

**SIGN AND RETURN VIA FAX (818) 407-0748
ATTENTION - RICK, SERVICE / SALES**

Rick's Gate Works, Inc. and/or any subsidiaries thereof, including its employees, does not imply nor is it our intent to provide security and/or protect users of said systems from property loss, personal injury or death.

**TOTAL: DEPOSIT REQUIRED ON ACCEPTANCE & BALANCE DUE ON COMPLETION
SIX THOUSAND FIVE HUNDRED NINETY-THREE DOLLARS/, \$6,593.00**

PURCHASER

Submitted by:

Print

Name:

Rick's Gate Works, Inc.

Contractors License # C-61 496624

2

Signature:

Date:

10-29-2020

Rick's Gate Works, Inc.

8910 Independence Ave.
Canoga Park, CA 91304

(818) 993-1989 • (323) 873-6374 • (310) 278-3309
FAX (818) 407-0748 • WWW.RICKSGATEWORKS.COM

Proposal and Contract

DATE	October 29, 2020	Page # One of Two
		Est. # RH.20.10.051 - 246839
PURCHASER	RCC	JOB NAME
ADDRESS	4440 w. Broadway	Same
CITY	Hawthorne, CA 90250	JOB ADDRESS
PHONE	David: (310) 466-2154	CITY
		PHONE

We submit for your consideration the following proposal, subject to the terms and conditions hereinafter set forth, with respect to the furnishing and installation of the items specified.

SLIDE GATE OPERATOR REPLACEMENT:

At the time of our last service call (10/29/2020), we noticed that your automatic gate system needs the following repairs/upgrades:

The existing gate operator is no longer manufactured. Factory parts & support are no longer available. We recommend replacement A.S.A.P. The new operator(s) will include solid state control boards, 2-way electronic reversing device and closing timer.

- 1 Remove existing slide gate operator.
- 1 All-O-Matic SL-175DC slide gate operator.
- 1 Comes with #50 nickel plated chain and pedal release. Equivalent to 2HP.
- 1 Safety loop detector module.

All work is subject to approval of installation engineer at time of final jobsite measurements.

Damages incurred to utility pipes (water, electric, gas, etc.), which are not to code, are not the responsibility of Rick's Gate Works, Inc.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrators(s) may be entered in any court having jurisdiction thereof.

Owner/Manager is responsible to instruct tenants, and or guests, with the proper usage of gate system.

Customer is responsible for repairs to any damaged stucco.

Rick's Gate Works, Inc. and/or any subsidiaries thereof, including its employees, does not imply nor is it our intent to provide security and/or protect users of said systems from property loss, personal injury or death.

TOTAL:

PURCHASER

Print Name: _____

Signature: _____ Date: _____

Submitted by:

Rick's Gate Works, Inc.
Contractors License # C-61 486624

RICK'S GATE WORKS, INC.
8910 INDEPENDENCE AVENUE
CANOGA PARK, CA 91304
www.ricksgateworks.com
(818) 993-1989

Invoice

Order Number	Order Date	Entry	Promised Date & Time	Technician	Truck	Invoice No.
	10/29/20	JP	10/30/20	RS		246853

To: RCC
 4440 W BROADWAY
 OFFICE
 HAWTHORNE, CA 90250

Job Location:
 4440 W. BROADWAY/SL GATE
 SL GATE /DK9100/MC12590
 7" HD WHEELS
 HAWTHORNE, CA 90250

Home Phone	Work Phone	Method of Payment	Special Instructions
310-973-1802	X225	INV	COM

DESCRIPTION OF JOB

4440 W BROADWAY	CIB DAVID	310 466-2154
DO WORK AS PER ATTACHED EST/PROPOSAL# RH.20.10.051		
03:22-10/29/20-JP		

Description of Work & Materials	Quantity	Price	Amount
COMPLETED WORK AS PER ESTIMATE #RH.20.10.051			
TOTAL CONTRACT \$6,593.00			
LESS DEPOSIT \$2,000.00			

BALANCE DUE \$4,593.00			
PAYMENT DUE UPON RECEIPT OF INVOICE.			
PLEASE INCLUDE INVOICE # WHEN SENDING CHECK			
THANK YOU FOR YOUR BUSINESS			
*****PARTS*****	1.00	2943.68	2943.68
Sales Tax			279.65
----- Payment Details -----			
VISA #298189 10/29/20			-2000.00

Labor Details			Invoice Totals	
Technician	hrs @	=	Total Material	2,943.68
Truck	hrs @	=	Total Labor	3,369.67

