## **AGENDA**

# REGULAR JOINT MEETING OF THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE TUESDAY, FEBRUARY 21, 2023, 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: <a href="https://us02web.zoom.us/j/88058916556?pwd=SUtwV29icStxUXhEUnNkU3pOZ1d5Zz09">https://us02web.zoom.us/j/88058916556?pwd=SUtwV29icStxUXhEUnNkU3pOZ1d5Zz09</a>

Meeting ID: 871 1587 7514

Access Code: 393077

A. CALL TO ORDER

## B. ROLL CALL

- Executive Committee
- 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 <a href="mailto:cmanley@rcc911.org">cmanley@rcc911.org</a> by 7:30 AM, the day of the meeting to have your comment available to the Executive Committee, User 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 January 17, 2023

**APPROVE** 

2. Check Register – January 2023

**RECEIVE AND FILE** 

3. Cash & Investments Report/ December 31, 2022

**RECEIVE AND FILE** 

4. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings

#### **MAKE FINDINGS PURSUANT TO AB 361**

- 5. Approval of a Change Purchase Order in the Amount of \$25,000 to Richards, Watson & Gershon for a Total Not-To-Exceed Amount of \$90,000 for Legal Services

  APPROVE
- 6. Professional Services Agreement with Smart Janitorial to Provide Janitorial Maintenance at the Authority's Headquarters Facility

APPROVE AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE AUTHORITY

- E. ITEMS REMOVED FROM THE CONSENT CALENDAR
- F. EXECUTIVE COMMITTEE GENERAL BUSINESS
  - 1. Fiscal Year 2023-2024 Preliminary Budget **PROVIDE DIRECTION**
  - 2. Resolution Amending the Policy for Travel and Attendance at Conferences and Meetings
    CONSIDER WHETHER TO RECOMMEND THAT THE BOARD OF DIRECTORS ADOPT
    A RESOLUTION AMENDING THE POLICY FOR TRAVEL AND ATTENDANCE AT
    CONFERENCES AND MEETINGS
  - Executive Director's Update on the Status of the Mark43 Project
     RECEIVE AND FILE
  - 4. Executive Director's Update on Staffing and Recruitment **RECEIVE AND FILE**
- G. USER COMMITTEE CONSENT CALENDAR
  - 1. Minutes from January 17, 2023 **APPROVE**
  - AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings
     MAKE FINDINGS PURSUANT TO AB 361
- H. <u>ITEMS REMOVED FROM THE CONSENT CALENDAR</u>
- I. <u>EXECUTIVE DIRECTOR'S REPORT</u>
- J. EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS
- K. ADJOURNMENT

bruary 16, 2023/5:00PM

Signature:

M. Ross Klun, Executive Director

# D-1

# MINUTES REGULAR JOINT MEETING OF THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE JANUARY 17, 2023

### A. CALL TO ORDER

The Executive Committee and the User Committee convened in a regular joint meeting on Tuesday, January 17, 2023 at 2:01 PM via teleconference.

### B. **ROLL CALL**

Present: City Manager Vontray Norris, City of Hawthorne

City Manager Bruce Moe, City of Manhattan Beach

City Manager Clint Osorio, City of Gardena

Chief Rachel Johnson, Manhattan Beach Police Department

Chief Mike Lang, Manhattan Beach Fire Department Chief Mike Saffell, Gardena Police Department

Interim Chief Gary Tomatani, Hawthorne Police Department

Absent:

Also present: Executive Director Ross Klun

Operations Manager Shannon Kauffman Administrative Services Manager John Krok

Interim Finance Manager Bob Ridley Executive Assistant Cristina Manley

**RWG Law Jennifer Petrusis** 

# C. **PUBLIC DISCUSSION**

None.

5.

## D. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes from December 13, 2022

**APPROVE** 

- 2. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings

  MAKE FINDINGS PURSUANT TO AB 361
- Check Register December 2022

**RECEIVE AND FILE** 

4. Preapproval of Travel Expenses in an Amount Not to Exceed \$2,500.00 for the Executive Director to Attend the Liebert Cassidy Whitmore Annual Conference **APPROVE** 

Agreement with CSG Consultants, Inc. to Conduct a Facility Condition Assessment in the Total Amount Not to Exceed \$41,500.00

APPROVE AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE AUTHORITY

**MOTION**: City Manager Bruce Moe moved to approve the consent calendar as written 1-5. The motion was seconded by City Manager Clint Osorio and passed by a 3-0 call vote.

### E. ITEMS REMOVED FROM THE CONSENT CALENDAR

None.

### F. EXECUTIVE COMMITTEE GENERAL BUSINESS

1. Fiscal Year 2021 – 2022 Annual Financial Report

#### **RECEIVE AND FILE**

Mr. Ridley provided summary of the staff report for the FY 2021 – 2022 Annual Financial report. No problems reported to us from all three letters received (clear and positive).

2. Executive Director's Update on the Status of the Mark43 Project

#### **RECEIVE AND FILE**

Mr. Klun summarized a Mark43 review #9 – Go Live April 2023

Challenges, interfaces and DEx involve outside vendors and slow to respond to our needs. Three full days on-site work, 15 feature requests were collected and progress on Fire Response Plans GIS. Mark43 is committed to recurring on-site workshops until the project is complete. Next visit scheduled for early February. Mark43 CAD Reliability Report 2022 Q4 experienced no measurable downtime from 10/1/22 – 12/31/22.

3. Executive Director's Update on Staffing and Recruitment

Mr. Klun presented information on Staffing and Recruitment November and December 2022. Stats comparison with Q2, Q3 & Q4. Nov./Dec. staffing at 36 out of 50 Operators and 6 out of 7 supervisors. 2 new operators were hired and started in December. 12 Candidates started/currently in the background process.

**RECEIVE AND FILE** 

# G. USER COMMITTEE CONSENT CALENDAR

1. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings

MAKE FINDINGS PURSUANT TO AB 361

**MOTION:** Chief Johnson moved to approve the User Committee Consent Calendar as written. The motion was seconded by Chief Lang and passed by a 4-0 call vote.

## H. ITEMS REMOVED FROM THE CONSENT CALENDAR

None.

### I. EXECUTIVE DIRECTOR'S REPORT

Executive Director Klun provide a report, Chevron Refinery has resumed regional meetings
with surrounding public safety agencies. We will be participating in these monthly meetings
and host a meeting at our agency.

RCC participated in a meeting, Los Angeles Area Dispatch Centers benefit our member contract cities. Open dialogue between major dispatch centers in the region, meetings will occur quarterly. Topics discussed National Suicide Prevention Hotline 988, alternative responses to calls involving unhoused and mental illness.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Assistant at 310-973-1802 ext. 100. Notification 48 hours prior to the meeting will enable the JPA to make reasonable arrangements to ensure accessibility to this meeting [28CFR35. 102-35. 104 ADA Title II].

Financial – All cities paid Q3 Assessments on time. Switched banking institutions from Union Bank to Bank of the West. The Executive Committee can anticipate an updated Travel Reimbursement Policy in February's meeting. After February 28<sup>th</sup>, resume in-person meetings. Meetings in March will be in-person.

Dispatch Performance and Annual Dispatch Stats Presentation 2022 – Dispatch time starts when a CAD incident is created and ends when units have been dispatched by radio. Average dispatch performance data does not indicate a significant deviation over last year's entry times or dispatch times. NENA 2.2.1 Standard for answering 9-1-1 Calls 90% of all 9-1-1 calls arriving at the PSAP Shall be answered with <15 seconds. Q4 ending at 99.28%</p>

2022 Call Volume by City will vary depending on demographics between 9-1-1 calls & non-emergency calls. 297,895 Total Police Calls for Service in 2022. 16,018 Total Fire Calls for Service in 2022.

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

None.

# K. ADJOURNMENT

The meeting was adjourned at 2:33 PM.

# D-2



# **Check Register FY 2022-23**

# January 2023

Accounts Payable Check Issued Date	Total Check Amount Notes
January 6, 2023	\$38,753.14
January 13, 2023	\$162,886.69
January 20, 2023	\$57,854.81
January 27, 2023	\$100,730.84
Accounts Payable Total	\$360,225.48
Payroll Checks Issued Date	
January 13, 2023	\$151,167.82
January 27, 2023	\$155,617.59
Payroll Total	\$306,785.41

# Final Check List SOUTH BAY REGIONAL PCA

**Bank: bow BANK OF THE WEST** 

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1989	1/6/2023	00012	CALIFORNIA WATER SERVIC	E5550731926	12/30/2022	FIRE PROTECTION SERVICE	101.00	101.00
56878	1/6/2023	00867	& INVESTIGATION SERVICES	2023-01-03	1/3/2023	PRE-EMPLOYMENT POLYGR	225.00	225.00
56879	1/6/2023	01004	BOB & MARC PLUMBING CO	S-107860	12/14/2022	HQ MAINTENANCE	402.11	402.11
56880	1/6/2023	00014	CDW GOVERNMENT, INC.	FF30680	11/18/2023	SOLAR WINDS ANNUAL MAIN	2,250.00	
				FH17313	11/24/2022	CDW-G BILLABLE PARTS	36.00	2,286.00
56881	1/6/2023	00225	COMMLINE INC	0388167-IN	12/16/2022	COMMLINE INC BILLABLE PA	750.00	750.00
56882	1/6/2023	01048	ERIC JASON ARROYO	2913	12/16/2022	BACKGROUND INVESTIGATION	1,500.00	
				2917	12/21/2022	BACKGROUND INVESTIGATION	1,500.00	3,000.00
56883	1/6/2023	80000	FEDERAL SIGNAL CORP	8201943	12/19/2022	FEDERAL SIGNAL CORP BILL	2,700.00	
				8192705	12/2/2022	FEDERAL SIGNAL CORP BILL	693.00	
				8190490	11/30/2022	FEDERAL SIGNAL CORP BILL	620.10	4,013.10
56884	1/6/2023	00961	GCAT, LLC, DBA TARGET DIS	352270	12/14/2022	HEADSETS AND AMPLIFIERS	1,179.20	1,179.20
56885	1/6/2023	00799	LA UNIFORMS & TAILORING			UNIFORM SETS	324.74	
				14642		UNIFORM SETS	209.14	
				14787	12/20/2022	UNIFORM SETS	209.14	743.02
56886	1/6/2023	00442	LAWSON PRODUCTS, INC.	9310099449	11/10/2022	LAWSON PRODUCTS BILLAB	130.71	
				9310168335		LAWSON PRODUCTS BILLAB	36.58	
				9310168336		LAWSON PRODUCTS BILLAB	183.85	351.14
56887	1/6/2023	00671	MARC R. COHEN, MD	FY22-23-6	12/31/2022	MEDICAL DIRECTOR SERVIC	2,541.67	2,541.67
56888	1/6/2023	01005	ORKIN PEST CONTROL		12/28/2022	HQ MAINTENANCE - PEST CO	81.00	81.00
56889	1/6/2023	01022	RACE COMMUNICATIONS		1/1/2023	COMMUNICATION CONTRAC	994.76	994.76
56890	1/6/2023	00145	SETINA MFG CO INC	256720		SETINA MANUFACTURING CO	161.24	161.24
56891	1/6/2023	00803	SPARKLETTS			HQ MAINTENANCE~	43.00	43.00
56892	1/6/2023	00074	STAPLES INC.	8068705757		STAPLES SUPPLIES - OFFICE	6.06	6.06
56893	1/6/2023	00038	TORRANCE ELECTRONICS	07801		PARTS REIMBURSABLE	147.72	147.72
56894	1/6/2023	00171	VERIZON WIRELESS			DAC CHARGES HPD/ 11/24/22	2,031.72	
				9923717617		GPD DAC CHARGES/ 11/24/22	1,783.66	
				9923639475		MODEM SVC. MBPD/ 11/24/22	970.81	
				9923264244		CELL PH. CHGS: 11/19/22-12/	401.33	
				9923639476		MODEM SVC. MBPD/ 11/24/22	78.02	5,265.54
56895	1/6/2023	00996	WAGEWORKS INC., HEALTHI	EINV4559011		MONTHLY COMPLIANCE FEE	81.50	81.50
56896	1/6/2023	00150	WATTCO	60065		WATTCO BILLABLE PARTS	3,400.00	
						WATTCO BILLABLE PARTS	1,230.00	
				60865	12/1/2022	WATTCO BILLABLE PARTS	259.98	4,889.98

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# Final Check List SOUTH BAY REGIONAL PCA

Page:	2
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Bank	: bow BA	NK OF TH	IE WEST (Con	tinued)			
Check #	Date	Vendor		Invoice	Inv Date Description	Amount Paid	Check Total
56897	1/6/2023	01060	WELLS, BRIANNA	121622-2 121622-1	12/16/2022 TUITION REIMB/FY 2022-23 12/16/2022 TUITION REIMB/FY 2022-23	221.33 138.00	359.33
56898	1/6/2023	01028	WESTIN AUTOMATIVE I		11/25/2022 WESTIN AUTOMATIVE BILLA	1,552.25	1,552.25
56899	1/6/2023	00063	WHELEN ENGINEERING	G CO., 219382	12/14/2022 WHELEN ENGINEERING CO	9,578.52	9,578.52
					Sub total for BANK	OF THE WEST:	38,753.14

apChkLst 01/04/2023 4:12:52PM

# Final Check List SOUTH BAY REGIONAL PCA

Page: 3

23 checks in this report.

**Grand Total All Checks:** 

38,753.14

# Final Check List SOUTH BAY REGIONAL PCA

Page: 1

**Bank: bow BANK OF THE WEST** 

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
20538	1/3/2023	00696	GUARDIAN	533654-01	12/20/2022	GUARDIAN - DENTAL, VISION	7,260.45	7,260.45
20539	1/11/2023	00058	CALPERS	10000001702968	12/14/2022	HEALTH PREMIUMS - JANUA	60,174.64	60,174.64
20540	1/13/2023	00219	INTERNAL REVENUE SERVIC	Ben35534	1/13/2023	FEDERAL WITHHOLDING TAX	32,058.76	32,058.76
20541	1/13/2023	00223	EMPLOYMENT DEVEL DEPT	Ben35538	1/13/2023	STATE DISABILITY INSURANCE	12,597.88	12,597.88
20542	1/13/2023	00222	STATE DISBURSEMENT UNIT	Ben35542	1/13/2023	SUPPORT: PAYMENT	184.62	184.62
20543	1/13/2023	00058	CALPERS	Ben35536	1/13/2023	PERS RETIREMENT: PAYMEN	32,403.76	32,403.76
20544	1/13/2023	00221	MISSIONSQUARE RETIREME	Ben35532	1/13/2023	DEFERRED COMPENSATION	15,690.54	15,690.54
56900	1/13/2023	00217	CALIFORNIA TEAMSTERS UN	NBen35530	1/13/2023	UNION DUES TEAMSTERS: P	1,424.00	1,424.00
56901	1/13/2023	00218	CWA LOCAL 9400	Ben35528	1/13/2023	UNION DUES CWA: PAYMENT	215.03	215.03
56902	1/13/2023	00996	WAGEWORKS INC., HEALTH	EBen35540	1/13/2023	DEPENDENT CARE FSA: PAY	877.01	877.01
						Sub total for BANK C	F THE WEST:	162,886.69

Page: 1

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# Final Check List SOUTH BAY REGIONAL PCA

Page: 2

10 checks in this report.

Grand Total All Checks: 162,886.69

# Final Check List SOUTH BAY REGIONAL PCA

**Bank: bow BANK OF THE WEST** 

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
1990	1/20/2023	00073	STATE BOARD OF EQUALIZA	012-655960	12/31/2022	SALES & USE TAX PMT WITH	568.00	568.00
	1/20/2023		GAS COMPANY, THE			GAS SERVICE HQ/ 12/2/22-1/4	3,185.12	3,185.12
	1/20/2023		SOUTHERN CALIFORNIA EDI			ELEC SERV / 12/5/22 - 1/9/23	11,764.68	,
				700610392752	1/6/2023	ELECT SERV GRANDVIEW/ 1	266.69	12,031.37
1993	1/16/2023	00651	FRONTIER	209-188-0077-04	1/1/2023	PHONE SERVICE 1/1/23 - 1/3	476.96	476.96
1994	1/20/2023	00621	FIRST BANKCARD					
		00485	MONOPRICE, INC.	23183605	12/21/2022	PARTS - BILLING	999.39	
		00480	OFFICE DEPOT	279960378-001	12/12/2022	OFFICE SUPPLIES	331.72	
		00052	PARADISE AWARDS	0611	12/28/2022	EMPLOYEE SERVICES	323.04	
		01061	<b>OUTDOOR NETWORK DISTR</b>	IPZ00140025	12/5/2022	PARTS - BILLING	279.53	
		00610	DIRECTV	065190124X221	12/5/2022	CABLE SERVICE	231.99	
		01036	CLOUDFLARE INC.	CFUSA5958817	12/28/2022	SOFTWARE SERVICES	200.00	
		01040	GOOGLE ADS	520-390-4641	12/5/2022	RECRUITMENT: 911 DISPATC	154.43	
		00915	GOLD GAS	445170835	12/20/2022	FUEL	138.51	
		00971	CHILE VERDE	618700725		EMPLOYEE SERVICES - TEAI	123.55	
		01063	CONTINENTAL GOURMET	15	12/27/2022	EMPLOYEE SERVICES - L. M.	122.96	
		00485	MONOPRICE, INC.	23183656	12/21/2022	PARTS - BILLING	116.63	
		01062	SPRINKLES			EMPLOYEE SERVICES - RET	95.70	
		00761	BOX	INV10603062	12/26/2022	SOFTWARE SERVICES	90.00	
		00714	DOOR DASH	010223		REIMBURSED PERSONAL CH	68.94	
		00765	EXXON GASOLINE	045577	12/28/2022	FORD EXPLORER - FUEL	60.85	
		00795	MEDIA TEMPLE	324775-53		MONTHLY WEBSITE HOSTIN	60.00	
		00480	OFFICE DEPOT	164553		OFFICE SUPPLIES	49.15	
		01046	PELOTON	120122		EMPLOYEE SERVICES	44.00	
		00466	AMAZON MARKETPLACE	112-0138299-69		JANITORIAL SUPPLIES	31.78	
		00466	AMAZON MARKETPLACE	112-2758683-79		JANITORIAL SUPPLIES	27.97	
		00862	AUTOZONE	045585		GENERAL TECH SUPPLIES	25.35	
		00466	AMAZON MARKETPLACE			EMPLOYEE SERVICES - L. M.	22.02	
		00466	AMAZON MARKETPLACE			OFFICE SUPPLIES	21.14	
		00826	LA TIMES	120522	12/5/2022	LA TIMES MONTHLY SUBSCF	15.96	
		00466	AMAZON MARKETPLACE	112-4207311-08			13.22	
		00466	AMAZON MARKETPLACE		12/3/2022	REFUND FOR RETURNED OF	-506.27	3,141.56
	1/20/2023		& INVESTIGATION SERVICES			PRE-EMPLOYMENT POLYGR	225.00	225.00
56904	1/20/2023	00392	ALLEN MANUFACTURING, LI	-RINV283831	12/14/2022	RAY ALLEN MANUFACTURING	1,495.34	1,495.34

# Final Check List Page: 2 SOUTH BAY REGIONAL PCA

Bank: bow BANK OF THE WEST (Continued)

Bank	: bow BA	NK OF THE	: WEST (Continued	1)				
Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
56905	1/20/2023	00297	AT&T, ATT CALNET	000019303486	1/3/2023	PHONE SERVICE 12/03/22-1/(	549.28	
					1/13/2023	PHONE SERV 12/13/22-1/12/2	232.11	
					1/13/2023	PHONE SERV 12/13/22-1/12/2	205.74	
				000019354558	1/13/2023	PHONE SERV 12/13/22-1/12/2	2,860.20	3,847.33
56906	1/20/2023	00064	AT&T, ATT PAYMENT CENTER			PHONE SERVICE 1/01/2023-1	1,586.72	1,586.72
56907	1/20/2023	00017	CHEM PRO LABORATORY, IN	IIN102203	1/1/2023	WATER TREATMENT SERVIC	91.50	91.50
56908	1/20/2023	00225	COMMLINE INC	0389281-IN	12/29/2022	MONTHLY FEE FOR TECH SE	15,000.00	15,000.00
56909	1/20/2023	00101	CORDOVA, TONY	012023	1/20/2023	RETIREE MED PREM/FEB 202	599.00	599.00
56910	1/20/2023	00081	COSTON, SHANDER	012023	1/20/2023	RETIREE MED PREM/FEB 202	349.00	349.00
56911	1/20/2023	00879	CROWN CASTLE	1271644	1/1/2023	REDUNDANT INTERNET SER	1,100.00	1,100.00
56912	1/20/2023	00103	DIVINITY, TANJI	012023	1/20/2023	RETIREE MED PREM/FEB 202	599.00	599.00
56913	1/20/2023	00033	<b>EDDINGS BRO AUTO PARTS</b>	892644	12/22/2022	GENERAL TECH SUPPLIES	212.31	
				892645	12/22/2022	GENERAL TECH SUPPLIES	18.62	230.93
56914	1/20/2023	00785	EXPERIAN	CD2309002644	12/30/2022	CREDIT CHCEK	32.24	32.24
56915	1/20/2023	00651	FRONTIER	7002Z664-S-230	1/5/2023	PHONE SERV 1/05/23-2/04/23	188.77	
				7002Z665-S-230	1/5/2023	PHONE SERV 1/05/23-2/04/23	129.76	318.53
56916	1/20/2023	01029	GREGORY W STEVENS	1222A	1/16/2023	<b>ENERGY SAVINGS ASSESSM</b>	1,237.50	1,237.50
56917	1/20/2023	00422	LEY, LAURA	122222	12/22/2022	TEAM C - EMPLOYEE SERVIC	120.12	120.12
56918	1/20/2023	00113	MARTIN, LISA	012023	1/20/2023	RETIREE MED PREM/FEB 202	349.00	349.00
56919	1/20/2023	00331	MITSUBISHI ELECTRIC INC	442321	1/1/2023	HQ MAINTENANCE - ELEVATO	786.90	786.90
56920	1/20/2023	00121	PINELA, ELIZABETH	012023	1/20/2023	RETIREE MED PREM/FEB 202	599.00	599.00
56921	1/20/2023	00141	POWERPHONE INC	78942	12/12/2022	PEMD COURSES & ANNUAL N	798.00	
				78941	12/1/2022	EMD COURSES & ANNUAL N	516.00	1,314.00
56922	1/20/2023	00060	RIVERA, JOSE	012023	1/20/2023	RETIREE MED PREM/FEB 202	605.21	605.21
56923	1/20/2023	00824	SMART JANITORIAL, COMPL	E23172	1/1/2023	HQ MAINTENANCE - CLEANII	3,348.64	
				23344	1/12/2023	JANITORIAL SUPPLIES	105.99	3,454.63
56924	1/20/2023	00074	STAPLES INC.	8068839403	1/7/2023	STAPLES SUPPLIES - OFFICE	583.73	
				8068918218	1/14/2023		219.52	803.25
	1/20/2023		STEVENS, GARY	012023		RETIREE MED PREM/FEB 202	599.00	599.00
	1/20/2023		TURNER, JENNIFER	010423	1/4/2023	TEAM D - EMPLOYEE SERVIC	125.00	125.00
	1/20/2023		XCEL MECHANICAL SYSTEM	£1627	1/5/2023	HQ MAINTENANCE - EFFECT	1,922.60	1,922.60
56928	1/20/2023	00735	XEROX FINANCIAL SERVICES	S3726548	1/10/2023	OFFICE EQUIPMENT LEASE	1,061.00	1,061.00
						Sub total for BANK (	OF THE WEST:	57,854.81

apChkLst 01/18/2023 3:40:06PM

# Final Check List SOUTH BAY REGIONAL PCA

Page: 3

31 checks in this report.

Grand Total All Checks:

57,854.81

# Final Check List SOUTH BAY REGIONAL PCA

Page: 1

Bank :	bow BA	ANK OF	THE WEST	
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Check # Dat	e <u>Vendor</u>	Invoice	Inv Date	Description	Amount Paid	Check Total
20545 1/27/2	023 00219	INTERNAL REVENUE SERVIC Ben35622	1/27/2023	FEDERAL WITHHOLDING TAX	33,608.25	33,608.25
20546 1/27/2	023 00223	EMPLOYMENT DEVEL DEPT Ben35626	1/27/2023	STATE DISABILITY INSURANCE	13,250.41	13,250.41
20547 1/27/2	023 00222	STATE DISBURSEMENT UNIT Ben35630	1/27/2023	SUPPORT: PAYMENT	184.62	184.62
20548 1/27/2	023 00058	CALPERS Ben35624	1/27/2023	PERS RETIREMENT: PAYMEN	32,215.96	32,215.96
20549 1/27/2	023 00221	MISSIONSQUARE RETIREMEIBen35620	1/27/2023	DEFERRED COMPENSATION	16,078.42	16,078.42
56929 1/27/2	023 00002	AFLAC Ben35614	1/27/2023	AFLAC INSURANCE: PAYMEN	2,872.08	2,872.08
56930 1/27/2	023 00217	CALIFORNIA TEAMSTERS UNBen35618	1/27/2023	UNION DUES TEAMSTERS: P	1,424.00	1,424.00
56931 1/27/2	023 00218	CWA LOCAL 9400 Ben35616	1/27/2023	UNION DUES CWA: PAYMENT	220.09	220.09
56932 1/27/2	023 00996	WAGEWORKS INC., HEALTHEBen35628	1/27/2023	DEPENDENT CARE FSA: PAY	877.01	877.01
				Sub total for BANK (	OF THE WEST:	100,730.84

apChkLst 01/25/2023 1:40:48PM

# Final Check List SOUTH BAY REGIONAL PCA

Page: 2

9 checks in this report.

Grand Total All Checks: 100,730.84

# D-3



# **Staff Report**

# South Bay Regional Public Communications Authority

**MEETING DATE:** February 21, 2023

**ITEM NUMBER:** D-3

**TO:** Executive Committee

COPY TO: Tim Lilligren, Treasurer

**FROM:** Bob Ridley, Interim Finance & Performance Audit Manager

**SUBJECT:** Cash & Investments Report/December 31, 2022

**ATTACHMENTS:** 1. Cash & Investments Report for December 31, 2022

2. LAIF Month End Statement for December 31, 2022

3. PMIA Performance Report as of December 31, 2022

## RECOMMENDATION

Staff recommends that the Executive Committee receive and file the Cash & Investments Report for December 31, 2022.

### **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. The Board of Directors receives the Cash & Investments Report annually.

# DISCUSSION

Staff has completed the bank reconciliation for December 31, 2022. 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 an increase from the monthly average yields in 2021.

## **FISCAL IMPACT**

None.

# D-3 Attachment 1



# SBRPCA Cash and Investments Report As of December 31, 2022 As of December 31, 2022

Funding Source	Bank Balance	posits Transit	0	utstanding Checks	Book Balance
Active Accounts					
MUFG Union Bank (General/Payroll) (Account Closed)	\$ <u>-</u>		\$	-	\$ <u>-</u>
Bank of the West (General/Payroll)	\$ 732,330.36		\$	49,556.22	\$ 682,774.14
<u>Investments</u>					
LAIF	\$ 7,898,313.24		\$	-	\$ 7,898,313.24
Total Investments	\$ 7,898,313.24	\$ -	\$		\$ 7,898,313.24
Other Cash on Hand					
Petty Cash	\$ -	\$ -	\$	-	\$ 500.00
					\$ 500.00
Total Cash & Investments					\$ 8,581,587.38
Breakdown of cash by fund: Fund 10 (Enterprise Fund) Fund 30 (Enterprise Fund) Fund 20 (SHSGP Grant Fund) Total					8,581,587.38 - 8,581,587.38

# 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 January 04, 2023

LAIF Home
PMIA Average Monthly
Yields

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

**Tran Type Definitions** 

/

Ending Balance:

Account Number: 15-19-001

December 2022 Statement

Total Withdrawal:

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
12/2/2022	12/1/2022	RW	1718720	1679041	VANESSA ALFARO	-175,000.00
12/9/2022	12/8/2022	RW	1718960	1679276	VANESSA ALFARO	-200,000.00
12/15/2022	12/15/2022	RD	1719175	1679499	ROBERT RIDLEY	800,000.00
12/21/2022	12/21/2022	RD	1719435	1679766	ROBERT RIDLEY	950,000.00
Account Solution Total Depo			1,750,0	000.00 Be	ginning Balance:	6,523,313.24

-375,000.00

7,898,313.24

# D-3 Attachment 3



# PMIA/LAIF Performance Report as of 01/18/23



# PMIA Average Monthly Effective Yields<sup>(1)</sup>

**December** 2.173 November 2.007 October 1.772

# Quarterly Performance Quarter Ended 12/31/22

LAIF Apportionment Rate<sup>(2)</sup>: 2.07

LAIF Earnings Ratio<sup>(2)</sup>: 0.00005680946709337

LAIF Fair Value Factor<sup>(1)</sup>: 0.981389258

PMIA Daily<sup>(1)</sup>: 2.29

PMIA Quarter to Date<sup>(1)</sup>: 1.98 PMIA Average Life<sup>(1)</sup>: 287

# Pooled Money Investment Account Monthly Portfolio Composition (1) 12/31/22 \$199.6 billion

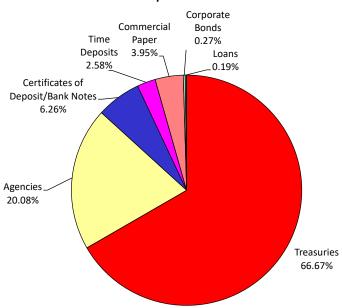


Chart does not include \$3,466,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

### 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:

<sup>(1)</sup> State of California, Office of the Treasurer

<sup>(2)</sup> State of Calfiornia, Office of the Controller

# **D-4**



# **Staff Report**

South Bay Regional Public Communications Authority

**MEETING DATE:** February 21, 2023

ITEM: D-4

**TO:** Executive Committee

**FROM:** M. Ross Klun, Executive Director

**SUBJECT:** AB 361 FINDINGS FOR SPECIAL BROWN ACT

REQUIREMENTS FOR TELECONFERENCE MEETINGS

### **SUMMARY:**

Staff has placed this item on the agenda to give the Executive Committee an opportunity to make findings specific in AB 361 (2021) for special Brown Act requirements for teleconference meetings. These special requirements give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

# **RECOMMENDATION:**

Staff recommends that the Executive Committee make the following findings so that meetings of the Executive Committee will be subject to the AB 361 special Brown Act requirements for teleconference meetings: 1) the Executive Committee has reconsidered the circumstances of the COVID-19 state of emergency; and 2) state and local officials continue to recommend measures to promote social distancing.

## **BACKGROUND**

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California due to the spread of COVID-19. The Governor subsequently issued numerous executive orders suspending or modifying state laws to facilitate the response to the emergency. Among other things, these executive orders superseded certain Brown Act requirements and established special rules to give local public agencies greater flexibility to conduct teleconference meetings. The special rules included provisions allowing local public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are publicly accessible, and without having to identify teleconference locations on the agenda. Those special rules expired September 30, 2021.

On September 16, 2021, in anticipation of the then-imminent expiration of his special rules for teleconference meetings, the Government signed AB 361. In key part, this bill amends the Brown Act to establish special requirements for teleconference meetings if a legislative body of a local public agency makes two findings pursuant to Government Code section

54953(e)(3). Like the special rules in the Governor's executive orders, the special Brown Act requirements in AB 361 include provisions allowing public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are public accessible, and without having to identify teleconference locations on the agenda. The AB 361 special Brown Act requirements are scheduled to be repealed on January 1, 2024.

In order for a local public agency to be subject to the AB 361 Brown Act requirements for teleconference meetings, a legislative body of a local public agency first must make a finding that it has "reconsidered" the circumstances of a declared state of emergency. Second, the legislative body must find that such emergency continues to directly impact the ability of the legislative body's members to meet in person. Alternatively, for the second finding, the legislative body must find that state or local officials continue to impose or recommend social distancing measures. These findings must be made within 30 days after the legislative body teleconferences for the first time under AB 361 and every 30 days thereafter.

The COVID-19 state of emergency declaration is still in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. Thus, the California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness or death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing.

## **FISCAL IMPACT**

None.

# D-5



# Staff Report

# South Bay Regional Public Communications Authority

**MEETING DATE:** February 21, 2023

**ITEM NUMBER:** D-5

**TO:** Executive Committee

**FROM:** M. Ross Klun, Executive Director

**SUBJECT:** APPROVAL OF A CHANGE PURCHASE ORDER IN THE

AMOUNT OF \$25,000 TO RICHARDS, WATSON, @ GERSHON FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$90,000 FOR

**LEGAL SERVICES** 

ATTACHMENT: None

## **RECOMMENDATION**

Staff recommends the Executive Committee approve a change purchase order to Richards, Watson & Gershon (RWG) in the amount of \$25,000.00 for a total not-to-exceed amount of \$90,000.00 for legal services.

## **BACKGROUND**

The Executive Committee approved a Blanket Purchase Order (BPO) to RWG in the amount of \$50,000 on June 21, 2022. In addition, the Executive Director approved an additional \$15,000 on January 24, 2023. Since year-end expenditures associated with this vendor are anticipated to total \$90,000, approval of the Executive Committee for this change purchase order is required, per Resolution 352 adopted on September 29, 2022.

## DISCUSSION

The Authority contracts with RWG for legal services. At the request of the Executive Committee, RWG contracted with Municipal Resource Group (MRG) to prepare a workplace assessment. The MRG cost to RWG was then passed on to the Authority. In order to fund RWG's legal services through the end of the fiscal year, a change purchase order in the amount of \$25,000.00 is recommended. Such a change would bring the total

not-to-exceed amount on the BPO to \$90,000.00. A summary of the purchase order authorizations for the current fiscal year is as follows:

Purchase Order Authorized by Executive Committee on 06/21/2022	\$50,000
Change Order Authorized by Executive Director on 01/24/2023	\$15,000
Change Order Requested	\$25,000
Total Not-to-Exceed Amount	\$90,000

# **FISCAL IMPACT**

None. Funding for these services is available in the adopted Fiscal Year 2022-2023 budget.

# D-6



# Staff Report

# South Bay Regional Public Communications Authority

**MEETING DATE:** February 21, 2023

**ITEM NUMBER:** D-6

**TO:** Executive Committee

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

**SUBJECT:** AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC

COMMUNICATIONS AUTHORITY AND SMART JANITORIAL

INCORPORATED FOR JANITORIAL SERVICES

**ATTACHMENT:** 1. Agreement

## RECOMMENDATION

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

## DISCUSSION

The Authority's agreement with Smart Janitorial, Inc. expires on June 30, 2023.

Staff recommends continuing to contract with Smart Janitorial, Inc. for janitorial services. The vendor has been providing excellent service to the Authority since July, 1, 2019. Additionally, the vendor has been in business over 20 years and provides janitorial services to over 100 locations in Southern California.

# **FISCAL IMPACT**

None. Funds for the agreement, which total \$49,620 per year, are included in the approved Fiscal Year 2023-2024 Budget.

# D-6 Attachment 1

# AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND COMPLETE OFFICE CLEANING, LLC. FOR JANITORIAL SERVICES

This Agreement ("Agreement") is dated February \_\_\_\_, 2023 (the "Effective Date") and is between the South Bay Regional Public Communications Authority ("Authority"), a Joint Powers Authority, and Complete Office Cleaning, LLC., a California corporation ("Contractor"). Authority and Contractor are sometimes referred to herein as the "Parties", and individually as a "Party".

### **RECITALS**

- A. Authority desires to utilize the services of Contractor as an independent contractor to provide janitorial maintenance at its headquarters office building.
- B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education, and expertise of its principals and employees.
- C. Authority desires to retain Contractor and Contractor desires to serve Authority to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

## 1. Contractor's Services.

- A. <u>Scope of Services</u>. 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. <u>Party Representatives</u>. 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 Rolando Reyes (the "Contractor Representative"). The Contractor Representative shall directly manage Contractor's Services under this Agreement. The Contractor Representative shall also be authorized to accept service of legal process on behalf of Contractor. Contractor shall not change the Contractor Representative without Authority's prior written consent.
- C. <u>Time for Performance</u>. 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. <u>Standard of Performance</u>. 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. <u>Personnel</u>. 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. <u>Compliance with Laws</u>. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements, including all registration requirements of the California Department of Industrial Relations.
- G. <u>Permits and Licenses</u>. 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, 2024, ("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 one additional one year term or such other term not to exceed one year from the Termination Date pursuant to the same terms and conditions of this Agreement.

### 3. Compensation.

- A. <u>Compensation.</u> As full compensation for Services satisfactorily rendered, Authority shall pay Contractor at the monthly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Contractor be paid more than \$105,840 (the "Maximum Compensation").
- B. <u>Expenses</u>. The Authority will not reimburse Contractor for any expenses, unless expenses are agreed upon in advance in writing by both parties.
- C. <u>Unauthorized Services and Expenses</u>. 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. <u>Invoices</u>. 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, monthly 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. <u>Payment</u>. 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. <u>Audit of Records</u>. 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. The Services shall be performed by Contractor or under its supervision. Contractor is, and shall at all times remain as to Authority, a wholly independent contractor and not an employee. Contractor will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Authority. Neither Authority nor any of its employees, officers, or agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of Authority.

### 6. Information and Documents.

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

- B. Contractor shall promptly notify Authority should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any work performed by Contractor for the Authority. Authority may, but has no obligation to, be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with Authority and to provide Authority with the opportunity to review any response to discovery requests provided by Contractor. However, Authority's right to review any such response does not imply or mean the right by Authority to control, direct, or rewrite the response.
- C. All Data required to be furnished to Authority in connection with this Agreement shall become Authority's property, and Authority may use all or any portion of the Data submitted by Contractor as Authority deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become Authority's sole property and may be used, reused or otherwise disposed of by Authority without Contractor's permission. Contractor may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Contractor.
- D. Contractor's covenants under this Section shall survive the expiration or termination of this Agreement.
- 7. Conflicts of Interest. Contractor and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Contractor's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Contractor may perform similar Services for other clients, but Contractor and its officers, employees, associates and subcontractors shall not, without the Authority Representative's prior written approval, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Contractor shall incorporate a clause substantially similar to this Section into any subcontract that Contractor executes in connection with the performance of this Agreement.

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

### A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its officers, attorneys, agents, employees, designated volunteers, successors, assigns, members of its

committees, and all of the officers, officials, and employees of each of the cities that are members of the Authority at the time this Agreement is in effect (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. 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 pay and satisfy any judgment, award or decree that may be rendered against Indemnitees as part of any claim, suit, action or other proceeding of every kind covered in this subparagraph. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith. Contractor's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received 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.1).
- 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. <u>Workers' Compensation Acts not Limiting</u>. 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. <u>Insurance Requirements not Limiting</u>. 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. <u>Survival of Terms</u>. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

### 9. Insurance.

- A. <u>Minimum Scope and Limits of Insurance</u>. 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. <u>Acceptability of Insurers</u>. 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. <u>Additional Insured</u>. 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. <u>Primary and Non-Contributing</u>. 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. <u>Contractor's Waiver of Subrogation</u>. 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. <u>Deductibles and Self-Insured Retentions</u>. 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. <u>Cancellations or Modifications to Coverage</u>. 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. <u>Authority Remedy for Noncompliance</u>. 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. <u>Evidence of Insurance</u>. 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. <u>Indemnity Requirements not Limiting</u>. 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. <u>Subcontractor Insurance Requirements</u>. 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. <u>Authority's Cooperation</u>. 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. <u>Contractor's Cooperation</u>. 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. <u>Right to Terminate</u>. Authority may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least thirty 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. <u>Obligations upon Termination</u>. 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: M. Ross Klun, Executive Director

SBRPCA

4440 W. Broadway

Hawthorne. California 90250 Telephone: 310-973-1802

Email: rklun@rcc911.org

If to Contractor:

Attn: Rolando Reyes

Smart Janitorial Incorporated 17192 Murphy Avenue #16261

Irvine. California 92623 Telephone: 888-315-7671

Email: rolando@smartjanitorial.com

- 16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.
- Prohibition of Assignment and Delegation. Contractor shall not assign any of 17. 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 this Agreement.	Party is formally bound to the provisions of

Agreement on the date stated in the introductory clause. Authority: Contractor: South Bay Regional Public Smart Janitorial Incorporated Communications Authority a California corporation a Joint Powers Authority By: By: Name: Vontray Norris Name: Rolando Reyes Title: Chief Operating Officer Title: Executive Committee Chairperson ATTEST:

The Parties, through their duly authorized representatives are signing this

-14-

By: \_\_\_\_\_ Name: M. Ross Klun

Title: Executive Director

### EXHIBIT A SCOPE OF SERVICES

Smart Janitorial Services will provide professional janitorial services to the Authority at its headquarters office building beginning July 1, 2023. This detailed cleaning will be provided on a daily basis, year round, including weekends and holidays.

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

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

The frequency as specified and as needed to maintain a clean condition is subject to change based upon need. For example, tasks that are designated "Daily" are to be performed at each visit. Should a task require immediate attention and deviate from the schedule, it will be completed immediately.

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

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

- 7. **Furniture moving:** When necessary for the Contractor to move furniture and furnishings, it will be done with extreme care and furniture returned to original positions.
- 8. **Level of care:** Contractor shall exercise due care at all times to ensure that cleaning products and practices do not cause damage to finishes, furnishings, or fixtures. Contractor shall restore to good condition any items damaged from lack of due care by Contract

### EXHIBIT B APPROVED FEE SCHEDULE

As full compensation for Contractor's Services provided under this Agreement, Authority shall pay Contractor the monthly fee of \$4,135, in the amount not to exceed \$49,620 for fiscal year 2023/2024.

Authority shall pay Contractor the monthly fee of \$4,685 in the amount not to exceed \$56,220 for fiscal year 2024/2025.

### F-1



### **Staff Report**

### South Bay Regional Public Communications Authority

**MEETING DATE:** February 21, 2023

**ITEM NUMBER:** F-1

TO: Executive Committee

**FROM:** M. Ross Klun, Executive Director

Bob Ridley, Interim Finance & Performance Audit Manager Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: FISCAL YEAR 2023-2024 PRELIMINARY BUDGET

ATTACHMENTS: 1. Fiscal Year 2023-2024 Preliminary Budget

### **RECOMMENDATION**

Staff recommends that the Executive Committee provide direction on the preliminary budget for Fiscal Year 2023-2024.

### **DISCUSSION**

The Authority derives its revenue from five main sources:

- 1. Member City Assessments
- 2. Contract City Assessments
- 3. Technical Services Division Workload Support Charges
- 4. Reimbursements from Member and Contract Agencies and Other Revenues
- 5. Investment Earnings

### Member Cost Allocation Assessment

Effective FY23-24, the Board of Directors amended the Cost Allocation Policy to include Technical Services Division Workload Support Charges in the annual assessment by using a rolling three-year average of labor hours associated with vehicle installation and repair work orders. Previously, Workload Support Charges were billed quarterly and derived by each agency's percentage of labor hours associated with work orders for the quarter being billed. A summary of the Fiscal Year 2023-2024 assessments is as follows:

	FY22-23	FY23-24	Increase
Member City	Assessment	Assessment	(Decrease)
Gardena	\$2,233,811	\$2,465,655	\$231,844
Hawthorne	2,729,338	2,975,629	246,291
Manhattan Beach	1,606,565	1,827,220	220,655
Totals	\$6,569,714	\$7,268,504	\$698,790

For Fiscal Year 2022-2023 the above Member City assessment amounts do not include Technical Services Division Workload Support charges. For Fiscal Year 2023-2024 the Technical Services Division Workload Support charges are included in the assessment.

### Contract City Cost Allocation Assessment

The assessment for the cities of El Segundo and Hermosa Beach are based on the Cost Allocation Policy with discounts for El Segundo to allow cost increases to be phased-in over a four-year period through FY23-24. In 2022 a new five-year agreement, which transitions Culver City to the Cost Allocation Policy, was approved by City Council. Therefore, the assessment is also derived using the Cost Allocation Policy.

Contract City	FY22-23 Assessment	FY23-24 Assessment	Increase (Decrease)
Culver City	\$2,762,991	\$3,042,921	\$279,930
El Segundo	1,869,811	2,044,684	174,873
Hermosa Beach	798,138	881,869	83,731
Totals	\$5,430,940	\$5,969,474	\$538,534

For Fiscal Year 2022-2023 the above Contract City assessment amounts do not include Technical Services Division Workload Support charges. For Fiscal Year 2023-2024 the Technical Services Division Workload Support charges are included in the assessment.

### **Technical Services Division Workload Support Charges**

In accordance with the Cost Allocation Policy adopted by the Board of Directors the costs related to vehicle upfitting services provided by the Technical Services Division will now be included as part of the annual assessment. In Fiscal Year 2022-2023 these charges where budgeted at \$565,791. Thus part of the increase in the annual assessment billed quarterly to the Member Cities and Contract Cities is attributable to this change in cost allocation method.