Invoice Date	10/30/20	Please pay this amount	4,593.00
--------------	----------	------------------------	----------

(818)993-1989*(323)873-6374*(310)278-3309*FAX(818)407-0748

SBRPCA

ACCOUNTS PAYABLE CHECK

NO. 55384

INVOICE NUMBER	DATE	P.O. NUMBER	DESCRIPTION	DISCOUNT	AMOUNT
246853	10/29/2020	00308	SIDE GATE REPAIR - LABOR & MATERIALS	0.00	4,593.00
					4,593.00

PLEASE DETACH BEFORE DEPOSITING



**SOUTH BAY REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY**
4440 W. BROADWAY
HAWTHORNE, CA 90250-3857
(310)-973-1802

PAYABLE THROUGH
UNION BANK
400 California Street
San Francisco, CA 94101

16-19-B
1220

VENDOR NUMBER	DATE	CHECK NUMBER	CHECK AMOUNT
00801	11/05/2020	55384	4,593.00

PAY Four Thousand Five Hundred Ninety Three Dollars and No Cents

TO THE
ORDER
OF
RICK'S GATE WORKS, INC.
8910 INDEPENDENCE AVENUE
CANOGA PARK, CA 91304

VOID

⑈0055384⑈ ⑆122000496⑆ 2740026456⑈

F-1



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 17, 2020

ITEM NUMBER: F-1

TO: Executive Committee

FROM: John Krok, Acting Executive Director *JK*

SUBJECT: SIDE LETTER AGREEMENT AMENDING THE JULY 1, 2017 TO DECEMBER 31, 2020 MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND THE TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES UNION LOCAL 911

ATTACHMENTS: 1. Red-Lined Side Letter Agreement
2. Side Letter Agreement

RECOMMENDATION

Staff recommends the Executive Committee approve and authorize the acting Executive Director to execute a side letter agreement amending the July 1, 2017 to December 31, 2020 Memorandum of Understanding ("MOU") between Teamsters, Public, Professional and Medical Employees Union Local 911 ("Teamsters") and the Authority.

DISCUSSION

The Teamsters bargaining group represents the Communications Operators and Public Safety Specialist employees within the Authority. The Authority previously negotiated and executed an MOU with the Teamsters from July 1, 2017 to December 31, 2020.

The Authority and Teamsters have agreed to make changes to the MOU in regards to the placement of the eight-hour workday for those employees working a 3/12 work schedule (three, 12-hour work days per work week and one eight-hour workday every other work week). The current MOU language states that the eight-hour workday will always be on the day of the week following the third 12-hour shift of that week and the new language would allow for the eight-hour day to either precede or follow the third 12-hour shift of that week. This modification provides more flexibility to the Authority when creating shift assignments to cover the 24/7 staffing in the Communications Center.

No other term or condition of the MOU is modified or amended by this Side Letter Agreement.

FISCAL IMPACT:

None.

F-1

Attachment 1

**SIDE LETTER AGREEMENT AMENDING
THE JULY 1, 2017 TO DECEMBER 31, 2020
MEMORANDUM OF UNDERSTANDING BETWEEN
THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
AND THE TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES
UNION LOCAL 911**

Teamsters Local 911 and the South Bay Regional Public Communications Authority (Authority), having previously negotiated and executed a Memorandum of Understanding and Side Letter for the period July 1, 2017 to December 31, 2020 ("MOU"), do hereby agree and adopt this side letter agreement ("Side Letter Agreement") amending the **MOU** related to Section 9.13 – Hours of Work, as follows:

Section 9.13 - Hours of Work. Employees shall be required to work a minimum of eight (8) hours per assigned workday. Based on each employee's particular work schedule, an employee may be assigned to work up to twelve (12) hours per day. Employees for whom necessity requires a different schedule than that generally applied shall work according to regulations prepared by the respective department managers and approved by the Executive Director.

- (a) **Work Week.** An employee's workweek is a fixed and regularly recurring period of 168 hours, seven consecutive 24-hour periods. It need not coincide with the calendar week but may begin on any day and at any hour of the day. Workweek(s) shall be designated by the Authority.

For employees scheduled to work a 5/40 (five, eight-hour workdays per work week) or a 4/10 (four ten-hour work days per work week), their workweek shall begin at 12:00 a.m. on Friday and end the following Thursday at 11:59 p.m.