### Revenue Summary

Total revenues are estimated to increase by 5.28% or \$711,598 to \$14,182,360 compared to the revenue projections in the Fiscal Year 2022-2023 Adopted Budget.

### **Expense Summary**

The preliminary expenditure budget is \$13,518,929, which represents an increase of \$677,775 or 5.28% in expenses compared to the Fiscal Year 2022-2023 Adopted Budget.

REVENUE SUMMARY BY CATEGORY – ENTERPRISE FUND (FUND 10)						
	FY21-22	FY21-22	FY22-23	FY23-24	Inc/(Dec)	Inc/(Dec)
	Adopted	Actual	Adopted	Proposed	\$	%
Assessments						
Member Cities	\$6,222,755	\$6,222,755	\$6,569,714	\$7,268,476	\$698,762	10.55%
Contract Cities	5,149,108	5,149,108	5,430,940	5,969,465	538,525	9.86%
Subtotal Assessments	\$11,371,863	\$11,371,863	\$12,000,654	\$13,237,941	\$1,237,287	10.24%
Non-Assessment Revenue	\$1,448,004	\$1,048,982	\$1,470,108	\$,944,382	(525,726)	(35.76%)
Grand Total	\$12,819,867	\$12,420,845	\$13,470,762	\$14,182,323	\$711,561	5.28%

EXPENSE SUMMARY BY CATEGORY – ENTERPRISE FUND (FUND 10)						
	FY21-22	FY21-22	FY22-23	FY23-24	Inc/(Dec)	Inc/(Dec)
	Adopted	Actual	Adopted	Proposed	\$	%
Operating Budget	\$12,102,356	\$11,261,290	\$12,641,154	\$13,318,929	\$680,410	5.38%
Capital Outlay	200,000	71,452	200,000	200,000	0	0.00%
Total	\$12,302,356	\$11,332,742	\$12,841,154	\$13,518,929	\$680,410	5.30%
Salaries & Benefits	\$9,582,138	\$9,184,972	\$10,045,152	10,340,866	295,714	3.09%
Supplies/Svcs/Equip	2,520,218	2,076,317	2,596,002	2,978,063	382,061	15.16%
Capital Outlay	200,000	71,452	200,000	200,000	0	0.00%
Total	\$12,302,356	\$11,332,742	\$12,841,152	\$13,518,929	\$677,775	5.28%
Revenues Over (Under) Expenses	\$517,511	\$1,088,103	\$629,608	\$663,394		

### Changes from Prior Year

The following are the ten most significant increases or decreases in budgeted accounts:

- Salaries/Full-Time (\$290,780 Increase): Includes contracted and estimated increases from MOUs and agreements with employee groups as well as filling vacancies.
- IT Computer Contract Services (\$164,000 Increase): This increase reflects Mark 43 CAD contract.
- PERS Contribution (\$92,362 Increase): Includes estimated increase in Normal Pension cost as well as increase in pensionable compensation as explained in the first item.
- General Liability Insurance (\$77,500 Increase): Increase relates to industry-wide increases due to current market conditions.
- Holiday Payoff (\$48,000 *Decrease*): Decrease due to anticipated decrease in amounts eligible for payoff.

- PERS Contribution UAL (\$46,886 *Decrease*): Decrease relates fluctuation in actuarial valuation impacted by additional contributions and favorable June 30, 2021 market valuation. This is projected to increase for following three years.
- Parts Billing (\$39,900 Increase): Increase relates to increased parts costs and post pandemic increased utilization.
- GST Software Reimbursable (\$22,365 Increase): Increase relates cost escalation and is reimbursed by member and contract cities.
- Sick Leave Payoff (\$19,901 Decrease): Decrease similar to Item 5, Holiday Payoff, new employees have not accumulated hours and other employees have cashed out, reducing their balances.
- Electricity HQ (\$15,000 Increase): Increase relates to industry-wide increases due to current market conditions.

### Work Plan Objectives for Fiscal Year 2023-2024:

Staff believes the preliminary budget will provide the necessary funds to accomplish the Authority's objectives for the coming year, which include:

### Staffing and Recruitment

Reach and maintain budgeted staffing levels ≥90% for Communications
 Operators and Supervisors. Identify areas of further improvement in
 recruitment and hiring.

### Mark43 CAD System

• Complete development of the Mark43 Computer Aided Dispatch (CAD) system and go live with the product. Continue work with Mark43, during post-cutover phase, on refinements.

### **Employee Engagement and Recognition**

 Support existing programs, and start new ones, to enhance wellness, increase involvement and recognition, and encourage professional development for all members of the Authority.

### Succession Planning

Identify and develop potential candidates to fill major roles at all levels
of the Authority. Forecast the vacancy of senior management positions
and prepare selected succession choices to fill them.

### > Fiscal Sustainability

 Develop a 5-Year Capital Improvement Plan (CIP). Work with the Authority's Treasurer on the CIP funding strategy. Propose Budgetary Policy amendments for the use and remittance of the unreserved Fund 10 Enterprise Fund balance.

### > Strategic Plan

 Work with internal and external stakeholders, User and Executive Committees, and Board of Directors, to develop a 5-year strategic plan for the Authority.

Attachment #1 (Fiscal Year 2023-2024 Preliminary Budget) details staff's proposed use of budgeted funds along with descriptions of the Authority's programs, associated work plan objectives, and performance measure data.

This preliminary budget continues to fund the Authority's goal of providing an outstanding level of service to the communities it serves. Upon receipt of direction from the Executive Committee, the final recommended budget will be presented to the Board of Directors for consideration of adoption at the joint meeting of the Board of Directors, Executive Committee, and User Committee on March 21, 2023.

### **FISCAL IMPACT**

As proposed, revenues are anticipated to exceed expenditures by \$663,431 as indicated below:

Estimated Cash Available (Fund 10) as of June 30, 2023	\$5,533,048
FY 2023-24 Revenues	14,182,360
FY 2023-24 Expenditures	13,518,929
Revenues Over Expenditures	663,431
Pension and OPEB Funding	(406,814)
Estimated Cash Available (Fund 10) as of June 30, 2024	\$5,789,665
Operating and Capital Reserve	(1,392,638)
Available Balance after Reserve Allocation	\$4,397,027

Allocation of Estimated Cash Available after Reserve Allocation				
Member June 30, 2023 June 30, 202				
City of Gardena	\$1,237,544	\$1,410,566		
City of Hawthorne	1,738,656	1,981,740		
City of Manhattan Beach	881,480	1,004,721		
Total	\$3,857,679	\$4,397,027		

## F-1 Attachment 1

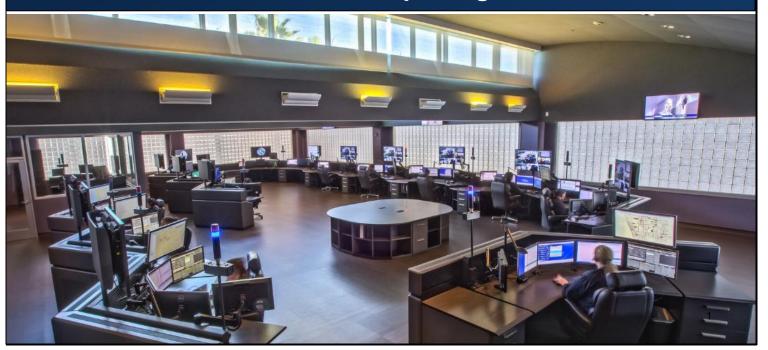


## SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY



### SBRPCA

Fiscal Year 2023-2024
Preliminary Budget



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### **AUTHORITY OFFICIALS**

### **Board of Directors**

Rodney Tanaka Councilmember City of Gardena **Alex Monteiro** *Councilmember*City of Hawthorne

**David Lesser** *Councilmember*City of Manhattan Beach

### **Executive Committee**

**Clint Osorio** *City Manager*City of Gardena

Vontray Norris
City Manager
City of Hawthorne

**Bruce Moe** *City Manager*City of Manhattan Beach

### **User Committee**

Michael Saffell Chief of Police City of Gardena **Gary Tomatani** Interim Chief of Police City of Hawthorne Rachel Johnson

Chief of Police

City of Manhattan Beach

**Mike Lang** *Fire Chief*City of Manhattan Beach

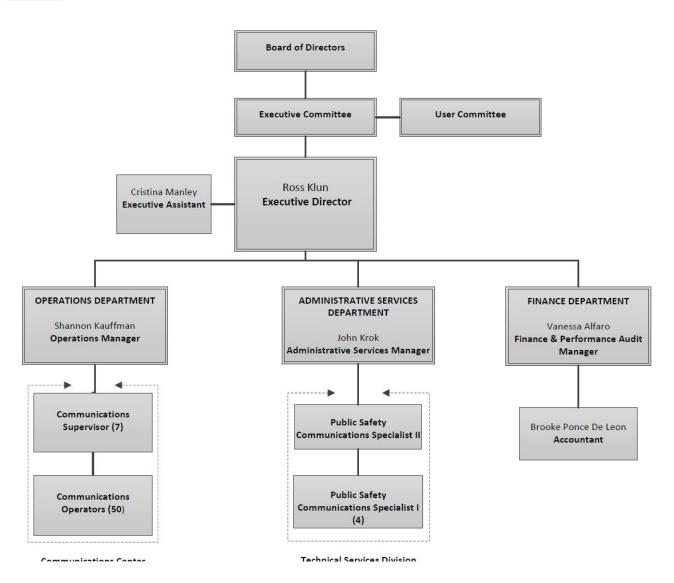
### **SBRPCA Staff**

M. Ross Klun, Executive Director
Shannon Kauffman, Operations Manager
John Krok, Administrative Services Manager
Vanessa Alfaro, Finance & Performance Audit Manager
Brooke Ponce De Leon, Accountant
Cristina Manley, Executive Assistant



### **Organization Chart**

Fiscal Year 2023-2024



# VISION MISSION VALUES

To lead the way in regional emergency communications and shape the future of public safety through collaboration with our communities.

We are dedicated to professionalism and excellence in public safety communications.

### **TEAMWORK**

We collaborate with one another and with our fire and police departments to manage incidents in the field and ensure the safety of the first responders and the public.

### PROFESSIONALISM

With our actions and our demeanor, we provide the highest levels of service to our communities.

### **EMPATHY**

A tangible display of empathy to callers shows respect to the people we serve and can help diffuse stressful situations for police officers and firefighters.

### INNOVATION

We embrace continuous improvement as the cornerstone of continued service excellence and sustained fiscal viability.



### **Budget Message**

March 21, 2023

Members of the Board of Directors:

The Authority closed out another year providing more of the exceptional service our communities have come to expect. We remain a role model in southern California for regional emergency dispatch services in terms of sustainability and performance. The Authority took a major step in 2022 to improve its financial position by implementing a policy for the ongoing funding for pension and other post-employment benefits unfunded liabilities. The Authority's 9-1-1 call answer times greatly exceeded the national industry standard of 90% answered within 15 seconds or less time. Our 9-1-1 call answer times were at or above 98% for the entire year. The following are more of the agency's statistics and accomplishments in 2022 that we can all be proud of:

Total Phone Calls Received	348,926
Non-Emergency Calls Received	221,345
9-1-1 Calls Received	127,581

Total Dispatched Calls for Service	337,277
Number of Fire Calls for Service	12,956
Number of Police Calls for Service	324,321

- Celebrated the retirement of two Communications Operators, each with 25+ years with the Authority. Recognized one employee with a 25-year career service award.
- Completed 352 work orders of various equipment used in Police, Fire, and Public Works vehicles in CY2022. These Technical Services Division work orders equated to more than 2,500 labor hours of work performed.
- Processed 206 applications, administered 113 CritiCall screening tests, and conducted 62 interviews. Refinements were made to the Authority's hiring process to reduce the time from application-to-hire date.
- Signed an agreement with Culver City for a new 5-year contract for police and fire dispatch services. With this, all of the Authority's cities are now operating under the Cost Allocation Policy.

- Entered into an Agreement with each of the Authority's three labor groups. For the first time in over a decade the Authority has concurrent 3-year agreements with all its labor groups expiring in June 2025.
- Amended the Authority's Cost Allocation Policy to annually calculate the Technical Services
  Division workload support charges on a rolling three-year average of labor hours used by each
  agency. This is more equitable and alleviates large billing fluctuations which presented a
  budgeting challenge for our cities' chiefs.
- Entered into an Agreement with Mark43 for its Computer Aided Dispatch (CAD) product and began working towards an implementation date in 2023
- Introduced a Recruitment Incentive and Referral Bonus policy that has strengthened the Authority's ability to attract and hire highly qualified people for hard to fill positions such as Communications Operator.
- Adopted a new Purchasing Policy to allow for greater efficiency in procuring goods and services.
- Contracted with a new bank for services and completed the Authority's changeover seamlessly.

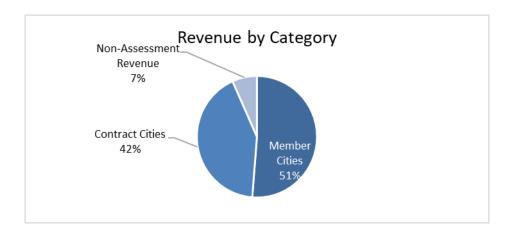
Having these accomplishments in mind, staff is ready to build on these successes and respectfully submits the Fiscal Year 2023-2024 Preliminary Budget. In developing this budget, staff was mindful of the financial impact to the Member Cities, while maintaining the Authority's goal of continuing to provide an outstanding level of service to the communities served.

Assessments for Member Cities are based on the Cost Allocation Policy adopted by the Board of Directors in Fiscal Year 2019-20 and updated in September 2022. Discounts for the City of Manhattan Beach and premiums for the City of Gardena and the City of Hawthorne were phased in over a three-year period and are no longer included in the FY24 Preliminary Budget.

The assessments for the cities of Culver City, Hermosa Beach, and El Segundo are based on the Cost Allocation Policy with discounts for the City of El Segundo to allow cost increases to be phased-in through FY2023-2024.

Total revenues are estimated to increase by 5.28% to \$14,182,323. Assessment amounts include Technical Services Division Workload Support charges, utilizing the Cost Allocation Policy revised and approved in September 2022. Effective FY23-24, the Board of Directors amended the Cost Allocation Policy to include Technical Services Division Workload Support Charges in the annual assessment by using a rolling three-year average of labor hours associated with vehicle installation and repair work orders. Previously, Workload Support Charges were billed quarterly and derived by each agency's percentage of labor hours associated with work orders for the quarter being billed. The agreements with contract cities of Culver City, El Segundo, and Hermosa Beach have all been executed and expire on June 30, 2027, June 30, 2030, and June 30, 2030 respectively.

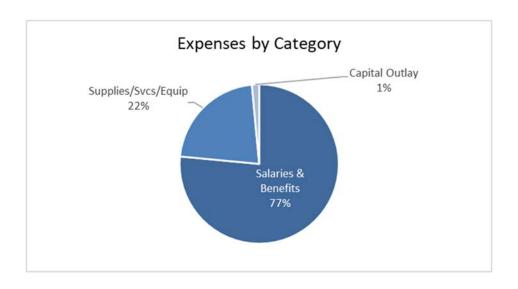
REVENUE SUMMARY BY CATEGORY – ENTERPRISE FUND (FUND 10)							
	FY20-21	FY20-21	FY21-22	FY22-23	FY23-24	Inc/(Dec)	Inc/(Dec)
	Adopted	Amended	Adopted	Adopted	Proposed	\$	%
Assessments							
Member Cities	\$6,558,300	\$6,023,386	\$6,222,755	\$6,569,714	\$7,268,476	\$698,762	10.64%
Contract Cities	5,291,029	4,901,495	5,149,108	5,430,940	5,969,465	538,525	9.92%
Subtotal Assessments	\$11,849,329	\$10,924,881	\$11,371,863	\$12,000,654	\$13,237,941	\$1,237,287	10.31%
Non-Assessment Revenue	\$1,299,929	\$1,321,169	\$1,448,004	\$1,470,108	\$944,382	-525,726	-35.76%
Grand Total	\$13,149,258	\$12,246,050	\$12,819,867	\$13,470,762	\$14,182,323	\$711,561	5.28%



The preliminary expenditure budget is \$13,518,929, which represents an increase of \$677,775 or 5.28% in expenses compared to the adopted budget for Fiscal Year 2022-2023.

The following tables and charts illustrate the significant budget categories with their corresponding increases and decreases.

EXPENSE SUMMARY BY CATEGORY – ENTERPRISE FUND (FUND 10)							
	FY20-21	FY20-21	FY21-22	FY22-23	FY23-24	Inc/(Dec)	Inc/(Dec)
	Adopted	Amended	Adopted	Adopted	Proposed	\$	%
Operating Budget	\$12,688,443	\$11,834,095	\$12,102,356	\$12,641,154	\$13,318,929	\$ 677,775	5.36%
Capital Outlay	250,000	252,500	200,000	200,000	200,000	-	0.00%
Total	\$12,938,443	\$12,086,595	\$12,302,356	\$12,841,154	\$13,518,929	\$677,775	5.28%
Salaries & Benefits	\$10,170,486	\$9,359,304	\$9,582,138	\$10,045,152	\$10,340,866	\$ 295,714	2.94%
Supplies/Svcs/Equip	2,517,957	2,474,791	2,520,218	2,596,002	2,978,063	382,061	14.72%
Capital Outlay	250,000	252,500	200,000	200,000	200,000	-	0.00%
Total	\$12,938,443	\$12,086,595	\$12,302,356	\$12,841,154	\$13,518,929	\$677,775	5.28%



### **Expenditure Changes from the Prior Year:**

The following are the ten most significant increases or decreases in budgeted accounts:

Summary of Top 10 Expenditure Increases (Decreases)							
	FY22-23	FY23-24	Inc (Dec)	Inc (Dec)			
Line Item	Adopted	Proposed	\$	%			
Salaries (Full-Time)	6,567,750	6,858,530	290,780	4.43%			
IT Computer Contract Services	200,000	364,000	164,000	82.00%			
PERS Contribution	729,984	822,346	92,362	12.65%			
General Liabitlity Insurance	259,500	337,000	77,500	29.87%			
Holiday Payoff	100,000	52,000	(48,000)	-48.00%			
PERS Contribution UAL	676,566	629,680	(46,886)	-6.93%			
Parts - Billing	700,000	739,900	39,900	5.70%			
GST Software Reimbursable	55,327	77,692	22,365	40.42%			
Sick Leave Payoff	155,819	135,918	(19,901)	-12.77%			
Electricity - HQ	135,000	150,000	15,000	11.11%			

- 1. Salaries/Full-Time (\$290,780 Increase): Includes contracted and estimated increases from MOUs and agreements with employee groups as well as filling vacancies.
- 2. IT Computer Contract Services (\$164,000 Increase): This increase reflects CAD contract.
- 3. PERS Contribution (\$92,362 Increase): Includes estimated increase in Normal Pension cost as well as increase in pensionable compensation as explained in the first item.
- 4. General Liability Insurance (\$77,500 Increase): Increase relates to industry-wide increases due to current market conditions.
- 5. Holiday Payoff (\$48,000 Decrease): Decrease due to anticipated decrease in amounts eligible for payoff.
- 6. PERS Contribution UAL (\$46,886 Decrease): Decrease relates fluctuation in actuarial valuation impacted by additional contributions and favorable June 30, 2021 market valuation. This is projected to increase for following three years.
- 7. Parts Billing (\$39,900 Increase): Increase relates to increased parts costs and post pandemic increased utilization.

- 8. GST Software Reimbursable (\$22,365 Increase): Increase relates cost escalation and is reimbursed by member and contract cities.
- 9. Sick Leave Payoff (\$19,901 Decrease): Decrease similar to Item 5, Holiday Payoff, new employees have not accumulated hours and other employees have cashed out, reducing their balances.
- 10. Electricity HQ (\$15,000): Increase relates to industry-wide increases due to current market conditions.

### **Additional Budget Information**

Beginning in Fiscal Year 2015-2016, CalPERS began to require payment for each agency's unfunded actuarial liability (UAL) as a separate payment for each coverage plan. These payments are based on each plan's total liability rather than by plan individual payroll to allow employers to track their own UAL and pay it down faster if they choose. Normal Cost rates for FY2023-24 for Tier 1, Tier 2, and PEPRA employee groups are 12.47%, 10.10%, and 7.68%, respectively. All employees pay at least one half of the employee contribution previously paid by the Authority. UAL payments for Tier 1, Tier 2, and PEPRA employee groups are \$628,862, -0-, and \$818, respectively. The total increase in retirement costs for Fiscal Year 2022-2023 is \$45,476.

Additionally, costs for step increases earned by newer employees who have not yet reached the top of the approved salary range for their positions are included. Total costs for salary and benefit increases in the preliminary budget for Fiscal Year 2023-2024 are \$295,714.

The remaining increases to operating expenses are included in a detailed listing by account in the subsequent pages.

### Capital Outlay for Fiscal Year 2023-2024:

The capital outlay project request is for \$200,000 for communications, technology, and infrastructure replacement purchases.

*Members' Assessments for Fiscal Year 2023-2024:* The calculation of the assessments is found in the Financial Summaries section of the document. The budget, as presented, uses the Cost Allocation Policy adopted in FY2019-20 and as updated in September 2022.

#### **Assessments for Contract Cities:**

The current agreement with Culver City was approved in March 2022 and expires on June 30, 2027. The new five-year agreement transitions Culver City to the Cost Allocation Policy. Culver City's assessment based on the Cost Allocation Policy is \$3,042,915, an increase of \$279,924.

El Segundo's assessment is \$2,044,684, an increase of \$174,873. A new agreement was finalized in January 2020, which transitioned El Segundo to the Cost Allocation Policy over a four-year period. The agreement provides a discount of \$75,811 for the FY23-24 assessment. The current agreement expires on June 30, 2030.

Hermosa Beach's assessment is \$881,866, an increase of \$83,728. An agreement was finalized in Fall 2020 effective July 1, 2020, which transitioned Hermosa Beach to the Cost Allocation Policy and combined police dispatching services with the City of Manhattan Beach. The current agreement expires on June 30, 2030.

#### **Technical Services Division Workload Support Charges**

Under the Cost Allocation Policy, Technical Services Division costs are allocated into two functional areas, Dedicated Support and Workload Support.

Dedicated Support charges are derived by each agency's corresponding percentage of police and fire vehicles that are anticipated to be active in inventory (either in-service or pending commissioning/decommissioning) during the assessment year. All such vehicles are listed on each agency's "Active Vehicle Inventory List" and certified annually by its Chief of Police or Fire Chief. The Dedicated Support portion of Technical Services Division costs is included as part of each city's annual assessment.