For all employees working a 3/12 work schedule (three, 12-hour work days per work week with one eight hour workday every other workweek which will always be on the day of the week either preceding the first 12-hour shift of that week or following the third 12-hour shift of that week) their workweek shall begin exactly four hours into their eight hour shift on the day of the week which constitutes their alternating regular day off.

For all employees working a 9/80 work schedule their workweek shall begin exactly four hours into their eight- hour shift on the day of the week which constitutes their alternating regular day off.

- (b) **Definition of Hours Worked.** Hours worked will be calculated as provided for by the Fair Labor Standards Act (FLSA) for actual time worked. Hours worked do not include time for which persons are compensated but do not actually work; specifically, sick leave, vacation leave, holiday leave, bereavement leave, injury leave, military leave, compensatory leave, jury

duty or any other leave of absence. A trade will be considered as actual hours worked for the absent employee.

- (c) **Work Schedules.** Work schedules shall be determined by the Authority, taking into consideration staff efficiency, customer service, cost productivity, and service to the community. Taking the above considerations into account, the Authority retains the right to modify work schedules. In the event the Authority proposes to modify the current work schedule, or any subsequent work schedule, the Authority agrees to notify, in writing, the Union and its employee representatives at least sixty (60) days prior to the proposed change. The Authority shall meet and confer over impact and implementation prior to implementation. The sixty (60) -day notice requirement may be waived by mutual agreement between Union and Authority, or in the case of an emergency affecting Authority's operations.

This **Side Letter Agreement** contains the entire agreement between the parties related to the amendment and restatement of Section 9.13. The terms of this **Side Letter Agreement** have been reached by the parties after negotiations and fulfillment of all legally required meet and confer obligations. Except as specifically provided herein, no other term or condition of the **MOU** is modified or amended by this **Side Letter Agreement**.

TEAMSTERS LOCAL 911

SOUTH BAY REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY

By: _____

By: _____

Carlos Rubio, Senior Business Representative

John Krok, Acting Executive Director

Date: _____

Date: _____

By: _____

David Lopez, Steward

Date: _____

By: _____

Jeffrey Williams, Steward

Date: _____

By: _____

Rhonda Zeck, Steward

Date: _____

By: _____

James Hawkins, Steward

Date: _____

F-1

Attachment 2

**SIDE LETTER AGREEMENT AMENDING
THE JULY 1, 2017 TO DECEMBER 31, 2020
MEMORANDUM OF UNDERSTANDING BETWEEN
THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
AND THE TEAMSTERS PUBLIC, PROFESSIONAL AND MEDICAL EMPLOYEES
UNION LOCAL 911**

Teamsters Local 911 and the South Bay Regional Public Communications Authority (Authority), having previously negotiated and executed a Memorandum of Understanding and Side Letter for the period July 1, 2017 to December 31, 2020 ("MOU"), do hereby agree and adopt this side letter agreement ("Side Letter Agreement") amending the **MOU** related to Section 9.13 – Hours of Work, as follows:

Section 9.13 - Hours of Work. Employees shall be required to work a minimum of eight (8) hours per assigned workday. Based on each employee's particular work schedule, an employee may be assigned to work up to twelve (12) hours per day. Employees for whom necessity requires a different schedule than that generally applied shall work according to regulations prepared by the respective department managers and approved by the Executive Director.

- (a) **Work Week.** An employee's workweek is a fixed and regularly recurring period of 168 hours, seven consecutive 24-hour periods. It need not coincide with the calendar week but may begin on any day and at any hour of the day. Workweek(s) shall be designated by the Authority.

For employees scheduled to work a 5/40 (five, eight-hour workdays per work week) or a 4/10 (four ten-hour work days per work week), their workweek shall begin at 12:00 a.m. on Friday and end the following Thursday at 11:59 p.m.

For all employees working a 3/12 work schedule (three, 12-hour work days per work week with one eight hour workday every other workweek which will always be on the day of the week either preceding the first 12-hour shift of that week or following the third 12-hour shift of that week) their workweek shall begin exactly four hours into their eight hour shift on the day of the week which constitutes their alternating regular day off.

For all employees working a 9/80 work schedule their workweek shall begin exactly four hours into their eight- hour shift on the day of the week which constitutes their alternating regular day off.

- (b) **Definition of Hours Worked.** Hours worked will be calculated as provided for by the Fair Labor Standards Act (FLSA) for actual time worked. Hours worked do not include time for which persons are compensated but do not actually work; specifically, sick leave, vacation leave, holiday leave, bereavement leave, injury leave, military leave, compensatory leave, jury

duty or any other leave of absence. A trade will be considered as actual hours worked for the absent employee.

- (c) **Work Schedules.** Work schedules shall be determined by the Authority, taking into consideration staff efficiency, customer service, cost productivity, and service to the community. Taking the above considerations into account, the Authority retains the right to modify work schedules. In the event the Authority proposes to modify the current work schedule, or any subsequent work schedule, the Authority agrees to notify, in writing, the Union and its employee representatives at least sixty (60) days prior to the proposed change. The Authority shall meet and confer over impact and implementation prior to implementation. The sixty (60) -day notice requirement may be waived by mutual agreement between Union and Authority, or in the case of an emergency affecting Authority's operations.

This **Side Letter Agreement** contains the entire agreement between the parties related to the amendment and restatement of Section 9.13. The terms of this **Side Letter Agreement** have been reached by the parties after negotiations and fulfillment of all legally required meet and confer obligations. Except as specifically provided herein, no other term or condition of the **MOU** is modified or amended by this **Side Letter Agreement**.

TEAMSTERS LOCAL 911

SOUTH BAY REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY

By: _____

By: _____

Carlos Rubio, Senior Business Representative

John Krok, Acting Executive Director

Date: _____

Date: _____

By: _____

David Lopez, Steward

Date: _____

By: _____

Jeffrey Williams, Steward

Date: _____

By: _____

Rhonda Zeck, Steward

Date: _____

By: _____

James Hawkins, Steward

Date: _____

F-2



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 17, 2020

ITEM NUMBER: F-2

TO: Executive Committee

FROM: John Krok, Acting Executive Director *JK*

SUBJECT: SIDE LETTER AGREEMENT AMENDING THE JULY 1, 2017 TO DECEMBER 31, 2020 MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND THE COMMUNICATIONS WORKERS OF AMERICA

ATTACHMENTS:

1. Red-Lined Side Letter Agreement
2. Side Letter Agreement

RECOMMENDATION

Staff recommends the Executive Committee approve and authorize the acting Executive Director to execute a side letter agreement amending the July 1, 2017 to December 31, 2020 Memorandum of Understanding ("MOU") between Communications Workers of America ("CWA") and the Authority.

DISCUSSION

The CWA bargaining group represents all Communications Supervisors within the Authority. The Authority previously negotiated and executed an MOU with the CWA from July 1, 2017 to December 31, 2020.

The Authority and CWA have agreed to make changes to the MOU in regards to the placement of the eight-hour workday for those employees working a 3/12 work schedule (three, 12-hour work days per work week and one eight-hour workday every other work week). The current MOU language states that the eight-hour workday will always be on the day of the week following the third 12-hour shift of that week and the new language would allow for the eight-hour day to either precede or follow the third 12-hour shift of that week. This modification provides more flexibility to the Authority when creating shift assignments to cover the 24/7 staffing in the Communications Center.

No other term or condition of the MOU is modified or amended by this Side Letter Agreement.

FISCAL IMPACT

None.

F-2

Attachment 1

**SIDE LETTER AGREEMENT AMENDING
THE JULY 1, 2017 TO DECEMBER 31, 2020
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COMMUNICATIONS WORKERS OF AMERICA (CWA)
AND THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
(AUTHORITY)**

The Communications Workers of America (CWA) and the South Bay Regional Public Communications Authority (Authority), having previously negotiated and executed a Memorandum of Understanding and Side Letter for the period July 1, 2017 to December 31, 2020 ("MOU"), do hereby agree and adopt this side letter agreement ("Side Letter Agreement") amending the **MOU** related to Section 9.4 – Hours of Work, as follows:

Section 9.4 -- Hours of Work. Employees shall be required to work a minimum of eight (8) hours per assigned workday. Based on each employee's particular work schedule, an employee may be assigned to work up to twelve (12) hours per day. Employees for whom necessity requires a different schedule than that generally applied, exemplified as staff services, training and special assignments, shall work according to regulations prepared by the respective department managers and approved by the Executive Director.

(a) **Work Week.** An employee's work week is a fixed and regularly recurring period of one hundred sixty eight (168) hours, seven (7) consecutive twenty-four (24) hour periods. A work week need not coincide with the calendar week but may begin on any day and at any hour of the day. Work week(s) shall be designated by the Authority. For all employees working a 3/12 work schedule (three [3], twelve-hour [12] work days per work week with one eight-hour [8] workday every other workweek, which will always be on the day of the week either preceding the first 12-hour shift or following the third twelve-hour [12] shift of that week) their work week shall begin exactly four (4) hours into their eight hour shift on the day of the week which constitutes their alternating regular day off.