Effective FY23-24, the Board of Directors amended the Cost Allocation Policy to include Technical Services Division Workload Support Charges in the annual assessment by using a rolling three-year average of labor hours associated with vehicle installation and repair work orders. Previously, Workload Support Charges were billed quarterly and derived by each agency's percentage of labor hours associated with work orders for the quarter being billed.

#### **Operations Department**

As part of the annual budget development process, staff has reviewed the current staffing allocation plan that allocates Communications Operator staffing between the Operations Department's three functional areas of Call-Taking, Police Dispatch and Fire Dispatch and recommends no modification to the existing allocation plan illustrated below:

Function	Position Allocations	Allocation of Operations Department Costs
Call-Taking	3.5	35%
Police Dispatch	5.0	50%
Fire Dispatch	1.5	15%
Total	10.00	100%

#### Other Revenues:

These include interest income from the Authority's investment with the Local Agency Investment Fund (LAIF), and reimbursements from participating agencies for wireless services, GST software maintenance, and other reimbursable services.

## Work Plan Objectives for Fiscal Year 2023-2024:

Staff believes the preliminary budget will provide the necessary funds to accomplish the Authority's objectives for the coming year, which include:

### > Staffing and Recruitment

Reach and maintain budgeted staffing levels ≥90% for Communications
 Operators and Supervisors. Identify areas of further improvement in
 recruitment and hiring.

### Mark43 CAD System

• Complete development of the Mark43 Computer Aided Dispatch (CAD) system and go live with the product. Continue work with Mark43, during post-cutover phase, on refinements.

### **Employee Engagement and Recognition**

 Support existing programs, and start new ones, to enhance wellness, increase involvement and recognition, and encourage professional development for all members of the Authority.

### Succession Planning

• Identify and develop potential candidates to fill major roles at all levels of the Authority. Forecast the vacancy of senior management positions and prepare selected succession choices to fill them.

#### > Fiscal Sustainability

Develop a 5-Year Capital Improvement Plan (CIP). Work with the Authority's
Treasurer on the CIP funding strategy. Propose Budgetary Policy amendments
for the use and remittance of the unreserved Fund 10 Enterprise Fund balance.

#### > Strategic Plan

 Work with internal and external stakeholders, User and Executive Committees, and Board of Directors, to develop a 5-year strategic plan for the Authority.

#### Fund Balance/Reserves:

In accordance with the Executive Committee's Budget Policy, as established by Resolution No. 321, the preliminary Fiscal Year 2023-2024 budget includes a 10% Operational and Capital Reserve of \$1,351,893.

In October 2011 the Executive Committee established a reserve in the amount of \$250,000 for future funding of OPEB liabilities. In September 2020, the Board of Directors approved a resolution to establish a Section 115 Trust for pre-funding OPEB obligations and the \$250,000 reserve was transferred to the Trust in June 2021.

Additionally, in January 2022, the Board of Directors approved an Additional Discretionary Payment (ADP) towards the Authority's pension liability and a contribution to the Section 115 Trust for OPEB of \$281,864 and \$192,679, respectively. A revision to the Budget Policy was presented and approved to allow ongoing funding of pension and OPEB unfunded liabilities using budgetary surplus and unrestricted available fund balance each fiscal year. Therefore, fund balance projections include tentative ADPs and trust contributions over the next several years. The amounts recommended for the FY 2023-2024 budget are \$179,652 (OPEB) and \$227,162 (PERS).

The available Enterprise Fund cash balance is projected to be \$4,181,155 by June 30, 2023 and \$4,396,990 by June 30, 2024, and has been allocated to each member based on its ownership percentage of the Authority.

## Acknowledgement:

I thank the Board of Directors, the Executive Committee, the User Committee, and the Police and Fire Task Forces for their continued support for another successful year at the Authority. I also want to thank the Authority staff for consistently providing outstanding service to the communities we serve.

Respectfully submitted,

morroll

M. Ross Klun, Executive Director

# **Authority Profile**

#### Mission

The South Bay Regional Public Communications Authority (SBRPCA) is dedicated to professionalism and excellence in public safety communications.

#### Overview

The South Bay Regional Public Communications Authority (Authority) was organized on October 14, 1975 under the provisions of the Joint Exercise of Powers Act of the Government Code of the State of California. The purpose of the Authority is to provide a forum for discussion, study, development, implementation, operations, and maintenance of a consolidated regional public safety services communications system. At the present time, the Authority serves the cities of Gardena, Hawthorne, and Manhattan Beach in the aforementioned capacity. The Authority also provides services to the cities of Culver City, El Segundo and Hermosa Beach under contract.

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

The Authority annually processes approximately 320,000 police and fire incidents in the Southern California region of Los Angeles County commonly referred to as the "South Bay."

The Authority is budgeted for 68 full-time positions. Five (5) Technical Services staff members install radio communications equipment, light bars, mobile cameras, computer systems, and all necessary equipment for full-service, emergency vehicles. Staff also coordinates capital projects and provides technical services to the following external agencies: El Camino College Campus Police Department; Gardena Public Works Department; Hermosa Beach Public Works Department; L.A. Impact; Manhattan Beach Public Works Department; and Palos Verdes Estates.

## **Brief Profiles of Member/Client Cities**

City of Gardena – incorporated on September 11, 1930 as a general law city with a Council-Manager form of government; located 13 miles south of metropolitan Los Angeles in the South Bay area of Los Angeles County; full service city including its own municipal bus lines; 5.9 square miles; population of 61,027; 6 parks, 1 community center, 1 municipal pool, 1 parkette, and 2 gymnasiums. The City provides police protection and contracts with Los Angeles County for fire and emergency medical services. The City has approximately 446 full and part time employees.

City of Hawthorne – incorporated in 1922 as a general law city with a Council-Manager form of government; ideally located near the Los Angeles International Airport, connected by rail to the Port of Los Angeles and downtown Los Angeles, and surrounded by the San Diego (I-405), Harbor (I-110), and Glenn M. Anderson (I-105) Freeways; the City of Hawthorne could easily be termed the "Hub of the South Bay"; 6 square miles; population of nearly 88,083; 10 parks including 1 skate park; 1 pool; 1 sports center; 1 memorial center; and 1 senior center. The City provides police protection and contracts with Los Angeles County for fire and emergency medical services. The City has approximately 383 full and part time employees.

City of Manhattan Beach – incorporated on December 7, 1912 as a general law city with a Council-Manager form of government; located 19 miles southwest of downtown Los Angeles on the southerly end of Santa Monica Bay; 3.88 square miles; population of 35,506; full service city with its own police, fire/emergency services personnel; 2.1 miles of beach front and a 928-foot long pier; a 9-hole golf course; 2 community centers; 54 acres of developed parks; 21 acres parkway; and 40 acres of recreational beach. The City has approximately 305 full time employees.

City of Culver City – incorporated in 1917 as a general law city and transitioned to a charter city in 1947. The City operates under a Mayor/City Council-City Manager form of government; located 5 miles north of Los Angeles International Airport; 5.2 square miles; population of 40,779 full service city with its own police and fire/emergency services personnel; 18 parks. The City has approximately 721 full time equivalent employees.

City of El Segundo – incorporated on January 18, 1917 as a general law city with a Council-Manager form of government; located 14 miles southwest of downtown Los Angeles, adjacent to the City of Los Angeles International Airport and borders the Century Freeway (105) on the north and the San Diego Freeway (405) on the east, both of which provide linkages to other major freeways traveling north, south and east; 5.5 square miles; population of 17,272; full service city with its own police, fire/emergency services personnel; 1 police station, 2 fire stations, 22 parks,

13 recreational facilities and 91.2 acres of parks. The city has approximately 381 full and part time employees.

City of Hermosa Beach – incorporated on January 14, 1907 as a general law city with a Council-Manager form of government; located 4 miles south of Los Angeles International Airport; 1.43 square miles; population of 19,728 full service city with its own police and fire protection; emergency medical services; 20 parks; 36.52 acres of beach; 19.50 acres of open space park; 1 community theatre. The City has approximately 129 full time and 40 part time employees.

#### **Description of Funds**

The accounts of the Authority are organized in funds, which is considered a separate accounting entity. The operations of the fund are accounted for with a set of self-balancing accounts that comprise its assets, liabilities, fund equity (net assets), revenues, and expenses. The Authority uses only one Proprietary Fund Type as follows:

Enterprise Fund (Fund 10) – Used to account for operations for which a fee is charged to external users for goods or services and the activity (a) is financed with debt that is solely secured by a pledge of the net revenues; (b) has third-party requirements that the cost of providing services, including capital costs, be recovered with fees and charges; or, (c) establishes fees and charges based on a pricing policy designed to recover similar costs.

Grant Fund (Fund 20) – During Fiscal Year 2009-2010, the Authority received a State Homeland Security Grant to equip the "new" Punta Place Radio Site. Revenues and expenses for this grant were accounted for in this Fund. The project was completed in Fiscal Year 2010-2011 and all revenues were received during Fiscal Year 2011-2012. Additionally, the Authority received a grant under the 2016 Urban Area Security Initiative (UASI) program to build out the Interoperability Network of the South Bay. This project was completed in Fiscal Year 2018-2019. Purchases associated with this grant were also made from Fund 20. The fund remains open to account for the equipment (capital assets) purchased with these grants.

#### Basis of Accounting and Budgeting

Proprietary fund types are accounted for using the "economic resources" measurement focus and accrual basis of accounting. This means that all assets and liabilities (whether current or non-current) associated with the activity are included on the balance sheet. Their reported fund equity presents total net assets. The operating statements of the proprietary funds present increases (revenues) and decreases (expenses) in total net assets.

Revenues are recognized when they are earned and expenses are recognized when the liability is incurred. Proprietary funds distinguish operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Authority are member assessments and charges for services. Operating expenses include the costs of legal, accounting, and other administrative services. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

#### **Budget Process**

Departments begin developing their budget requests in October and submit them in November to the Finance unit of the Administration Department. Finance staff compiles all the requests and also calculates the personnel costs based on payroll information, along with any new labornegotiated items.

In January, the Executive Director reviews the requests with departments and makes necessary changes for the preliminary budget to be submitted to the Executive Committee. Around the same time, staff prepares the mid-year budget report, which is submitted to the Board of Directors. In February, the Executive Committee meets with the Executive Director and staff to discuss the preliminary budget and makes recommendations. Finance staff incorporates all of the changes, if any, and prepares the recommended budget document. Afterwards, staff presents the recommended budget to the Board of Directors for final approval in March.

#### **Budget Amendments**

During the year, the Executive Director may execute line item transfers within the following major budget categories as long as the total expenses of each category remain unchanged: Salaries & Benefits; Services & Supplies; and Capital Outlay. However, the legal level of budgetary authority is set at the Fund level, as determined by the Board of Directors. The Board of Directors reviews and approves any budget amendments (increases and decreases) at the January meeting when the mid-year budget report is submitted.

#### **Revenue Estimates**

Assessments: Revenues that support the Authority's operations come from assessments to its Members.

Prior to the Fiscal Year 2008-2009 budget, assessments were developed based on the percentage of system utilization and the communications equipment maintained. On January 15, 2008, the Board amended the Bylaws to change the assessment formula based on the Member Cities' ownership share instead of system usage. The ownership share was based on the Members' share of the bonds issued in 2001 to finance the Authority's headquarters.

In September 2019, the Board amended the Bylaws to adopt a new Cost Allocation Policy based on a Comprehensive Cost of Service and Allocation Study that was completed in August 2019. This policy ties assessments as closely as possible to the services provided to its Member and Contract Cities. The amended Bylaws provide for Manhattan Beach's assessments to gradually increase to the full amount under the Cost Allocation Policy over a four year period. In order to accomplish this phasing of assessment increases, the City of Manhattan Beach's assessment is calculated according to the Cost Allocation Policy, but it receives a series of diminishing discounts over a three-year period. During this same period, assessments for the City of Gardena and the City of Hawthorne are calculated according to the policy, but a premium is added on top of the calculated amounts to make-up for the discount provided to the City of Manhattan Beach. For Fiscal Year 2022-2023, Manhattan Beach received a 3.98% discount on its assessment. Gardena and Hawthorne paid premiums of 1.69% and 1.73% on their assessments, respectively. The premium and discount periods have ended for Manhattan Beach, Gardena, and Hawthorne and do not apply to Fiscal Year 2023-2024.

The Authority entered into a new agreement for dispatching services with the City of El Segundo, effective July 1, 2020. Under the new agreement, the City's assessment is based on the Cost Allocation Policy after a four-year phasing-in of significant increases. The agreement caps the assessment for Fiscal Year 2023-2024 at \$2,044,684 for a discount of \$75,811.

The Authority entered into a new agreement for dispatching services with the City of Hermosa Beach, effective July 1, 2020. Under the new agreement, the City has combined police dispatching services with the City of Manhattan Beach and is subject to the Cost Allocation Policy.

A new five year agreement, which transitions Culver City to the Cost Allocation Policy was entered into in March 2022.

#### Other Revenues:

These include interest income from the Authority's investment with the State's Local Agency Investment Fund (LAIF); and reimbursements from participating agencies for wireless services, GST software maintenance, and other reimbursable services.

#### **Operating Departments**

Administration – Includes the day-to-day management of the Authority's operations based on the Board of Directors' and the Executive Committee's policy guidelines; managing the Communications Center; Personnel and Training; and Finance (accounting including accounts payable, accounts receivable, payroll, cash receipts, bank reconciliation, budgeting, and financial reporting). The department is staffed with: an Executive Director; an Operations Manager; an Administrative Services Manager; a Finance & Performance Audit Manager; an Accountant; and an Executive Assistant.

Operations – Seven (7) Communications Supervisors and fifty (50) Communications Operators provide 911 services to the Member Cities, the City of Culver City, City of El Segundo and the City of Hermosa Beach. The combined resident population served for all six (6) cities is approximately 262,000 people.

Technical Services – Provides installation, repairs, and maintenance of telecommunications equipment services to the Members Cities and other clients, as well as maintenance of the Authority's facilities. The department is staffed with one (1) Public Safety Communications Specialist II and four (4) Public Safety Communications Specialist I positions.

# **Personnel Summary (Full-Time Employees Only)**

Department/Position Title	FY 20-21 Adopted	FY 20-21 Amended	FY 21-22 Adopted	FY 22-23 Adopted	FY 23-24 Proposed
Administration Department	7 taoptea	rimenaea	raoptea	raoptea	1 Toposeu
Executive Director	1	1	1	1	1
Operations Manager	1	1	1	1	1
Administration Manager <sup>1</sup>	0	0	0	0	0
Finance & Performance Audit Manager <sup>2</sup>	1	1	1	1	1
Information Technology Manager <sup>1</sup>	0	0	0	0	0
Executive Assistant <sup>3</sup>	1	1	1	1	1
Administrative Services Manager <sup>4</sup>	1	1	1	1	1
Accountant	1	1	1	1	1
Subtotal	6	6	6	6	6
Operations Department					
Communications Supervisor <sup>5</sup>	8	7	7	7	7
Communications Operator <sup>6,7</sup>	55	50	50	50	50
Subtotal	63	57	57	57	57
Technical Services Division					
Lead Communications Technician	0	0	0	0	0
Communications Technician <sup>1</sup>	0	0	0	0	0
Public Safety Communications Specialist II	1	1	1	1	1
Public Safety Communications Specialist I	4	4	4	4	4
Subtotal	5	5	5	5	5
Grand Total	74	68	68	68	68

### Notes

- 1. Position eliminated.
- 2. Formerly titled "Accounting & Finance Manager."
- 3. Formerly titled "Executive Secretary."
- 4. Formerly titled "Technical Services Manager."
- 5. One (1) additional position proposed in FY21 to provide adequate support in special assignments; eliminated in FY21 amendment to budget.
- 6. One (1) additional position proposed in FY21 to provide adequate support in Communications Center; eliminated in FY21 amendment to budget.
- 7. Four (4) positions eliminated in FY21 due to combined police dispatching between Hermosa Beach and Manhattan Beach



# Fund Balance Estimates

Fund 10 - Enterprise Fund		
Beginning Balance		
Cash Available as of June 30, 2022	\$	5,310,254
Operating and Capital Reserve		(1,284,115)
Pension and OPEB Funding		(454,254)
Available Cash	\$	3,571,885
Gardena - 32.08%		1,145,861
Hawthorne - 45.07%		1,609,848
Manhattan Beach - 22.85%		816,176
Fiscal Year 2022-23 Estimated Revenues & Expenditure	es	
Revenues		13,470,762
Expenditures		12,841,154
Revenues Over (Under) Expenditures	\$	629,608
Estimated Balance - End of FY2022-23		
Pension and OPEB Funding		(406,814)
Estimated Cash Available on June 30, 2023		5,533,048
Operating and Capital Reserve (10% of Budget)		(1,351,893)
Estimated Available Cash After Reserve Allocations	\$	4,181,155
Gardena - 32.08%		1,341,315
Hawthorne - 45.07%		1,884,447
Manhattan Beach - 22.85%		955,394
Fiscal Year 2023-24 Budget Resources		
Assessments		
Gardena		2,465,655
Hawthorne		2,975,629
Manhattan Beach		1,827,220
Member City Subtotal		7,268,504
Culver City		3,042,921
El Segundo		2,044,684
Hermosa Beach		881,869
Contract City Subtotal		5,969,474
Non-Assessment Revenues		944,382
Total Budget Resources		14,182,360
Fiscal Year 2023-24 Budget Expenses		
Operating		13,318,929
Capital		200,000
Total Budget Expenses		13,518,929
Revenues Over (Under) Expenditures	\$	663,431
Estimated Balance - End of FY2023-24		/400 01 1
Pension and OPEB Funding		(406,814)
Estimated Cash Available on June 30, 2024		5,789,665
Operating and Capital Reserve		(1,392,638)
Estimated Available Cash After Reserve Allocations	\$	4,397,027
Gardena - 32.08%		1,410,566
Hawthorne - 45.07%		1,981,740
Manhattan Beach - 22.85%		1,004,721

# Assessments & Methodologies

FY22-23 Assessment	FY23-24 Base	FY23-24 Bylaws Adjustments	Contract Adjustments	Other Adjustments	FY23-24 Assessment	Increase (Decrease) Amount
\$ 2,233,811	\$ 2,465,655	-		-	\$ 2,465,655	231,844
2,729,338	2,975,629	-		-	2,975,629	246,291
1,606,565	1,827,220	-		-	1,827,220	220,655
6,569,714	7,268,503	-		-	7,268,504	698,790
\$ 2,762,991	3,042,921		-	=	3,042,921	\$ 279,930
1,869,811	2,120,457		(75,773)	-	2,044,684	174,873
798,138	881,869		-	=	881,869	83,731
\$ 5,430,940	6,045,248		(75,773)	-	\$ 5,969,474	\$ 538,534
\$ 12,000,654	\$ 13,313,751		\$ (75,773)	-	\$ 13,237,978	\$ 1,237,324
	\$ 2,233,811 2,729,338 1,606,565 <b>6,569,714</b> \$ 2,762,991 1,869,811 798,138 \$ <b>5,430,940</b>	Assessment       Base         \$ 2,233,811       \$ 2,465,655         2,729,338       2,975,629         1,606,565       1,827,220         6,569,714       7,268,503         \$ 2,762,991       3,042,921         1,869,811       2,120,457         798,138       881,869         \$ 5,430,940       6,045,248	FY22-23       FY23-24       Bylaws         Assessment       Base       Adjustments         \$ 2,233,811       \$ 2,465,655       -         2,729,338       2,975,629       -         1,606,565       1,827,220       -         6,569,714       7,268,503       -         \$ 2,762,991       3,042,921         1,869,811       2,120,457         798,138       881,869         \$ 5,430,940       6,045,248	FY22-23 Assessment         FY23-24 Base         Bylaws Adjustments         Contract Adjustments           \$ 2,233,811         \$ 2,465,655         -           2,729,338         2,975,629         -           1,606,565         1,827,220         -           6,569,714         7,268,503         -           \$ 2,762,991         3,042,921         -           1,869,811         2,120,457         (75,773)           798,138         881,869         -           \$ 5,430,940         6,045,248         (75,773)	FY22-23 Assessment         FY23-24 Base         Bylaws Adjustments         Contract Adjustments         Other Adjustments           \$ 2,233,811         \$ 2,465,655         -         -         -           2,729,338         2,975,629         -         -         -           1,606,565         1,827,220         -         -         -           6,569,714         7,268,503         -         -         -           \$ 2,762,991         3,042,921         -         -         -           1,869,811         2,120,457         (75,773)         -           798,138         881,869         -         -         -           \$ 5,430,940         6,045,248         (75,773)         -	FY22-23 Assessment         FY23-24 Base         Bylaws Adjustments         Contract Adjustments         Other Adjustments         FY23-24 Assessment           \$ 2,233,811         \$ 2,465,655         -         -         \$ 2,465,655           2,729,338         2,975,629         -         -         2,975,629           1,606,565         1,827,220         -         -         1,827,220           6,569,714         7,268,503         -         -         7,268,504           \$ 2,762,991         3,042,921         -         -         3,042,921           1,869,811         2,120,457         (75,773)         -         2,044,684           798,138         881,869         -         -         881,869           \$ 5,430,940         6,045,248         (75,773)         -         \$ 5,969,474

<b>METHODOLOGIES</b>	
Member Cities	Effective FY23-24, the Board of Directors amended the Cost Allocation Policy to include Technical Services Division Workload Support Charges in the annual assesssment by using a rolling three-year average of labor hours associated with vehicle installation and repair work oders. Previously, Workload Support Charges were billed quarterly and derived by each agency's percentage of labor hours associated with work orders for the quarter being billed.
Contract Cities	
	Starting FY22-23, assessment based on Authority's Cost Allocation Policy. Agreement expires 06/30/2027.
Culver City	Effective FY23-24, the Board of Directors amended the Cost Allocation Policy to include Technical Services Division Workload Support Charges in the annual assessment by using a rolling three-year average of labor hours associated with vehicle installation and repair work oders. Previously, Workload Support Charges were billed quarterly and derived by each agency's percentage of labor hours associated with work orders for the quarter being billed.
	Starting FY20-21, assessment based on Authority's Cost Allocation Policy to be phased in over a four year period in amounts not-to-exceed as follows:  FY20-21 \$1,493,738; FY21-22 \$1,699,634; FY22-23 \$1,869,811; FY23-24 \$2,044,684  Agreement expires 06/30/2030.
El Segundo	Effective FY23-24, the Board of Directors amended the Cost Allocation Policy to include Technical Services Division Workload Support Charges in the annual assesssment by using a rolling three-year average of labor hours associated with vehicle installation and repair work oders. Previously, Workload Support Charges were billed quarterly and derived by each agency's percentage of labor hours associated with work orders for the quarter being billed.
	Starting FY20-21, assessment based on Authority's Cost Allocation Policy and shared dispatching services with the City of Manhattan Beach. Agreement expires 06/30/2030.
Hermosa Beach	Effective FY23-24, the Board of Directors amended the Cost Allocation Policy to include Technical Services Division Workload Support Charges in the annual assessment by using a rolling three-year average of labor hours associated with vehicle installation and repair work oders. Previously, Workload Support Charges were billed quarterly and derived by each agency's percentage of labor hours associated with work orders for the quarter being billed