For employees scheduled to work a 5/40 (five, eight-hour workdays per work week) or a 4/10 (four ten-hour work days per work week), their workweek shall begin at 12:00 a.m. on Friday and end the following Thursday at 11:59 p.m.

For all employees working a 9/80 work schedule (five, nine-hour days one week, followed by three, nine- hour days and an eight hour day the following week) their workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week, which constitutes their alternating regular day off.

(b) **Definitions of Hours Worked.** Hours worked will be calculated as provided for by the Fair Labor Standards Act (FLSA) for actual time worked. Hours worked do not include time for which persons are compensated but do not actually work; specifically,

sick leave, vacation leave, holiday leave, bereavement leave, injury leave, military leave, compensatory leave, jury duty or any other leave of absence.. A trade will be considered as actual hours worked for the absent employee.

(c) During the term of this agreement, the Authority has the right to make schedule changes based on operational needs at anytime by giving impacted employees thirty (30) days notice.

(d) Work Schedules. During the term of this Agreement, the Authority has the right to make schedule changes based on operational needs at anytime by giving impacted employees thirty (30) days notice.

This **Side Letter Agreement** contains the entire agreement between the parties related to the amendment and restatement of Section 9.4. The terms of this **Side Letter Agreement** have been reached by the parties after negotiations and fulfillment of all legally required meet and confer obligations. Except as specifically provided herein, no other term or condition of the **MOU** is modified or amended by this **Side Letter Agreement**.

COMMUNICATIONS WORKERS OF
AMERICA

By: _____

Lena Maria Ramos, Steward

Date: _____

By: _____

Megan Cunningham, Steward

Date: _____

SOUTH BAY REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY

By: _____

John Krok, Acting Executive Director

Date: _____

F-2

Attachment 2

**SIDE LETTER AGREEMENT AMENDING
THE JULY 1, 2017 TO DECEMBER 31, 2020
MEMORANDUM OF UNDERSTANDING BETWEEN
THE COMMUNICATIONS WORKERS OF AMERICA (CWA)
AND THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
(AUTHORITY)**

The Communications Workers of America (CWA) and the South Bay Regional Public Communications Authority (Authority), having previously negotiated and executed a Memorandum of Understanding and Side Letter for the period July 1, 2017 to December 31, 2020 ("MOU"), do hereby agree and adopt this side letter agreement ("Side Letter Agreement") amending the **MOU** related to Section 9.4 – Hours of Work, as follows:

Section 9.4 -- Hours of Work. Employees shall be required to work a minimum of eight (8) hours per assigned workday. Based on each employee's particular work schedule, an employee may be assigned to work up to twelve (12) hours per day. Employees for whom necessity requires a different schedule than that generally applied, exemplified as staff services, training and special assignments, shall work according to regulations prepared by the respective department managers and approved by the Executive Director.

(a) **Work Week.** An employee's work week is a fixed and regularly recurring period of one hundred sixty eight (168) hours, seven (7) consecutive twenty-four (24) hour periods. A work week need not coincide with the calendar week but may begin on any day and at any hour of the day. Work week(s) shall be designated by the Authority. For all employees working a 3/12 work schedule (three [3], twelve-hour [12] work days per work week with one eight-hour [8] workday every other workweek, which will always be on the day of the week either preceding the first 12-hour shift or following the third twelve-hour [12] shift of that week) their work week shall begin exactly four (4) hours into their eight hour shift on the day of the week which constitutes their alternating regular day off.

For employees scheduled to work a 5/40 (five, eight-hour workdays per work week) or a 4/10 (four ten-hour work days per work week), their workweek shall begin at 12:00 a.m. on Friday and end the following Thursday at 11:59 p.m.

For all employees working a 9/80 work schedule (five, nine-hour days one week, followed by three, nine- hour days and an eight hour day the following week) their workweek shall begin exactly four (4) hours into their eight (8) hour shift on the day of the week, which constitutes their alternating regular day off.

(b) **Definitions of Hours Worked.** Hours worked will be calculated as provided for by the Fair Labor Standards Act (FLSA) for actual time worked. Hours worked do not include time for which persons are compensated but do not actually work; specifically, sick leave, vacation leave, holiday leave, bereavement leave, injury leave, military leave, compensatory leave, jury duty or any other leave of absence.. A trade will be considered as actual hours worked for the absent employee.

(c) During the term of this agreement, the Authority has the right to make schedule changes based on operational needs at anytime by giving impacted employees thirty (30) days notice.