# **Assessments & Methodologies - Supplemental Information**

## **Unadjusted Assessment Calculations per Cost Allocation Policy - FOR INFORMATION ONLY**

Assessments	Gardena	ardena Haw		Hawthorne		Manhattan Beach		Culver City		El Segundo		lermosa Beach	TOTAL
OPERATIONS													
Call-Taking Emergency Calls	\$ 647,0	75	\$ 958	,896	\$	194,743	\$	418,284	\$	210,926	\$	117,691	\$ 2,547,616
Call-Taking Non-Emergency Support	314,0	L7	358	,111		253,059		514,227		138,324		120,673	1,698,411
Police - Dedicated Dispatch Support	850,9	71	850	,971		425,485		850,971		850,971		425,485	4,254,853
Police - Calls for Service Readiness Support	408,3	59	552	,365		217,010		286,159		223,973		135,632	1,823,508
Fire - Dedicated Dispatch Support		-		-		424,603		424,603		424,603		-	1,273,808
Fire - Calls for Service Readiness Support		-		-		135,767		272,411		137,740		-	545,918
TECHNICAL SERVICES													
Technical Support - Workload Support	150,0	70	147	,303		64,293		130,864		51,597		40,691	584,818
Technical Support - Dedicated Support	95,1	53	107	,983		112,259		145,403		82,324		41,696	584,818
Total Calculated	\$ 2,465,6	55	\$ 2,975	,629	\$	1,827,220	\$ :	3,042,921	\$ 2	2,120,457	\$	881,869	\$ 13,313,751

### **Cost Allocation Data**

### Operations

		3 Year A	Average	
City	911 Calls	Non- Emergency Calls	Police Calls for Service	Fire Calls for Service
Gardena	28,525	42,037	64,867	-
Hawthorne	41,225	48,257	89,605	-
Manhattan Beach	8,187	32,849	37,686	3,675
Culver City	18,236	65,915	45,648	7,604
El Segundo	8,890	18,402	36,044	3,815
Hermosa Beach	5,032	16,470	22,529	-
3 Year Average	110,095	223,930	296,379	15,094

#### **Technical Services**

City	Work Order Labor Hours	Vehicle Inventories							
City	3 Year Average	Police	Fire	Total					
Gardena	922	89	-	89					
Hawthorne	905	101	ı	101					
Manhattan Beach	395	89	16	105					
Culver City	804	108	28	136					
El Segundo	317	64	13	77					
Hermosa Beach	250	39	ı	39					
Total	3,593	490	57	547					

# Revenues by Account

Account Number &Title	FY20-21 Adopted	FY20-21 Amended	FY20-21 Actual	FY21-22 Adopted	FY21-22 Actual	FY22-23 Adopted	FY23-24 Proposed	vs Adopted Inc (Dec) \$	vs Adopted Inc (Dec) %
Enterprise Fund (Fund 10)								•	
10-50-111-4110 Gardena	\$ 2.174.993	\$ 2.083.118	\$ 1.666.078	\$ 2.141.335	\$ 2.141.335	\$ 2.233.811	\$ 2.465.655	\$ 231.844	10.38%
10-50-111-4120 Hawthorne	2,664,597	2.552.293	1.966.383	2.619.842	2,619,842	2,729,338	2,975,629	246,291	9.02%
10-50-111-4130 Manhattan Beach	1.718.710	1.387.975	1.045,475	1,461,578	1,461,578	1.606.565	1.827.220	220,655	13.73%
Member City Subtotal	6,558,300	6,023,386	4,677,936	6,222,755	6,222,755	6,569,714	7,268,504	698,790	10.64%
10-50-111-4140 Hermosa Beach	1,132,062	742,528	742,528	758,305	758,305	798,138	881,869	83,731	10.49%
10-50-111-4145 El Segundo	1,493,738	1,493,738	1,493,738	1,699,634	1,699,634	1,869,811	2,044,684	174,873	9.35%
10-50-111-4146 Culver City	2,665,229	2,665,229	2,665,229	2,691,169	2,691,169	2,762,991	3,042,921	279,930	10.13%
Contract City Subtotal	5,291,029	4,901,495	4,901,495	5,149,108	5,149,108	5,430,940	5,969,474	538,534	9.92%
Subtotal Assessments	\$ 11,849,329	\$ 10,924,881	\$ 9,579,431	\$ 11,371,863	\$ 11,371,863	\$ 12,000,654	\$ 13,237,978	\$ 1,237,324	10.31%
10-50-111-4150 El Camino Community College	790	790	-	790	-	790	790	-	0.00%
10-50-111-4152 Medical Director/Hermosa Beach	-	-	-	-	-	-	-	-	0.00%
10-50-111-4153 Medical Director/Manhattan Beach	30,500	30,500	30,500	30,500	30,500	30,500	30,500	-	0.00%
10-50-111-4154 Medical Director/El Segundo	30,500	30,500	-	-	-	-	-	-	0.00%
10-50-111-4210 Investment Earnings (LAIF)	50,000	50,000	30,381	50,000	20,953	30,000	30,000	-	0.00%
10-50-111-4220 POST Reimbursements	1,400	1,400	360	6,450	-	5,000	5,000	-	0.00%
10-50-111-4255 Unrealized Gain/Loss on Investment		-	-	-	-	-	-	-	0.00%
10-50-111-4410 Vending Machine Revenue	-	-	-	-	-	-	-	-	0.00%
10-50-111-4430 Other Miscellaneous Revenue	2,500	2,500	977	2,500	28,307	2,500	2,500	-	0.00%
10-50-111-4240 911 Reimbursements	8,000	8,000	-	8,000	2,796	5,000	5,000	-	0.00%
10-50-111-4241 Redondo Beach Maint Agreement	13,000	13,000	10,238	13,000	10,238	13,000	13,000	-	0.00%
Subtotal Administration - Other	\$ 136,690	\$ 136,690	\$ 72,456	\$ 111,240	\$ 92,794	\$ 86,790	\$ 86,790	\$ -	0.00%
10-60-211-4215 DUI Reimbursement-Overtime	2,000	2,000	-	2,000	-	1,000	-	(1,000)	-100.00%
10-60-211-4435 Reimbursements Sprint Wireless	70,000	70,000	44,537	70,000	23,084	1,200	-	(1,200)	-100.00%
10-60-211-4440 Reimbursements/Verizon Wireless	25,000	25,000	50,035	50,000	50,924	60,000	65,000	5,000	8.33%
10-60-211-4460 Pink Patch Project	-	-	-	-	-	-	=	-	0.00%
Subtotal Operations	\$ 97,000	\$ 97,000	\$ 94,572	\$ 122,000	\$ 74,008	\$ 62,200	\$ 65,000	\$ 2,800	4.50%
10-70-311-4310 Labor-Installation-Member	320,991	309,477	354,342	290,910	406,562	305,134	=	(305,134)	-100.00%
10-70-311-4320 Labor-Installation-NonMember	92,556	125,310	93,617	171,162	62,926	260,657	-	(260,657)	-100.00%
10-70-311-4360 Reimbursements for Billable Parts	600,000	600,000	508,851	700,000	359,999	700,000	739,900	39,900	5.70%
10-70-311-4370 Reimbursements for GST Software	52,692	52,692	52,692	52,692	52,692	55,327	52,692	(2,635)	-4.76%
10-70-311-4371 Reimbursement ES Chat Software	-	-	-	-	-	-	=	-	0.00%
10-70-311-4375 Reimb Net Motion Licenses & Maint	=	-	_	-	=	=	-	-	0.00%
10-70-311-4445 GETAC Project Reimbursements	-	-	-	-	-	-	=	-	0.00%
10-70-311-4455 Culver City Transition Reimb	-	-	-	-	-	-	-	-	0.00%
Subtotal Technical Services	\$ 1,066,239	\$ 1,087,479	\$ 1,009,501	\$ 1,214,764	\$ 882,180	\$ 1,321,118	\$ 792,592	\$ (528,526)	-40.01%
Subtotal Non-Assessment Revenues	\$ 1,299,929	\$ 1,321,169	\$ 1,176,529	\$ 1,448,004	\$ 1,048,982	\$ 1,470,108	\$ 944,382	\$ (525,726)	-35.76%
Total Enterprise Fund (Fund 10) Revenues	\$ 13,149,258	\$ 12,246,050	\$ 10,755,959	\$ 12,819,867	\$ 12,420,845	\$ 13,470,762	\$ 14,182,360	\$ 711,598	5.28%
Grant Fund (Fund 20)								-	-
20-80-433-4270 Grant Reimb		-	5,670	-	29,750				
Total Grant Fund (Fund 20) Revenues	\$ -	\$ -	\$ 5,670	\$ -	\$ 29,750	\$ -	\$ -	\$ -	_
Grand Total All Funds	\$ 13,149,258	\$ 12,246,050	\$ 10,761,629	\$ 12,819,867	\$ 12,450,595	\$ 13,470,762	\$ 14,182,360	\$ 711,598	5.28%

# Expenses by Department - Enterprise Fund (10)

Department/Description	escription FY20-21 FY20-21 Adopted Amended Actual		FY21-22 FY21-22 Adopted Actual			FY22-23 Adopted			FY23-24 Proposed		vs Adopted Inc (Dec) \$	vs Adopted Inc (Dec) %					
Administration																	
Salaries & Benefits	\$	1,278,828	\$	1,169,105	\$	979,631	\$	1,274,756	\$	1,241,058	\$	1,349,947	\$	1,372,591	\$	22,644	1.78%
Supplies/Services/Equip		1,068,710		1,028,014		924,279		983,917		976,289		1,132,460		1,295,333		162,873	16.55%
Subtotal Administration	\$	2,347,538	\$	2,197,119	\$	1,903,910	\$	2,258,673	\$	2,217,347	\$	2,482,407	\$	2,667,924	\$	185,517	8.21%
Operations																	
Salaries & Benefits	\$	8,121,218	\$	7,447,274	\$	7,151,895	\$	7,544,742	\$	7,286,934	\$	7,922,665	\$	8,178,845	\$	256,180	3.40%
Supplies/Services/Equip		271,205		268,735		252,891		288,259		172,839		212,865		394,532		181,667	63.02%
Subtotal Operations	\$	8,392,423	\$	7,716,009	\$	7,404,785	\$	7,833,001	\$	7,459,773	\$	8,135,530	\$	8,573,377	\$	437,847	5.59%
Technical Services																	
Salaries & Benefits	\$	770,440	\$	742,925	\$	719,830	\$	762,640	\$	656,981	\$	772,540	\$	789,430	\$	16,890	2.21%
Supplies/Services/Equip		1,178,042		1,178,042		982,346		1,248,042		927,189		1,250,677		1,288,199		40,157	3.22%
Subtotal Technical Services	\$	1,948,482	\$	1,920,967	\$	1,702,177	\$	2,010,682	\$	1,584,170	\$	2,023,217	\$	2,077,629	\$	57,047	2.84%
Total Operating Expenses	\$	12,688,443	\$	11,834,095	\$	11,010,872	\$	12,102,356	\$	11,261,290	\$	12,641,154	\$	13,318,929	\$	680,410	5.38%
Total Capital Outlay	\$	250,000	\$	252,500	\$	219,402	\$	200,000	\$	71,452	\$	200,000	\$	200,000	\$		0.00%
Grand Total	\$	12,938,443	\$	12,086,595	\$	11,230,274	\$	12,302,356	\$	11,332,742	\$	12,841,154	\$	13,518,929	\$	680,410	5.30%
Department Summary																	
Administration	Ś	2,347,538	Ś	2.197.119	Ś	1,903,910	Ś	2,258,673	Ś	2,217,347	Ś	2,482,407	Ś	2,667,924	Ś	185,517	8.21%
Operations		8,392,423		7,716,009	T	7,404,785		7,833,001		7,459,773		8,135,530	-	8,573,377	- 7	437,847	5.59%
Technical Services		1,948,482		1,920,967		1,702,177		2,010,682		1,584,170		2,023,217		2,077,629		54,412	2.71%
Capital Outlay		250.000		252,500		219.402		200.000		71.452		200.000		200.000			0.00%
Grand Total	\$	12,938,443	\$	12,086,595	\$	11,230,274	\$	12,302,356	\$	11,332,742	\$	12,841,154	\$	13,518,929	\$	677,775	5.28%
Major Category Summary																	
Salaries & Benefits	\$	10,170,486	\$	9,359,304	\$	8,851,356	\$	9,582,138	\$	9,184,972	\$	10,045,152	\$	10,340,866	\$	295,714	3.09%
Supplies/Services/Equip		2,517,957	•	2,474,791	•	2,159,516		2,520,218	•	2,076,317		2,596,002		2,978,063		382,061	15.16%
Capital Outlay		250,000		252,500		219,402		200,000		71,452		200,000		200,000		-	0.00%
Grand Total	\$	12,938,443	\$	12,086,595	\$	11,230,274	\$	12,302,356	\$	11,332,742	\$	12,841,154	\$	13,518,929	\$	677,775	5.28%

## **Expenses by Account**

ACCT	DESCRIPTION	FY20-21 Adopted	FY20-21 Amended	FY20-21 Actual	FY21-22 Adopted	FY21-22 Actual	FY22-23 Adopted	FY23-24 Proposed	vs Adopted Inc (Dec) \$	vs Adopted Inc (Dec) %
5101	Salaries (Full-Time)	<u> </u>	\$ 6,291,684 \$	, ,	\$ 6,365,776	\$ 5,704,252		\$ 6,858,530	\$ 290,780	4.43%
5102 5103	Salaries (Part-Time) Overtime	40,000 202,389	202.389	85,095 242,502	202,389	38,749 291,603	30,000 228,500	30,000 228,500	-	0.00%
5104	Acting Pay	10,000	13,682	17,322	11,243	3,791	16,218	10,676	(5,542)	-34.17%
5105	Bilingual Pay	8,400	8,400	7,271	8,400	9,300	9,600	9,600	-	0.00%
5107 5108	Merit Pay Sick Leave Payoff	4,350 157,451	4,350 157,451	3,864 130,185	4,350 159,401	3,121 123,565	3,200 155,819	3,450 135,918	250 (19,901)	7.81%
5109	Vacation Leave Payoff	93,472	93,472	128,639	101,628	125,959	109,939	112,389	2,450	2.23%
5110	Training Pay	15,000	15,000	13,122	15,000	6,102	15,000	15,000	-	0.00%
5112	Other Pay	34,680	29,790	14,117	17,200	109,339	13,000	13,000	- (40,000)	0.00%
5114 5115	Holiday Payoff Education Incentive	75,000 104,300	75,000 104,300	102,600 110,227	75,000 116,900	111,795 117,268	100,000 122,605	52,000 132,173	(48,000) 9,568	-48.00% 7.80%
5116	Overtime-Ridealongs	-	-	-	-	-	-	-	-	0.00%
5201	Medical Insurance	809,989	730,654	625,720	758,957	589,603	738,469	741,383	2,914	0.39%
5202 5203	Dental Insurance Vision Care	46,807 21,795	46,198 19,833	47,394 17,015	52,673 19,124	59,612 17,665	72,454 22,108	73,230 21,223	776 (885)	1.07% -4.00%
5204	Life Insurance	9,768	8,943	7,528	8,976	9,843	10,609	13,923	3,314	31.24%
5205	Medicare	110,819	102,399	93,732	102,344	95,229	107,312	111,163	3,851	3.59%
5206	Unemployment Insurance	5,000	5,000	20,279	10,000	11,277	20,000	15,000	(5,000)	-25.00%
5207 5208	Workers' Compensation PERS Contribution	132,500 810,996	91,488 757,258	91,488 700,101	100,637 744,679	91,763 658,147	105,669 729,984	103,948 822,346	(1,721) 92,362	-1.63% 12.65%
5209	Retirees' Medical Insurance	76,000	76,000	60,588	76,000	73,136	88,000	96,000	8,000	9.09%
5211	Social Security	-	-	-	-	697	-		-	0.00%
5212 5219	Deferred Comp Matching PERS Contribution-UAL	36,500 494,138	31,875 494,138	18,750 494,138	37,500 593,961	52,841	98,100 676,566	107,100 629,680	9,000 (46,886)	9.17% -6.93%
5219	Deferred Comp Matching	494,136	494,136	1,091	- 593,961	875,825 4,491	4,250	4,634	384	9.04%
	Salaries & Benefits	\$ 10,170,486	\$ 9,359,304 \$		\$ 9,582,138	\$ 9,184,972		\$ 10,340,866	\$ 295,714	2.94%
5300	Maintenance & Operations		-	- 40.422	-	- 42.002	- 40.000	- 20.000	- (0.200)	0.00%
5301 5302	Communications Contract Svcs IT Computer Contract Services	54,000 200,000	48,000 200,000	46,422 200,000	48,000 200,000	43,083 200,000	48,000 200,000	38,800 364,000	(9,200) 164,000	-19.17% 82.00%
5304	Accountant/Auditing Services	33,000	46,000	23,496	33,000	27,450	33,000	34,881	1,881	5.70%
5305	Legal Services	95,000	75,000	81,311	75,000	104,991	100,000	105,700	5,700	5.70%
5306 5307	Recruitment Costs Software Maintenance Service	68,530 77,537	34,000 61,037	23,854 57,100	46,750 64,652	34,034 61,136	61,645 76,550	65,395 81,548	3,750 4,998	6.08% 6.53%
5308	Banking Services (Fees)	6,000	6,000	7,110	6,000	10,658	7,500	7,500	- 4,336	0.00%
5309	Website Maintenance Service	7,500	7,500	3,233	7,500	1,178	7,500	7,500	-	0.00%
5311	GST Software Reimbursable	52,692	52,692	52,692	52,692	52,692	55,327	77,692	22,365	40.42%
5312 5313	Medical Director Services Temporary Staffing	61,000 50,000	61,000 40,000	30,500	30,500 20,000	30,500	30,500 20,000	30,500 20,000	-	0.00%
5401	Membership Dues	3,220	2,680	689	2,680	508	3,130	3,130	-	0.00%
5402	Publications	2,060	2,060	550	2,460	503	2,460	2,460	-	0.00%
5403 5404	Conferences, Meeting & Travel Employee Services/EC-BOD	51,675 13,000	38,202 8,000	13,296 37,432	38,526 8,000	19,553 5,261	42,932 8,000	54,496 16,314	11,564 8,314	26.94% 103.92%
5405	Employee Services/EC-BOD  Employee Awards	500	500	972	500	3,201	1,500	1,500	- 0,314	0.00%
5406	POST Training	24,865	11,908	3,185	12,608	1,997	12,608	12,608	-	0.00%
5407	Tuition Reimbursement	18,000	18,000	3,680	16,000	6,337	16,000	16,000	-	0.00%
5501 5502	Office Supplies Janitorial Supplies	9,000 9,100	9,000 9,100	5,634 13,016	9,000 12,100	9,056 7,042	10,000 12,100	10,000 12,100	-	0.00%
5503	General Technical Supplies	7,500	7,500	9,527	7,500	3,067	7,500	7,500	-	0.00%
5504	Vending Machine Supplies	-	-	-	-	-	-	-	-	0.00%
5505 5506	Voice Recording Tapes Uniforms/Safety Equipment	10,500	15,000	- 12,170	10,500	2,034	10,500	10,500	-	0.00%
5507	Postage	1,600	2,800	209	2,800	741	2,800	2,200	(600)	-21.43%
5508	Shipping Costs	1,200	-	-	-	-	-	-	-	0.00%
5509	Reproduction Office Equipment Lease	2,000	2,000	12 920	2,000	14 006	2,000	1,000	(1,000)	-50.00%
5511 5513	Office Equipment Lease General Liability Insurance	15,750 175,678	15,750 198,512	12,839 194,067	15,750 216,000	14,006 227,989	15,750 259,500	15,750 337,000	77,500	0.00% 29.87%
5514	Parts - Billing	600,000	600,000	428,581	700,000	462,670	700,000	739,900	39,900	5.70%
5515	Parts - Telecommunications	-	-	-	-	-	-	-	-	0.00%
5516 5517	Install Wire, Loom & Hardware Vehicle Operations	30,000 6,500	30,000 6,500	4,629	6,500	2,487	6,500	6,757	257	0.00% 3.95%
5520	Equipment Repair	5,000	5,000	-,023	5,000		5,000	5,000	-	0.00%
5521 5524	Outside Tech Serv-Towers/Equ GETAC Project	325,000	325,000 -	309,658 -	325,000	258,335 -	325,000	325,000	-	0.00% 0.00%
5525	Culver City Infrastructure Trans	- 1F 000	- 15 000	15 475	15 000	15 722	17,000	17.060	- 060	0.00%
5601 5603	Telephone - Administration Telephone - El Segundo	15,000 3,000	15,000 3,000	15,475 2,287	15,000 3,000	15,732 3,298	17,000 3,000	17,969 3,171	969 171	5.70% 5.70%
5604	Telephone - Gardena	3,000	3,000	1,003	15,000	11,218	3,000	3,171	171	5.70%
5606	Telephone - Hawthorne	6,000	6,000	9,358	6,000	14,576	14,500	20,000	5,500	37.93%
5607	Telephone - Hermosa Beach	27,000	27,000	28,392	30,000	8,013	12,000	12,684	684	5.70%
5608 5611	Telephone - Manhattan Beach Telephone - Punta Place	6,000 4,500	6,000 4,500	4,183 1,115	6,000 4,500	4,273 1,121	6,000 4,500	6,342 4,757	342 257	5.70% 5.70%
5612	Telephone - RCC	11,000	11,000	10,049	11,000	10,591	11,000	11,627	627	5.70%

## **Expenses by Account**

ACCT	DESCRIPTION	FY20-21 Adopted	FY20-21 Amended	FY20-21 Actual	FY21-22 Adopted	FY21-22 Actual	FY22-23 Adopted	FY23-24 Proposed	vs Adopted Inc (Dec) \$	vs Adopted Inc (Dec) %
5613	Sprint Wireless Reimbursable	70,000	70,000	42,567	70,000	9,302	1,200	-	(1,200)	-100.00%
5614	Verizon Wireless Reimbursable	25,000	25,000	53,063	50,000	53,549	60,000	65,000	5,000	8.33%
5615	Telephone-Culver City	14,500	14,500	10,178	14,500	13,596	14,500	15,327	827	5.70%
5701	Maintenance/HQ	164,150	194,650	148,648	161,650	119,995	164,150	173,507	9,357	5.70%
5702	Maintenance/Other	-	-	-	-	-	-	-	-	0.00%
5703	Electricity - HQ	98,000	98,000	127,190	110,000	146,865	135,000	150,000	15,000	11.11%
5704	Electricity - Grandview	2,200	2,200	2,183	2,200	2,604	3,000	3,171	171	5.70%
5705	Electricity - Punta	6,600	6,600	9,561	9,000	11,121	10,000	10,570	570	5.70%
5706	Gas - HQ	11,000	11,000	11,492	11,000	15,159	16,000	16,912	912	5.70%
5707	Water - HQ	3,850	3,850	3,005	3,850	3,564	4,850	5,126	276	5.70%
5715	Electricity - MB Water Tower	2,750	2,750	1,630	3,500	2,372	3,500	6,500	3,000	85.71%
5810	Office Equipment	12,000	2,000	69,933	2,000	10,079	12,000	17,000	5,000	41.67%
5820	Other Equipment	15,000	30,000	31,351	15,000	21,339	15,000	20,000	5,000	33.33%
5830	Furniture & Fixtures	-	-	996	-	10,335	2,500	2,500	-	0.00%
5840	Vehicles	-	-	-	-	-	-	-	-	0.00%
Subtot	al Supplies/Services/Equip	\$ 2,517,957	\$ 2,474,791	\$ 2,159,516	\$ 2,520,218	\$ 2,076,317	\$ 2,596,002	\$ 2,978,063	\$ 382,061	14.72%
Total C	Operating Expenses	\$ 12,688,443	\$ 11,834,095	\$ 11,010,872	\$ 12,102,356	\$ 11,261,290	\$ 12,641,154	\$ 13,318,929	\$ 677,775	5.60%
5901	Total Capital Outlay	250,000	252,500	213,732	200,000	71,452	200,000	200,000	-	0.00%
Total E	interprise Fund (Fund 10)	\$ 12,938,443	\$ 12,086,595	\$ 11,224,604	\$ 12,302,356	\$ 11,332,742	\$ 12,841,154	\$ 13,518,929	\$ 677,775	5.28%
5901	Grant Fund (20)	-	-	5,670	-	-	-		-	0.00%
						-			-	0.00%
Grand	Total All Funds	12,938,443	12,086,595	11,230,274	12,302,356	11,332,742	12,841,154	13,518,929	677,775	5.28%

#### Notes:

Proposed budget excludes non-cash expenses such as accrued leave, depreciation, and gain (loss) on disposal of fixed assets. FY 2020-21 Amended budget includes appropriations after budget adoption.