(d) Work Schedules. During the term of this Agreement, the Authority has the right to make schedule changes based on operational needs at anytime by giving impacted employees thirty (30) days notice.

This **Side Letter Agreement** contains the entire agreement between the parties related to the amendment and restatement of Section 9.4. The terms of this **Side Letter Agreement** have been reached by the parties after negotiations and fulfillment of all legally required meet and confer obligations. Except as specifically provided herein, no other term or condition of the **MOU** is modified or amended by this **Side Letter Agreement**.

COMMUNICATIONS WORKERS OF
AMERICA

By: _____

Lena Maria Ramos, Steward

Date: _____

By: _____

Megan Cunningham, Steward

Date: _____

SOUTH BAY REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY

By: _____

John Krok, Acting Executive Director

Date: _____

G-1

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

OCTOBER 20, 2020

A. CALL TO ORDER

The Executive and User Committees convened in a regular joint session at 2:02PM on October 20, 2020 by teleconference.

B. ROLL CALL BY ACTING EXECUTIVE DIRECTOR

Present: City Manager Bruce Moe, City of Manhattan Beach
City Manager Clint Osorio, City of Gardena
City Manager Erick Lee, City of Hawthorne
Chief Mike Ishii, Hawthorne Police Department
Chief Mike Saffell, Gardena Police Department
Chief Derrick Abell, Manhattan Beach Police Department

Also Present: Chief Bill Whalen, El Segundo Police Department
Chief Chris Donovan, El Segundo Fire Department
Acting Executive Director John Krok
Operations Manager Shannon Kauffman
Finance & Performance Audit Manager Vanessa Alfaro
Jennifer Petrusis, Richards Watson Gershon
Lisa Jenkins, Manhattan Beach Human Resources

C. PUBLIC DISCUSSION

None.

D. EXECUTIVE COMMITTEE CONSENT CALENDAR

MOTION: City Manager Moe moved to approve Consent Calendar, Items 1-3. City Manager Osorio seconded the motion and passed by unanimous voice vote.

1. Minutes from September 8, 2020, Special Meeting
APPROVE
2. Check Register and Budget Transfers - September 2020
RECEIVE AND FILE
3. Budget Performance Report – FY 2020/21 Q1
APPROVE

E. ITEMS TO REMOVE FROM CONSENT CALENDAR

None.

F. EXECUTIVE COMMITTEE GENERAL BUSINESS

1. Phase Two: Feasibility Study for the Consideration of Public Safety Dispatching Services for the City of Palos Verdes Estates
APPROVE

Acting Executive Director Krok reported on the Phase 2 Feasibility Study with the City of Palos Verdes Estates. City Manager Lee would like to include the shared cost model even if there is no current viable city for shared dispatching. He also added to firm up the financials to outline the real costs by distinguishing between the necessary and preferred equipment options.

MOTION: City Manager Moe moved to approve with the amended section and to have final review by Chair Lee. The motion was seconded by City Manager Osorio and passed by unanimous voice

vote.

G. USER COMMITTEE GENERAL BUSINESS

1. Minutes from September 8, 2020, Special Meeting
APPROVE

MOTION: Chief Saffell moved to approve the minutes from September 8, 2020. The motion was seconded by Chief Abell and passed by voice vote.

G. ACTING EXECUTIVE DIRECTOR'S REPORT

Acting Executive Director reported on recruitment of communications operators, Continuity of Operations during COVID-19 Pandemic, second amended and restated Joint Powers Agreement, and Mark43 CAD.

H. EXECUTIVE AND USER COMMITTEES' COMMENTS

City Manager Lee inquired after the side letters for Teamsters and CWA to confirm expiration date of January 1, 2021.

I. EXECUTIVE COMMITTEE CLOSED SESSION AGENDA

At 2:21PM The Executive Committee went into closed session to discuss the following item:

1. PUBLIC EMPLOYMENT
Pursuant to Government Code Section 54957(b)(1)
Title: Executive Director Recruitment

The Executive Committee returned from closed session at 2:42PM with no actions taken.

K. ADJOURNMENT

The meeting adjourned at 2:42PM.

H



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 17, 2020

ITEM: H

TO: Executive Committee and User Committee

FROM: John Krok, Acting Executive Director *JK*

SUBJECT: ACTING EXECUTIVE DIRECTOR'S REPORT

ATTACHMENTS: None

- **Recruitment of Communications Operators**
- **Continuity of Operations During COVID-19 Pandemic**
- **Mark 43 CAD Update**