# 5 Year Revenue Projections - Enterprise Fund (10)

Annual Market Carlot	FY22-23	FY23-24	FY24-25	FY25-26	FY26-27	FY27-28
Account Number &Title	Adopted	Projected	Projected	Projected	Projected	Projected
Enterprise Fund (Fund 10)						
10-50-111-4110 Gardena \$	2,233,811	\$ 2,465,655 \$	2,535,268 \$	2,617,018 \$	2,703,864 \$	2,796,342
10-50-111-4120 Hawthorne	2,729,338	2,975,629	3,060,162	3,158,703	3,263,363	3,374,782
10-50-111-4130 Manhattan Beach	1,606,565	1,827,220	1,878,856	1,939,402	2,003,715	2,072,191
Member City Subtotal \$	6,569,714	\$ 7,268,504 \$	7,474,285 \$	7,715,123 \$	7,970,942 \$	8,243,315
10-50-111-4140 Hermosa Beach	798,138	881,869	906,844	936,078	967,132	1,000,198
10-50-111-4145 El Segundo	1,869,811	2,044,684	2,181,327	2,251,427	2,325,853	2,405,056
10-50-111-4146 Culver City	2,762,991	3,042,921	3,129,148	3,229,935	3,336,984	3,450,952
Contract City Subtotal \$	5,430,940	\$ 5,969,474 \$	6,217,319 \$	6,417,439 \$	6,629,968 \$	6,856,206
Subtotal Assessments \$	12,000,654	\$ 13,237,978 \$	13,691,605 \$	14,132,562 \$	14,600,910 \$	15,099,520
10-50-111-4150 El Camino Community College \$	790	\$ 790 \$	839 \$	895 \$	960 \$	1,034
10-50-111-4152 Medical Director Service/Hermosa Beach	-	-	-	-	-	-
10-50-111-4153 Medical Director Service/Manhattan Bea	30,500	30,500	32,391	34,561	37,050	39,902
10-50-111-4154 Medical Director Services/El Segundo	-	-	-	-	-	-
10-50-111-4210 Investment Earnings (LAIF)	30,000	30,000	31,860	33,995	36,442	39,248
10-50-111-4220 POST Reimbursements	5,000	5,000	5,310	5,666	6,074	6,541
10-50-111-4255 Unrealized Gain/Loss on Investments	-	-	-	-	-	-
10-50-111-4410 Vending Machine Revenue	-	-	-	-	-	-
10-50-111-4430 Other Miscellaneous Revenue	2,500	2,500	2,655	2,833	3,037	3,271
10-50-111-4240 911 Reimbursements	5,000	5,000	5,310	5,666	6,074	6,541
10-50-111-4241 Redondo Beach Maint Agreement	13,000	13,000	13,806	14,731	15,792	17,008
Subtotal Administration - Other \$	86,790	\$ 86,790 \$	92,171 \$	98,346 \$	105,427 \$	113,545
10-60-211-4215 DUI Reimbursement-Overtime	1,000	-	-	-	-	-
10-60-211-4435 Reimbursements Sprint Wireless	1,200	-	-	-	-	-
10-60-211-4440 Reimbursements/Verizon Wireless	60,000	65,000	69,030	73,655	78,958	85,038
10-60-211-4460 Pink Patch Project	-	-	-	-	-	-
Subtotal Operations \$	62,200	\$ 65,000 \$	69,030 \$	73,655 \$	78,958 \$	85,038
10-70-311-4310 Labor-Installation-Member	305,134	-	-	-	-	-
10-70-311-4320 Labor-Installation-NonMember	260,657	-	-	-	-	-
10-70-311-4360 Reimbursements for Billable Parts	700,000	739,900	785,774	838,421	898,787	967,994
10-70-311-4370 Reimbursements for GST Software	55,327	52,692	55,959	59,708	64,007	68,936
10-70-311-4371 Reimbursement ES Chat Software	-	-	-	-	-	-
10-70-311-4375 Reimb Net Motion Licenses & Maint.	-	-	-	-	-	-
10-70-311-4445 GETAC Project Reimbursements	-	-	-	-	-	-
10-70-311-4455 Culver City Transition Reimbursement	-	-	-	-	=	-
Subtotal Technical Services \$	1,321,118	\$ 792,592 \$	841,733 \$	898,129 \$	962,794 \$	1,036,929
Subtotal Non-Assessment Revenues \$	1,470,108	\$ 944,382 \$	1,002,934 \$	1,070,130 \$	1,147,180 \$	1,235,512
Total Enterprise Fund Revenues \$	13,470,762	\$ 14,182,360 \$	14,694,538 \$	15,202,692 \$	15,748,089 \$	16,335,033
Grant Fund (Fund 20)						
20-80-433-4270 Grant Fund	-	 -	-	-	-	-
Total Grant Fund Revenues \$		\$ - \$	- \$	- \$	- \$	-
Grand Total All Funds \$	13,470,762	\$ 14,182,360 \$	14,694,538 \$	15,202,692 \$	15,748,089 \$	16,335,033

## Notes:

- El Segundo is based on the Cost Allocation Policy with phase-in discounts through FY23-24.
   CPIU Projection is the three (3) year average CPIU, escalated by 50 basis points per year.

# **5 Year Expense Projections - Enterprise Fund (10)**

Barrell and I Barrell all an		FY22-23	FY23-24		FY24-25	FY25-26	FY26-27	FY27-28
Department/Description		Adopted	Proposed		Projected	Projected	Projected	Projected
Administration		<u> </u>	·					
Salaries & Benefits	\$	1,349,947	\$ 1,372,591	\$	1,413,769	\$ 1,456,182	\$ 1,499,867	\$ 1,544,863
Supplies/Services/Equipment		1,132,460	1,295,333		1,330,983	1,420,159	1,522,410	1,639,636
Subtotal Administration	\$	2,482,407	\$ 2,667,924	\$	2,744,752	\$ 2,876,341	\$ 3,022,278	\$ 3,184,499
Operations								
Salaries & Benefits	\$	7,922,665	\$ 8,178,845	\$	8,424,210	\$ 8,676,937	\$ 8,937,245	\$ 9,205,362
Supplies/Services/Equipment		212,865	394,532		483,825	500,228	519,037	540,600
Subtotal Operations	\$	8,135,530	\$ 8,573,377	\$	8,908,035	\$ 9,177,165	\$ 9,456,281	\$ 9,745,962
Technical Services								
Salaries & Benefits	\$	772,540	\$ 789,430	\$	813,113	\$ 837,506	\$ 862,631	\$ 888,510
Supplies/Services/Equipment		1,250,677	1,288,199		1,210,479	1,291,581	1,384,575	1,491,187
Subtotal Technical Services	\$	2,023,217	\$ 2,077,629	\$	2,023,592	\$ 2,129,087	\$ 2,247,206	\$ 2,379,698
<b>Total Operating Expenses</b>	\$	12,641,154	\$ 13,318,929	\$	13,676,379	\$ 14,182,593	\$ 14,725,766	\$ 15,310,159
Total Capital Outlay	\$	200,000	\$ 200,000	\$	250,000	\$ 250,000	\$ 250,000	\$ 250,000
Grand Total	\$	12,841,154	\$ 13,518,929	\$	13,926,379	\$ 14,432,593	\$ 14,975,766	\$ 15,560,159
Department Summary								
Administration	\$	2,482,407	\$ 2,667,924	\$	2,744,752	\$ 2,876,341	\$ 3,022,278	\$ 3,184,499
Operations		8,135,530	8,573,377		8,908,035	9,177,165	9,456,281	9,745,962
Technical Services		2,023,217	2,077,629		2,023,592	2,129,087	2,247,206	2,379,698
Capital Outlay		200,000	200,000		250,000	250,000	250,000	250,000
<b>Grand Total</b>	\$	12,841,154	\$ 13,518,929	\$	13,926,379	\$ 14,432,593	\$ 14,975,766	\$ 15,560,159
Major Category Summary								
Salaries & Benefits	\$	10,045,152	\$ 10,340,866	\$	10,651,092	\$ 10,970,625	\$ 11,299,743	\$ 11,638,736
Supplies/Services/Equipment		2,596,002	2,978,063		3,025,287	3,211,968	3,426,022	3,671,423
Capital Outlay		200,000	200,000		250,000	250,000	250,000	250,000
<u> </u>	Ś	12,841,154	13,518,929	Ś	13,926,379	14,432,593	14,975,766	15,560,159

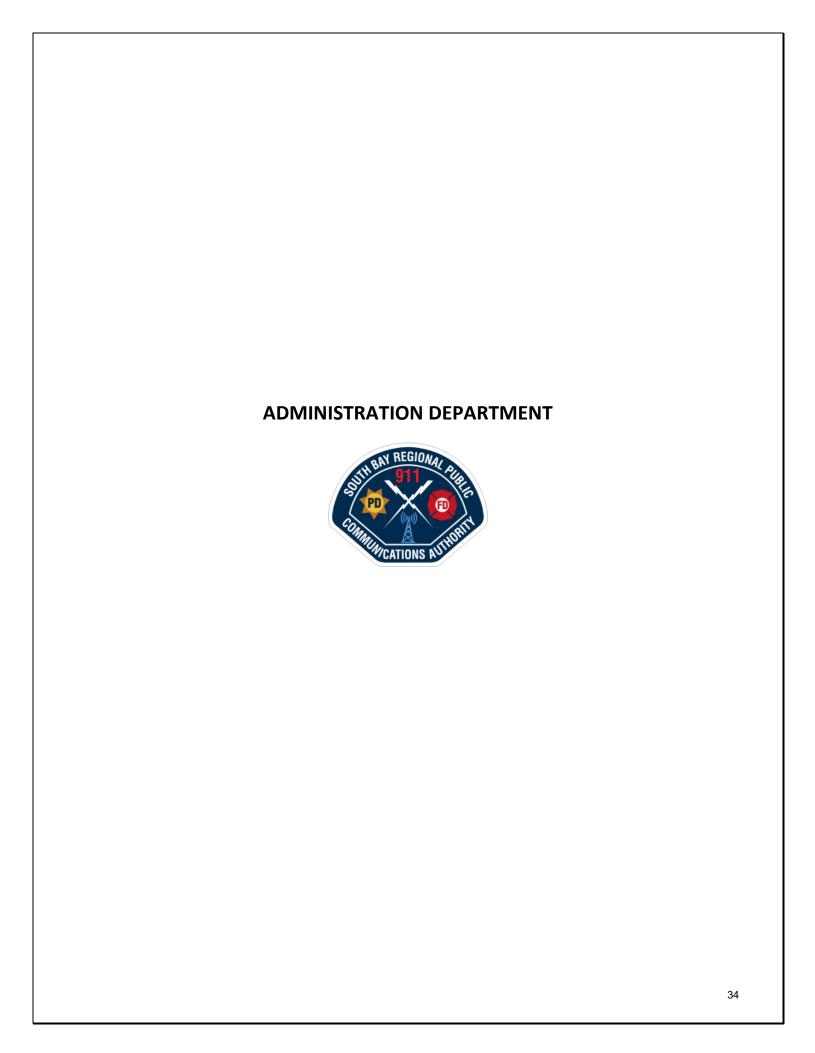
# Notes:

- 1. Salaries and benefits projections are based upon known and anticipated increases in employee compensation per MOUs and assumes 3% annually thereafter.
- 2. Supplies/Services/Equipment are increased by the three (3) year average CPIU, escalated by 50 basis points per year.

# 5 Year Fund Balance Projections - Enterprise Fund (10)

	FY22-23	FY23-24		FY24-25	FY25-26	FY26-27		FY27-28
Cash Balance Projections	Estimate	Projected		Projected	Projected	Projected		Projected
Beginning Balance	\$ 5,310,254	\$ 5,533,048	\$	5,789,665	\$ 6,252,824	\$ 6,756,924	\$	7,293,248
Operating and Capital Reserve	(1,284,115)	(1,351,893)		(1,392,638)	(1,443,259)	(1,497,577)		(1,556,016)
Available Cash	\$ 4,026,139	\$ 4,181,155	\$	4,397,027	\$ 4,809,565	\$ 5,259,347	\$	5,737,232
Budget Resources								
Assessments								
Gardena	\$ 2,233,811	\$ 2,465,655	\$	2,535,268	\$ 2,617,018	\$ 2,703,864	\$	2,796,342
Hawthorne	2,729,338	2,975,629		3,060,162	3,158,703	3,263,363		3,374,782
Manhattan Beach	1,606,565	1,827,220		1,878,856	1,939,402	2,003,715		2,072,191
Member City Subtotal	\$ 6,569,714	\$ 7,268,504	\$	7,474,285	\$ 7,715,123	\$ 7,970,942	\$	8,243,315
Culver City	2,762,991	3,042,921		3,129,148	3,229,935	3,336,984		3,450,952
El Segundo	1,869,811	2,044,684		2,181,327	2,251,427	2,325,853		2,405,056
Hermosa Beach	798,138	881,869		906,844	936,078	967,132		1,000,198
Contract City Subtotal	\$ 5,430,940	\$ 5,969,474	\$	6,217,319	\$ 6,417,439	\$ 6,629,968	\$	6,856,206
Non-Assessment Revenues	1,470,108	944,382		1,002,934	1,070,130	1,147,180		1,235,512
Total Budget Resources	\$ 13,470,762	\$ 14,182,360	\$	14,694,538	\$ 15,202,692	\$ 15,748,089	\$	16,335,033
Budget Expenses								
Operating	\$ 12,641,154	\$ 13,318,929	\$	13,676,379	\$ 14,182,593	\$ 14,725,766	\$	15,310,159
Capital	200,000	\$ 200,000	\$	250,000	\$ 250,000	\$ 250,000	\$	250,000
Total Budget Expenses	\$ 12,841,154	\$ 13,518,929	\$	13,926,379	\$ 14,432,593	\$ 14,975,766	\$	15,560,159
Revenues Over (Under) Expenditures	\$ 629,608	\$ 663,431	\$	768,159	\$ 770,099	\$ 772,324	\$	774,874
Ending Estimated Balance								
Pension and OPEB Funding	(406,814)	(406,814)		(305,000)	(266,000)	(236,000)		(191,000)
Ending Balance	\$ 5,533,048	\$ 5,789,665	\$	6,252,824	\$ 6,756,924	\$ 7,293,248	\$	7,877,122
Operating and Capital Reserve	(1,351,893)	(1,392,638)		(1,443,259)	(1,497,577)	(1,556,016)		(1,610,475)
OPEB Reserve								-
Available Balance After Reserve Allocations	\$ 4,181,155	\$ 4,397,027	\$	4,809,565	\$ 5,259,347	\$ 5,737,232	\$	6,266,647
Gardena - 32.08%	1,341,315	1,410,566		1,542,908	1,687,199	1,840,504		2,010,340
Hawthorne - 45.07%	1,884,447	1,981,740		2,167,671	2,370,388	2,585,770		2,824,378
Manhattan Beach - 22.85%	955,394	1,004,721	_	1,098,986	1,201,761	1,310,957	_	1,431,929

Note: 5 year projections include long-term plans to address pension & OPEB unfunded liabilities but not long-term plans for Capital Improvements.



## **Administration Department**

The department has six (6) positions: an Executive Director; an Operations Manager; an Administrative Services Manager; a Finance & Performance Audit Manager; an Accountant; and an Executive Assistant.

#### Management

The Authority operates under the overall direction of the Executive Director, who implements the policies adopted by the Executive Committee; manages the day-to-day operations; conducts labor negotiations; guides the development of the annual budget; works closely with Authority's legal counsel; oversees construction/ maintenance of all transmission and receiver sites; secures grants; coordinates the agenda for monthly meetings with the Executive Committee, the User Committee, and the Police and Fire Task Force; and negotiates maintenance agreements with other governmental agencies. An Executive Assistant supports the entire organization.

## **Operations**

The Operations Manager oversees the Communications Center's daily operations, policies and procedures, and technology and equipment, including the activities performed by the Communications Center's 57 employees; and may act as the Executive Director during the Executive Director's absence.

#### **Administrative Services**

The Administrative Services Manager oversees recruitment; maintains personnel records; processes required documents for health and other insurance coverage and retirement benefits for all employees; manages the Technical Services Division; coordinates training for all staff; and may act as the Executive Director during the Executive Director's absence.

#### **Accounting & Finance**

The Finance & Performance Audit Manager manages the overall accounting functions; prepares the annual budget; monitors cash flow; invests idle cash; prepares monthly budget performance reports and quarterly cash and investments reports; coordinates the annual financial audit; and advises the Executive Director in financial matters. Payroll, accounts payable, cash receipts, accounts receivable, journal entries; preparation of the Annual Report for Special Districts and Government Compensation Report to the State Controller, federal and state payroll tax returns and the quarterly Sales & Use Tax Report; and other related accounting functions are also performed by the Finance & Performance Audit Manager and an Accountant assigned to the Department.

# **Expenses by Account - Administration Department**

ACCT	DESCRIPTION	FY20-21 Adopted	FY20-21 Amended	FY20-21 Actual	FY21-22 Adopted	FY21-22 Actual	FY22-23 Adopted	FY23-24 Proposed	vs Adopted Inc (Dec) \$	vs Adopted Inc (Dec) %
5101	Salaries (Full-Time)	\$ 847,612	\$ 794,052	\$ 691,889	\$ 870,626	\$ 870,297	\$ 906,839	\$ 938,840	\$ 32,001	3.53%
5102	Salaries (Part-Time)	40,000	-	-	-	10,442	30,000	30,000	-	0.00%
5103 5104	Overtime Acting Pay	-	3,682	11,574	1,243	5	6,218	676	(5,542)	0.00% -89.13%
5104	Longevity Pay	2,350	2,350	2,250	2,350	2,350	2,450	2,600	150	6.12%
5108	Sick Leave Payoff	33,358	33,358	23,997	35,271	31,976	35,969	30,418	(5,551)	-15.43%
5109	Vacation Leave Payoff	24,086	24,086	32,327	32,242	32,559	32,939	27,389	(5,550)	-16.85%
5112	Other Pay	34,680	29,790	14,117	17,200	3,009	13,000	13,000	-	0.00%
5114	Holiday Payoff	-	-	-	-	-	-	-	-	0.00%
5201	Medical Insurance	88,393	87,658	35,587	94,993	60,920	95,812	80,128	(15,684)	-16.37%
5202	Dental Insurance	7,607	6,998	6,131	7,607	8,868	8,988	10,757	1,769	19.68%
5203 5204	Vision Care Life Insurance	1,726 792	1,597 759	1,308	1,726 792	1,842 840	2,226 936	2,226 1,274	338	0.00% 36.11%
5204	Medicare	13,660	12,866	706 11,792	14,448	13,957	14,461	15,088	627	4.34%
5206	Unemployment Insurance	-	-	-	-	-	-	-	-	0.00%
5207	Workers' Compensation	10,725	7,405	7,405	8,051	7,341	8,454	8,316	(138)	-1.63%
5208	PERS Contribution	90,317	85,607	74,724	91,601	89,392	92,307	105,108	12,801	13.87%
5209	Retirees' Medical Insurance	6,000	6,000	5,108	6,000	5,435	6,000	6,000	-	0.00%
5211	Social Security			-	-	697	-	-	-	0.00%
5212	Deferred Comp Matching	36,500	31,875	18,750	37,500	22,823	21,600	27,600	6,000	27.78%
5219	PERS Contribution-UAL	41,022	41,022	41,968	53,106	78,307	71,748	72,541	793	1.11%
5220	FSA Expense Salaries & Benefits	\$ 1,278,828	\$ 1,169,105	\$ 979,631	\$ 1,274,756	\$ 1,241,058	\$ 1.349.947	630 \$ 1,372,591	\$ <b>22,644</b>	0.00% 1.68%
5301	Networking Services	54,000	48,000	46,422	48,000	43,083	\$ 1,349,947 48,000	38,800	(9,200)	-19.17%
5302	IT Computer Contract Services	55,000	55,000	55,000	55,000	55,000	55,000	55,000	(3,200)	0.00%
5304	Accountant/Auditing Services	33,000	46,000	23,496	33,000	27,450	33,000	34,881	1,881	5.70%
5305	Legal Services	95,000	75,000	81,311	75,000	104,991	100,000	105,700	5,700	5.70%
5306	Recruitment Costs	68,530	34,000	23,854	46,750	34,034	61,645	65,395	3,750	6.08%
5307	Software Maintenance Services	77,537	61,037	57,100	64,652	61,136	76,550	81,548	4,998	6.53%
5308	Banking Services (Fees)	6,000	6,000	7,110	6,000	10,658	7,500	7,500	-	0.00%
5309	Website Maintenance Service	7,500	7,500	3,233	7,500	1,178	7,500	7,500		0.00%
5311	IT Consulting Services			- 20.500	- 20.500	- 20.500	-	25,000	25,000	0.00%
5312 5313	Medical Director Services Temporary Staffing	61,000 50,000	61,000 40,000	30,500	30,500 20,000	30,500	30,500 20,000	30,500 20,000	-	0.00%
5401	Membership Dues	390	390	689	390	508	840	840	-	0.00%
5402	Publications	350	350	550	750	503	750	750		0.00%
5403	Conferences, Meeting & Travel	21,725	16,725	6,266	16,725	11,482	16,725	28,000	11,275	67.41%
5404	Employee Services	10,500	5,500	34,926	5,500	3,607	5,500	13,814	8,314	151.15%
5405	Employee Awards	-	-	141	-	=	500	500	-	0.00%
5407	Tuition Reimbursement	-	-	-	-	-	-	-	-	0.00%
5501	Office Supplies	9,000	9,000	5,634	9,000	9,056	10,000	10,000	-	0.00%
5502	Janitorial Supplies	9,100	9,100	13,016	12,100	7,042	12,100	12,100	-	0.00%
5504	Vending Machine Supplies	1 600	1 600	- 200	1 600	7/1	1 600	1 000	- (600)	0.00%
5507 5509	Postage & Shipping Reproduction	1,600 1,500	1,600 1,500	209 7	1,600 1,500	741	1,600 1,500	1,000 500	(600)	-37.50% -66.67%
5511	Office Equipment Lease	15,750	15,750	12,839	15,750	14,006	15,750	15,750	(1,000)	0.00%
5513	General Liability Insurance	175,678	198,512	194,067	216,000	227,989	259,500	337,000	77,500	29.87%
5517	Vehicle Operations	2,000	2,000	490	2,000	433	2,000	2,000	-	0.00%
5601	Telephone - Administration	15,000	15,000	15,475	15,000	15,732	17,000	17,969	969	5.70%
5701	Maintenance/HQ	164,150	194,650	148,648	161,650	119,995	164,150	173,507	9,357	5.70%
5703	Electricity - HQ	98,000	98,000	127,190	110,000	146,865	135,000	150,000	15,000	11.11%
5704	Electricity - Grandview	2,200	2,200	2,183	2,200	2,604	3,000	3,171	171	5.70%
5705	Electricity - Punta	6,600	6,600	9,561	9,000	11,121	10,000	10,570	570	5.70%
5706	Gas - HQ	11,000	11,000	11,492	11,000	15,159	16,000	16,912	912	5.70%
5707 5715	Water - HQ Electricity - MB Water Tower	3,850 2,750	3,850 2,750	3,005 1,630	3,850 3,500	3,564 2,372	4,850 3,500	5,126 6,500	276 3,000	5.70% 85.71%
5810	Office Equipment	10,000	<u> </u>	7,821	3,500	5,014	10,000	10,000	3,000	0.00%
5820	Other Equipment	- 10,000		- 7,021	-	132	-	5,000	5,000	0.00%
5830	Furniture & Fixtures	-	-	413	-	10,335	2,500	2,500	-	0.00%
	Supplies/Services/Equip	\$ 1,068,710	\$ 1,028,01 <u>4</u>	\$ 924,279			\$ 1,132,460		\$ 162,873	14.38%
<b>Total Exp</b>	enses - Administration				\$ 2,258,673	\$ 2,217,347	\$ 2,482,407		\$ 185,517	7.47%

# **Account Detail - Administration Department**

Account	Account Description	Comments/Explanation
5101	Salaries (Full-Time)	Includes contracted and estimated increases from MOUs and agreement with employees
5104	Acting Pay	Per MOU with Management & Confidential Employees
5107	Longevity Pay	Based on longevity starting at 10 years of service @ \$250 plus \$50 increase for each additional year
5108	Sick Leave Payoff	Per MOU paid @ 100% of pay rate; max 120 hours paid (twice/year)
5109	Vacation Leave Payoff	Per MOU paid @ 100% of pay rate; max 100 hours paid (twice/year)
5112	Other Pay	Includes automobile allowance and General Leave Payoff
5201	Medical Insurance Dental Insurance	Per MOU and employment agreement - cafeteria plan limit
5202 5203	Vision Care	Per MOU and employment agreement - cafeteria plan limit  Per MOU and employment agreement - 100% employer paid
5204	Life Insurance	Per MOU \$100,000 employee-only coverage
5205	Medicare	1.45% employer rate
5207	Workers' Compensation	Based on projected increase from prior year premium
		Rates reflect increase in the Normal Cost from 10.87% to 12.47% for Tier 1 employees plus 3.5% of
		employee contributions; increase from 8.63% to 10.10% for Tier 2 employees hired after October 25,
5208	PERS Contribution	2011; increase from 7.47% to 7.68% for PEPRA employees hired after January 1, 2013. UAL portion is
		allocated to a different account (see account # 5219).
5209	Retirees' Medical Insurance	Per MOU - retiree benefit
5212	Deferred Comp Matching	Per MOU and employment agreement
5219	PERS Contribution-UAL	Unfunded Accrued Liability determined by CalPERS Actuarial Report
5301	Networking Services	Consultant for frequency issues; Monthly charge for internet services
5302	Computer Contract Svcs/CAD	IT support from Hawthorne; CAD consultant
5304	Accountant/Auditing Services	Annual independent audit, GASB75 Valuation (as needed), other consulting services
F20F	Logal Convices	Authorityle logal councel, angoing gangral consulting and labour acceptable and acceptable acceptable and acceptable acceptable and acceptable acceptable and acceptable acceptable and acceptable acceptable acceptable acceptable acceptable and acceptable
5305 5306	Legal Services Recruitment Costs	Authority's legal counsel; ongoing general consulting and labor negotiations consulting  See attached detail sheet
5306	Software Maintenance Services	See attached detail sheet
5308	Banking Services (Fees)	Union Bank services (not offset by earnings allowance)
5309	Website Maintenance Service	Hosting/licensing fees
5311	IT Consulting Services	GIS Consulting
F212	Medical Director Services	Administrative services for review and provision of input into the development of agencies' fire
5312	Medical Director Services	departments' policies and procedures that impact patient care. State mandated.
5401	Membership Dues	See attached detail sheet
5402	Publications	See attached detail sheet
5403	Conferences, Meetings & Travel	See attached detail sheet
5404	Employee Services	Includes Exec Comm/Board of Directors' meeting expenses/other employee services
5405 5407	Employee Awards Tuition Reimbursement	Employee recognition  Reimbursement of college/university class tuition and eligible expenses per MOU
5501	Office Supplies	Pens, paper, envelopes, folders, printer cartridges, and other office supplies
5502	Janitorial Supplies	Cleaning and other supplies
5504	Vending Machine Supplies	Outsourced; Vending machine contractor took over in February 2017.
5507	Postage & Shipping	Postage/UPS/Express mail services
5509	Reproduction	Accounts Payable & Payroll checks; W-2's; 1099's; budget doc, etc.
5511	Office Equipment Lease	Copier and postage meter
5513	General Liability Insurance	Authority's various insurance coverages including cyber, property, earthquake, etc.
5517	Vehicle Operations	Gasoline/maintenance cost
5601 5701	Telephone - Administration	Telephone for Administration See attached detail sheet
5702	Maintenance/HQ Maintenance/Other	Fuel tank cleaning, permit fees, and other maintenance costs for other sites
5703	Electricity - HQ	Utilities; Electricity for HQ
5704	Electricity - Grandview	Utilities; Electricity for Grandview site
5705	Electricity - Punta	Utilities; Electricity for Punta Place site
5706	Gas - HQ	Utilities; Gas for HQ
5707	Water - HQ	Utilities; Water for HQ
5810	Office Equipment	Computers, printers, laptops, etc.
5820	Other Equipment	Television, tools, etc.
5830	Furniture & Fixtures cations Contract Services	Chairs, work stations, etc.
10-50-111		
	munications	14,400
	stle internet	14,400
CAD Conne		10,000
Total		\$ 38,800
Recruitme		
10-50-111		
	g - Daily Breeze and job websites (N	• •
	Community Events and investigations	3,000
Psychologi	Ÿ .	30,000 6,000
Physical ex		4,770
Polygraph		4,125
Credit Rep		500
Criticall An	nnual Subscription	8,000

# **Account Detail - Administration Department**

Marketing Materials	5,000
Fingerprinters/LiveScan/DOJ/SS# check	1,500
Total Control of the	\$ 65,395
Software Maintenance Services 10-50-111-5307	
EDEN annual maintenance cost (software support and licensing updates)	15,432
EDEN Operating Systems & Database Administration	6,976
Annual Barracuda Spam updates for Server	2,325
Schedule Express Powerphone annual maintenance	10,063 1,691
Email certificate renewal	793
ESC shop software annual maintenance cost	1,586
Extreme Routers Annual Maintenance	3,700
Jot Forms	1,268
Solar Winds Annual Maintenance Other Software Maintenance	3,171 10,570
Fortiguard security software for network	10,570
Box Subscription - Distribution of 9-1-1 and radio recordings	1,142
LEFTA software licensing and maintenance	2,114
Zoom Subscription	634
ESRI Annual Maintenance	1,586
Exaq Vision Annual Maintenance - Security System Stancil Annual Maintenance - Logging Recorder	4,228 2,643
Media Temple Website Annual Maintenance	1,057
Total	\$ 81,548
Memberships	
10-50-111-5401 Evacutive Director annual dues	450
Executive Director annual dues  CAL Chiefs (Fire Chiefs Communications Section) - Group membership annual dues	450 50
California Society of Municipal Finance Officers (CSMFO) - Finance Manager/Accountant annual dues	110
California Background Investigators Association (CBIA)	70
Government Finance Officers Association (GFOA) - Finance Manager annual dues	160
Total	\$ 840
Publications 10-50-111-5402	
Labor Law Compliance Center - Labor Law posters	150
Government Finance Officers Association publications as needed	200
Media Subcriptions	400
Total	\$ 750
Conferences, Meetings, & Travel 10-50-111-5403	
Labor Law Seminars and Conferences	10,000
California Society of Municipal Finance Officers (CSMFO) - annual conference/ February	1,500
Leadership Retreat	10,000
CSMFO bi-monthly Chapter meetings - Finance Manager	275
CalPERS Ed Forum, Anaheim (Fin Mgr & Accountant)	1,250
Government Tax Seminar -Finance Mgr GFOA/CSMFO finance workshops (Fin Mgr & Accountant)	475 1,000
APCO/NENA Conferences	3,500
Total	\$ 28,000
Maintenance/HQ	
10-50-111-5701	6.242
Gardening Service (grounds)  Janitorial Service	6,342 49,560
Tree Trimming Services	6,871
Fuel Tank Cleaning and diesel refills	5,285
Generator Service (contract and repairs) - includes HQ, Punta, MBWT, Grandview, & 1500 Gal Diesel	12,684
Various permit fees - South Coast Air Quality Management District (AQMD) & LA County Fire Hazmat Program	2,643
Fire Alarm, Fire Alarm Inspection & Fire Extinguishers Service and Repairs  Elevator Maintenance Contract	7,928
Water Treatment	10,147 1,268
HVAC Maintenance - Contract plus necessary repairs	35,251
DirecTV Services	2,643
Roll-up door Annual Maintenance - Tech Services Bay	2,643
Exterminator Service	3,700
Water Filtration Service Uninterrupted Power Supply (UPS) Maintenance - includes Tower Radio Room	1,057 12,684
Building Exterior Annual Cleaning	5,285
Plumbing, Security Gate & Other repairs	7,928
Facility replacement light bulbs/hardware	1,586
Total	\$ 175,502



## **Operations Department**

The Operations Department is the Communications Center which is staffed with seven (7) Communications Supervisors and 50 Communications Operators. Communications Operators must attend and graduate from an accredited 120-hour Basic Academy hosted by Golden West College, Rio Hondo College, or the Riverside County Sheriffs' Department. The Basic Academy is accredited by the California Commission on Peace Officer Standards and Training (POST).

The Communications Center personnel answer all 9-1-1 and 7-digit emergency police and fire calls for the Cities of Manhattan Beach, Gardena, and Hawthorne (Members), as well as the cities of Culver City, El Segundo and Hermosa Beach (under contract). These calls are processed utilizing a computer-aided dispatch (CAD) system, and then dispatched to the appropriate police or fire department field units. The Communications Center operates 24 hours a day, 7 days a week.

When working the Complaint Operator position, a Communications Operator is responsible for receiving and responding appropriately and quickly to all incoming calls for service. These calls for service may be received via police and fire emergency lines, 9-1-1 lines, SMS/Text-to-911, TTY/TDD (Telecommunication Device for the Deaf), police and fire department hotlines, as well as hotlines from Chevron, Northrop, or the Hawthorne Airport Tower. Upon receipt of the call, the operator must determine the validity, nature, and priority of the call. These calls are entered as incidents to be dispatched to police and fire personnel or may be transferred appropriately.

When functioning as a Police or Fire Dispatcher, the Communications Operator is responsible for prompt and effective transmissions of dispatches as well as the coordination and intercommunication of all field units. The job requires considerable exercise of initiative and independent judgment in determining priorities and coordinating a variety of simultaneous activities of a critical nature. The operator processes requests for other city services and information from outside agencies as well as requests for information from law enforcement databases.

## **Prior Year Accomplishments:**

• Received 348,926 calls in CY2022

911 Calls: 127,5817 Digit Calls: 221,345

- Averaged 36.5 seconds for Police dispatch (Priority E and 1 calls) and 11 seconds for Fire dispatch in CY2022.
- Answered 98.67% of overall calls and 98.13% at the busiest hour within 15 seconds in CY2022.
- Responded to 477 Text-to-911 Sessions in CY2022.

# **Expenses by Account - Operations Department**

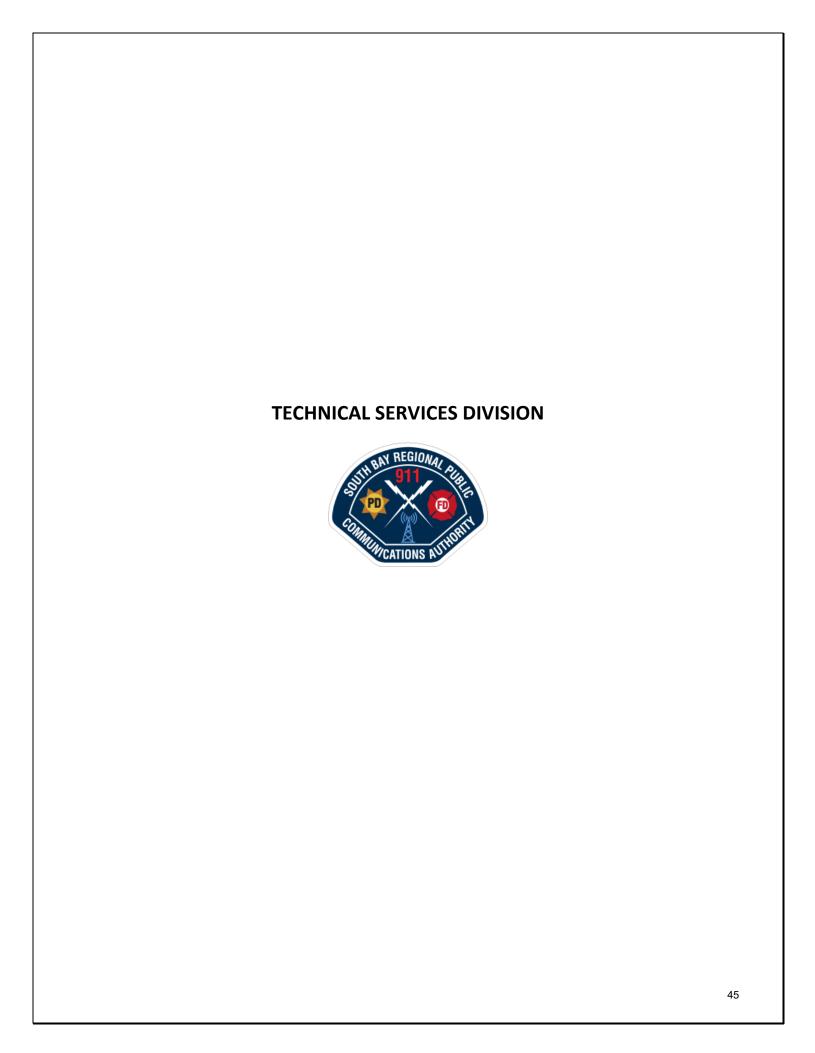
ACCT	DESCRIPTION	FY20-21 Adopted	FY20-21 Amended	FY20-21 Actual	FY21-22 Adopted	FY21-22 Actual	FY22-23 Adopted	FY23-24 Proposed	vs Adopted Inc (Dec) \$	vs Adopted Inc (Dec) %
5101	Salaries (Full-Time)	\$ 5,546,631	\$ 5,025,397	\$ 4,433,987	\$ 5,025,397	\$ 4,433,987	\$ 5,176,790	\$ 5,412,120	235,330	4.55%
5102	Salaries (Part-Time)	-	-	28,307	-	28,307	-	-	-	0.00%
5103	Overtime	195,539	195,539	291,314	195,539	291,314	225,000	225,000	-	0.00%
5104	Acting Pay	10,000	10,000	3,791	10,000	3,791	10,000	10,000	-	0.00%
5105	Bilingual Pay	8,400	8,400	9,300	8,400	9,300	9,600	9,600	-	0.00%
5107	Merit Pay	-	-	-	-	-	-	-	- (44.050)	0.00%
5108	Sick Leave Payoff	106,313	106,313	83,778	106,350	83,778	106,350	95,000	(11,350)	-10.67%
5109 5110	Vacation Leave Payoff	55,000	55,000	87,071 6,102	55,000	87,071 6,102	65,000	75,000	10,000	15.38% 0.00%
5110	Training Pay Other Pay	15,000	15,000	96,870	15,000	96,870	15,000	15,000	<u> </u>	0.00%
5114	Holiday Payoff	75,000	75,000	111,795	75,000	111,795	100,000	52,000	(48,000)	-48.00%
5115	Education Incentive	104,300	104,300	117,268	116,900	117,268	122,605	132,173	9,568	7.80%
5116	Overtime-Ridealongs	-	-	-	-	-	-	-		0.00%
5201	Medical Insurance	668,836	590,236	486,330	601,964	486,330	581,257	600,055	18,798	3.23%
5202	Dental Insurance	36,400	36,400	45,855	42,265	45,855	56,062	56,173	111	0.20%
5203	Vision Care	18,424	16,591	14,354	16,059	14,354	17,837	17,207	(630)	-3.53%
5204	Life Insurance	8,316	7,524	8,413	7,524	8,413	8,893	11,629	2,736	30.77%
5205	Medicare	89,572	82,014	75,553	80,465	75,553	85,313	88,311	2,998	3.51%
5206	Unemployment Insurance	5,000	5,000	11,277	10,000	11,277	20,000	15,000	(5,000)	-25.00%
5207	Workers' Compensation	49,951	34,490	34,870	38,242	34,870	40,154	39,500	(654)	-1.63%
5208	PERS Contribution	662,899	614,433	522,646	596,231	522,646	586,430	658,562	72,132	12.30%
5209	Retirees' Medical Insurance	50,000	50,000	55,984	50,000	55,984	60,000	72,000	12,000	20.00%
5211	Social Security	-	-	-	-	-	-	-	-	0.00%
5212	Deferred Comp Matching Benefit	-	-	28,551	-	28,551	70,500	76,500	6,000	8.51%
5219	PERS Contribution-UAL	415,637	415,637	729,026	494,406	729,026	561,624	514,011	(47,613)	-8.48%
5220	FSA Expense	-	-	4,491	-	4,491	4,250	4,004	(246)	-5.79%
	Salaries & Benefits	\$ 8,121,218		\$ 7,286,934	\$ 7,544,742	\$ 7,286,934		\$ 8,178,845	\$ 256,180	3.23%
5300	Maintenance & Operations	-	-	-	-	-	-			0.00%
5302	Computer Contract/CAD	-	-	-	-	-		164,000	164,000	0.00%
5401	Membership Dues	2,830	2,290	-	2,290	-	2,290	2,290	-	0.00%
5402	Publications Nanting 8 Travel	1,710	1,710	- 0.071	1,710	- 0.074	1,710	1,710	- 200	0.00%
5403	Conferences, Meeting & Travel	27,300	18,827	8,071	19,151	8,071	23,557	23,846	289	1.23%
5404 5405	Employee Services Employee Awards	2,500 500	2,500 500	1,654 308	2,500 500	1,654 308	2,500 1,000	2,500 1,000	-	0.00%
5405	POST Training	24,865	11,908	1,997	12,608	1,997	12,608	12,608	<u> </u>	0.00%
5407	Tuition Reimbursement	18,000	18,000	6,337	16,000	6,337	16,000	16,000		0.00%
5506	Uniforms/Safety Equipment	8,000	12,500	1,291	8,000	1,291	8,000	8,000		0.00%
5509	Reproduction	500	500		500	- 1,231	500	500	-	0.00%
5603	Telephone - El Segundo	3,000	3,000	3,298	3,000	3,298	3,000	3,171	171	5.70%
5604	Telephone - Gardena	3,000	3,000	11,218	15,000	11,218	3,000	3,171	171	5.70%
5606	Telephone - Hawthorne	6,000	6,000	14,576	6,000	14,576	14,500	20,000	5,500	37.93%
5607	Telephone - Hermosa Beach	27,000	27,000	8,013	30,000	8,013	12,000	12,684	684	5.70%
5608	Telephone - Manhattan Beach	6,000	6,000	4,273	6,000	4,273	6,000	6,342	342	5.70%
5611	Telephone - Punta Place	4,500	4,500	1,121	4,500	1,121	4,500	4,757	257	5.70%
5612	Telephone - RCC	11,000	11,000	10,591	11,000	10,591	11,000	11,627	627	5.70%
5613	Sprint Wireless Reimbursable	70,000	70,000	9,302	70,000	9,302	1,200	-	(1,200)	-100.00%
5614	Verizon Wireless Reimbursable	25,000	25,000	53,549	50,000	53,549	60,000	65,000	5,000	8.33%
5615	Telephone-Culver City	14,500	14,500	13,596	14,500	13,596	14,500	15,327	827	5.70%
5810	Office Equipment	-		2,437	-	2,437	-	5,000	5,000	0.00%
5820	Other Equipment	15,000	30,000	21,207	15,000	21,207	15,000	15,000	-	0.00%
5830	Furniture & Fixtures			-	-	-	-	-	-	0.00%
Subtotal	Supplies/Services/Equip	\$ 271,205		\$ 172,839	\$ 288,259	\$ 172,839	\$ 212,865	\$ 394,532	\$ 181,667	85.34%
Total Ex	penses - Operations	\$ 8,392,423	\$ 7,716,009	\$ 7,459,773	\$ 7,833,001	\$ 7,459,773	\$ 8,135,530	\$ 8,573,377	\$ 437,847	5.38%

# Account Detail - Operations Department

Account	Account Description	Comments/Explanation
5101	Salaries (Full-Time)	Includes contracted and estimated increases from MOUs if applicable
5102	Salaries (Part-Time)	Part-time Communications Operators
5103	Overtime	Covers overtime for staffing, training, and other needs as necessary
5104	Acting Pay	Communications Operators acting as Communications Supervisors per MOU with the Teamsters
5105	Bilingual Pay	Per MOU - \$100/month for eligible employees
5108	Sick Leave Payoff	Per MOU - max Teamsters 120 hours/CWA 120 hours @ 85% of base rate
5109	Vacation Leave Payoff	Per MOU - max 90 hours Teamsters @ 85%; CWA @ 90% of base rate
5110	Training Pay	Per MOU - Incentive pay when Communications Operators train new employees
5114	Holiday Payoff	Payoff for unused holiday time at year-end
5115	Education Incentive	Per MOU - Incentive pay when employees obtain certificates and/or degrees
5116	Overtime - Ridealongs with Cities	Overtime for operators and supervisors to go on ride-alongs with member cities.
5201	Medical Insurance	Per MOUs - cafeteria plan limit
5202	Dental Insurance	Per MOUs - cafeteria plan limit
5203	Vision Insurance	Per MOUs - 100% employer paid
5204	Life Insurance	Per MOU \$100,000 employee-only coverage
5205	Medicare	1.45% employer rate
5206	State Unemployment	Based on estimated reimbursements to EDD for actual claims
5207	Workers' Compensation	Based on projected increase from prior year premium
		Rates reflect increase in the Normal Cost from 10.87% to 12.47% for Tier 1 employees plus
5208	PERS Contribution	3.5% of employee contributions; increase from 8.63% to 10.10% for Tier 2 employees hired
5208	PERS COntribution	after October 25, 2011; increase from 7.47% to 7.68% for PEPRA employees hired after
		January 1, 2013. UAL portion is allocated to a different account (see account # 5219).
5209	Retirees' Medical Insurance	Per MOU - retiree benefit
5219	PERS Contribution-UAL	Unfunded Accrued Liability determined by CalPERS Actuarial Report
5401	Membership Dues	See attached detail
5402	Publications	See attached detail
5403	Conferences, Meetings & Travel	See attached detail
5404	Employee Services/EC-BOD	Employee Assistance Program; miscellaneous employee operations expenses
5405	Employee Awards	Employee recognition
5406	POST Training	Mandated training; some training eligible for reimbursement by State. See attached detail.
5407	Tuition Reimbursement	Per MOU - Reimbursement of college/university class tuition and eligible expenses
5506	Uniforms/Safety Equipment	Uniform purchases for new hires and replacements for existing employees
5509	Reproduction	Training manuals
5603	Telephone - El Segundo	Data and hotline phone circuits
5604	Telephone - Gardena	Data and hotline phone circuits
5606	Telephone - Hawthorne	Data and hotline phone circuits
5607	Telephone - Hermosa Beach	Data and hotline phone circuits
5608	Telephone - Manhattan Beach	Data and hotline phone circuits
5611	Telephone - Punta Place	Data and hotline phone circuits
5612	Telephone - RCC	Data and hotline phone circuits
5613	Sprint Wireless Reimbursable	Data charges that will be reimbursed to the Authority in the 4th qtr Assessment each year.
5614	Verizon Wireless Reimbursable	Data charges that will be reimbursed to the Authority in the 4th qtr Assessment each year.

# Account Detail - Operations Department

Membership Dues	
10-60-211-5401	
Association of Police Communications Officials (APCO) - Group Membership	540
National Emergency Number Association (NENA) - Group Membership	700
CWA Association Memberships	1,050
Total	\$ 2,290
Publications	
10-60-211-5402	
Haines Directory Software (telephone criss-cross directory) for Dispatch Center	800
ACTIVE 9-1-1 Yearly Subscription	850
California Penal Code - annual new book - for Dispatch Center	60
Total	\$ 1,710
Conferences, Meetings & Travel	
10-60-211-5403	
Emergency Medical Dispatch (EMD) 24-hour course	3,990
EMD Recertification	3,225
Association of Police Communications Officials (APCO) Conference	3,500
CA 9-1-1 Training Allotment for CAL-NENA, NENA and Next Gen 9-1-1 Training	10,000
Civilian Management Seminars PMW Associates	1,186
Mandatory Supervisor Harrasment Training	420
Employee Mandatory Harrassment Training	1,300
LA County PSAP quarterly meetings - Operations Manager/Administration Supervisor	225
Total	\$ 23,846
POST Training	
10-60-211-5406	
Public Safety Training Consultants (PSTC) Seminars	6,450
Golden West College - 120 hours POST training	5,458
Golden West College - 80 hour POST Supervisor Training	700
Total	\$ 12,608



## **Technical Services Division**

The Technical Services Division is staffed with a Public Safety Communications Specialist II and four (4) Public Safety Communications Specialist I positions. The division provides technical services for vehicles and equipment used by the Member Cities and client cities Police, Fire, and Public Works personnel. The division also provides the same services to outside agencies including the City of Palos Verdes Estates, El Camino College Campus Police Department, and Los Angeles Interagency Metropolitan Police Apprehension Crime Taskforce (LA IMPACT).

Services provided include: installation of radios, emergency lighting, sirens, mobile computer systems, prisoner cages, prisoner restraint systems, prisoner seats, trunk boxes, slide out equipment trays, support wiring, and electrical equipment on patrol vehicles; repairs and maintenance of above equipment; repairs of mobile radios, portable radios, mobile computers, sirens, light bars, and mobile video equipment.

The division is responsible managing contracts for the maintenance and upgrade of the Authority's remote receivers and transmitters at the following sites: The Authority's Tower in Hawthorne; Punta Place in Palos Verdes Estates; South Bay Hospital in Redondo Beach; Grandview in Manhattan Beach; Water Tower in Manhattan Beach; Pacific Corporate Towers in El Segundo; Water Tower in El Segundo; Pier in Hermosa Beach; and Gardena Police Department.

The technologies that the division maintains under contract include: a microwave "ring" (1+1) network; IP voted conventional analog radio communications; networking equipment at all transmit and receive sites (firewalls, switches, routers, site monitoring equipment); Orion Solarwinds Network monitoring 24/7; generator and backup systems.

Technical Services also coordinates the maintenance requirements for the Authority facility and capital improvement projects; is responsible for upkeep of the Authority's FCC licenses and processing applications for new channels; and prepares/plans for future frequency needs of the Authority, Member Agencies and client cities.

#### **Prior Year Accomplishments:**

- Completed 352 work orders for installations and repairs of various telecommunications equipment used by Police, Fire and Public Works from members and client agencies in CY2022.
- Performed 2,586.5 billable labor hours in CY2022

## **Expenses by Account - Technical Services Department**

ACCT	DESCRIPTION	FY20-21 Adopted	FY20-21 Amended	FY20-21 Actual	FY21-22 Adopted	FY21-22 Actual	FY22-23 Adopted	FY23-24 Proposed	vs Adopted Inc (Dec) \$	vs Adopted Inc (Dec) %
5101	Salaries (Full-Time)	\$ 476,889	\$ 472,235	\$ 467,872	\$ 469,753	\$ 399,968	\$ 484,121	\$ 507,570	\$ 23,449	4.84%
5103	Overtime	6,850	6,850	2,573	6,850	284	3,500	3,500	-	0.00%
5104	Acting Pay	-	-	-	-	-	-	-	-	0.00%
5106	Call Back Pay	-	-	-	-	-	-	-	-	0.00%
5107	Merit Pay	2,000	2,000	1,614	2,000	771	750	850	100	13.33%
5108	Sick Leave Payoff	17,780	17,780	10,456	17,780	7,812	13,500	10,500	(3,000)	-22.22%
5109	Vacation Leave Payoff	14,386	14,386	9,212	14,386	6,329	12,000	10,000	(2,000)	-16.67%
5112	Other Pay			-	-	9,460	-	-	-	0.00%
5114	Holiday Payoff	-	-	-	-	-	-	-	-	0.00%
5115	Education Incentive	-	-	-	-	-	-	-	-	0.00%
5201	Medical Insurance	52,760	52,760	51,600	62,000	42,353	61,400	61,200	(200)	-0.33%
5202	Dental Insurance	2,800	2,800	3,561	2,801	4,889	7,404	6,300	(1,104)	-14.91%
5203	Vision Care	1,645	1,645	1,450	1,339	1,468	2,045	1,790	(255)	-12.47%
5204	Life Insurance	660	660	680	660	589	780	1,020	240	30.77%
5205	Medicare	7,587	7,519	6,207	7,431	5,719	7,538	7,764	226	3.00%
5206	Unemployment Insurance	-	-	-	-	-	-	-	-	0.00%
5207	Workers' Compensation	71,824	49,593	49,593	54,344	49,552	57,061	56,132	(929)	-1.63%
5208	PERS Contribution	57,780	57,218	56,539	56,847	46,109	51,247	58,676	7,429	14.50%
5209	Retirees' Medical Insurance	20,000	20,000	20,835	20,000	11,718	22,000	18,000	(4,000)	-18.18%
5212	Deferred Comp Matching Benef	-	-	-	-	1,468	6,000	3,000	(3,000)	-50.00%
5219	PERS Contribution-UAL	37,479	37,479	37,641	46,449	68,491	43,194	43,128	(66)	-0.15%
Subtotal	Salaries & Benefits	\$ 770,440	\$ 742,925	\$ 719,830	\$ 762,640	\$ 656,981	\$ 772,540	\$ 789,430	\$ 16,890	2.19%
5302	IT Computer Contract Services	145,000	145,000	145,000	145,000	145,000	145,000	145,000	-	0.00%
5311	GST Software Reimbursable	52,692	52,692	52,692	52,692	52,692	55,327	52,692	(2,635)	-4.76%
5403	Conferences, Meeting & Travel	2,650	2,650	-	2,650	-	2,650	2,650	-	0.00%
5503	General Technical Supplies	7,500	7,500	9,527	7,500	3,067	7,500	7,500	-	0.00%
5506	Uniforms/Safety Equipment	2,500	2,500	1,204	2,500	743	2,500	2,500	-	0.00%
5507	Postage & Shipping	1,200	1,200	-	1,200	-	1,200	1,200	-	0.00%
5508	Shipping Costs	-	-	-	-	-	-	-	-	0.00%
5514	Parts - Billing	600,000	600,000	428,581	700,000	462,670	700,000	739,900	39,900	5.70%
5516	Install Wire, Loom & Hardware	30,000	30,000	-	-	-	-	-	-	0.00%
5517	Vehicle Operations	4,500	4,500	4,139	4,500	2,053	4,500	4,757	257	5.70%
5520	Equipment Repair	5,000	5,000	-	5,000	-	5,000	5,000	-	0.00%
5521	Outside Tech Serv-Towers/Equi	325,000	325,000	309,658	325,000	258,335	325,000	325,000	-	0.00%
5524	GETAC Project	-	-	-	-	-	-	-	-	0.00%
5525	Culver City Infrastructure Trans	-	-	-	-	-	-	-	-	0.00%
5810	Office Equipment	2,000	2,000	31,546	2,000	2,629	2,000	2,000	-	0.00%
5820	Other Equipment	-	-	-			-			0.00%
	11 : : 1 1	\$ 1,178,042	\$ 1,178,042	\$ 982,346	\$ 1,248,042	\$ 927,189	\$ 1,250,677	\$ 1,288,199	\$ 37,522	3.00%
<b>Total Exp</b>	enses - Tech Services	\$ 1,948,482	\$ 1,920,967	\$ 1,702,177	\$ 2,010,682	\$ 1,584,170	\$ 2,023,217	\$ 2,077,629	\$ 54,412	2.69%

## Account Detail - Technical Services Department

Account	Account Description	Comments/Explanation		
5101	Salaries (Full-Time)	Includes contracted and estimated increases from MOUs if applicable		
5103	Overtime	As needed		
5104	Acting Pay	Per MOU		
5106	Call Back Pay	If called back to work after hours		
5107	Merit Pay	Based on longevity starting @ 7 years of service \$250; \$50 each additional year		
5108	Sick Leave Payoff	Max 120 hrs @ 85% of base rate		
5109	Vacation Leave Payoff	Max 90 hrs @ 85% of base rate		
5201	Medical Insurance	Per MOU - cafeteria plan limit		
5202	Dental Insurance	Per MOU - cafeteria plan limit		
5203	Vision Insurance	Per MOU - 100% employer paid		
5204	Life Insurance	Per MOU \$100,000 employee-only coverage		
5205	Medicare	1.45% employer contribution rate		
5206	State Unemployment	Based on estimated reimbursements to EDD for actual claims		
5207	Workers' Compensation	Based on projected increase from prior year premium		
		Rates reflect increase in the Normal Cost from 10.87% to 12.47% for Tier 1 employees plus		
5200	DEDC Contribution	3.5% of employee contributions; increase from 8.63% to 10.10% for Tier 2 employees hired		
5208	PERS Contribution	after October 25, 2011; increase from 7.47% to 7.68% for PEPRA employees hired after		
		January 1, 2013. UAL portion is allocated to a different account (see account # 5219).		
5209	Retirees' Medical Insurance	Per MOU - retiree benefit		
5219	PERS Contribution-UAL	Unfunded Accrued Liability determined by CalPERS Actuarial Report		
5302	Comp Contract Services/CAD	IT support from Hawthorne; CAD consultant		
5403	Conferences, Meetings & Travel	See attached detail		
5503	General Technical Supplies	Chemical cleaners, switches, cables, jumpers, etc.		
5506	Uniforms/Safety Equipment	Uniform purchases for new hires and replacements for existing employees		
5510	Equipment Rent	Boom lift/test equipment, as needed		
5514	Parts - Billing	Reimbursable expense for parts billed to members/customers - revenue offset		
5516	Install Wire, Loom & Hardware	Miscellaneous parts used for installations. Now part of Parts - Billing		
5517	Vehicle Operations	Fuel/other maintenance for Authority's van/truck		
5520	Equipment Repair	Various factory equipment repairs including MDC hardware		
5521	Outside Tech Svcs-Towers/Equipment	CommLine contract for servicing radios, microwave and tower equipment		
5810	Office Equipment	Computers, printers, laptops, etc.		
5820	Other Equipment	Television, tools, etc.		
Conference	ces, Meetings & Travel			
10-70-311	-5403			
Technical	Services Sotware/Support training		2,500	
COPS Wes	st - Palm Springs		150	
Total			\$ 2,650	
<b>Outside T</b>	ech Svcs-Towers/Equipment			
10-70-311	-5521			
Annual ha	rdware support for (17) position Avtec/Serve	rs, (106) Tait Base Stations and (9) Sites, microwave support.	180,000	
Avtec Annual Software support				
Support fo	or Microwave maintenance		75,000	
Total			\$ 325,000	



## **Acronyms**

Association

HQ - Headquarters

IFR - Injury Frequency Radio APCO – Association of Police Communications Officials IP - Internet Protocol AQMD – Air Quality Management District IWCE – International Wireless Communications Expo CAD - Computer Aided Dispatch LAIF - Local Agency Investment Fund CAHN - California Association of Hostage Negotiators LASO - Los Angeles Sheriff's Office RMS - Records Management System MB - Manhattan Beach CalPERS – California Public Employees MBWT – Manhattan Beach Water Tower **Retirement System** MDC - Mobile Data Computer CLETS - California Law Enforcement MHz – Megahertz **Telecommunications System** MOU - Memorandum of Understanding CPI - Consumer Price Index NENA - National Emergency Number CSMFO – California Society of Municipal Finance Association Officers **OPEB – Other Post-Employment Benefits** CWA - Communications Workers of America OT - Overtime DOJ – Department of Justice PERS – Public Employees Retirement System DUI – Driving Under the Influence POST – Police Officer Standards and Training EDD – Employment Development Department PSAP – Public Safety Answering Point EMD – Emergency Medical Dispatch PSTC – Public Safety Training Center FCC – Federal Communications Commission TMS – Training Management System FY - Fiscal Year **UAAL - Unfunded Actuarial Accrued Liability** GASB – Governmental Accounting Standards Board UHF – Ultra High Frequency GFOA - Government Finance Officers VOIP - Voice over Internet Protocol

VHF - Very High Frequency

## **Glossary**

ACCRUAL BASIS: Revenues are recognized when both measurable and available; expenditures are recorded when services have been substantially performed or goods have been received and the liabilities incurred.

ADOPTED BUDGET: The official budget as approved by the Board of Directors at the start of each fiscal year.

AMENDED BUDGET: The adopted budget as amended by the Board of Directors or the Executive Committee through the course of a fiscal year.

APPROPRIATIONS: A legal authorization granted by a legislative body to make expenditures and to incur obligations for specific purposes. An appropriation is usually limited in amount and to the time when it may be expended.

AGENCY: A state or local unit of government created to perform a single activity or a limited group of functions and authorized by the state legislature to issue bonded debt.

ASSESSMENTS: Based on the Cost Allocation Policy, the annual predetermined charges to the Member Cities (Gardena, Hawthorne, and Manhattan Beach) and for the Contract Cities (Culver City, El Segundo, and Hermosa Beach).

AUTHORITY: The South Bay Regional Public Communications Authority, a governmental agency that provides a consolidated regional public communications system.

BOND: A security whereby an issuer borrows money from an investor and agrees and promises, by written contract, to pay a fixed principal sum on a specified date (maturity date) and at a specified rate of interest.

BOND PREMIUM: The amount at which a bond or note is bought or sold above its par value or face value without including accrued interest.

BUDGET: A plan of financial operation comprised of estimated expenditures for a given period (usually a single fiscal year) and the proposed means of financing the expenditures (through revenues).

BUDGET MESSAGE: A written discussion of the budget presented by the Executive Director to the Board of Directors and/or the Executive Committee.

CAPITAL ASSETS: Equipment costing \$5,000 or more, including tax, with a useful life longer than one year, and not qualifying as a capital improvement project. Includes automotive equipment, office equipment, office furniture, acquisitions, landscaping improvements, etc.

CAPITAL OUTLAY BUDGET: A budget which focuses on capital projects (e.g., transmission/receiver or radio sites); includes capital assets with a value per item of \$5,000 or more, with a useful life longer than one year.

CONTRACTED SERVICES: Services rendered in support of the Authority's operations and activities by external parties. These may be based upon either formal contracts or ad hoc charges.

DEPARTMENT: A major organizational group of the Authority with overall management responsibility for an operation or a group of related operations within a functional area.

ENCUMBRANCE: The commitment of appropriated funds to purchase goods, which have not yet been received, or services which have yet to be rendered

ENTERPRISE FUND: The fund used to account for any activity for which a fee is charged to external users of goods and services.

EXPENDITURES: Decreases in net financial resources. Expenditures include current operating expenses which require the current or future use of net current assets, debt service, and capital outlays.

EXPENSES: Decreases in net total assets. Expenses represent the total cost of operations during a period regardless of the timing of related expenditures.

FISCAL AGENT: Also known as the Paying Agent, the bank, designated by the issuer, to pay interest and principal to the bondholder.

FISCAL YEAR: A 12-month period to which the annual operating budget applies and at the end of which a government determines its financial position, the results of its operations, and adopts a budget for the coming year. The Authority's fiscal year is from July 1 to June 30.

FUND: An independent fiscal and accounting entity with a self-balancing set of accounts, recording resources, related liabilities, obligations, reserves, and equities segregated for the purpose of carrying out specific activities or attaining certain objectives in accordance with specific regulations, restrictions, or limitations.

FUND BALANCE: The equity (assets minus liabilities) of governmental fund and fiduciary fund types. However, for budgeting purposes, a working capital definition of current assets minus current liabilities is used for the computation.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES (GAAP): Uniform minimum standards of and guidelines for financial accounting and reporting. They govern the form and content of the basic financial statements of an entity. GAAP encompasses the conventions, rules, and procedures necessary to define accepted accounting practices at a particular time. They include not only broad guidelines of general application, but also detailed practices and procedures. GAAP provides a standard by which to measure financial presentations.

INVESTMENT GRADE: Bond issues by the three major bond rating agencies, Moody's, Standard & Poor's, and Fitch, rated BBB, Baa or better. Many fiduciaries, trustees, and some mutual fund managers can only invest in securities with an investment grade rating.

ISSUER: A state or local unit of government that borrows money through the sale of bonds and/or notes.

JOINT POWERS AUTHORITY (JPA): The formation of two or more public entities with common powers to consolidate their forces to acquire or construct a joint-use facility. Their bonding authority and taxing ability are the same as their powers as separate units.

LETTER OF CREDIT: A form of supplement or, in some cases, direct security for a municipal bond under which a commercial bank or private corporation guarantees payment on the bond under certain specified conditions.

OBJECTIVE: A simply stated, readily measurable statement of aim or expected accomplishment within the fiscal year. A good statement of objective should imply a specific standard of performance for a given program.

OBJECT CODE: The classification of expenditures in terms of what is bought and paid for grouped into major object codes by subject.

OPERATING BUDGET: A budget which focuses on everyday operating activities and programs. Usually includes personnel, maintenance and operations, and capital equipment.

PERSONNEL EXPENSES: Compensation paid to or on behalf of Authority employees for salaries and wages, overtime and benefits.

PRELIMINARY BUDGET: The proposed budget as formulated by the Executive Director. It is submitted to the Executive Committee for review and approval before submission to the Board of Directors.

PREMIUM: The amount, if any, by which the price exceeds the principal amount (par value) of a bond. Its current yield will be less than its coupon rate.

RECOMMENDED BUDGET: The budget submitted to the Board of Directors for review and approval after review by the Executive Committee.

REFUNDING BOND: The issuance of a new bond for the purpose of retiring an already outstanding bond issue.

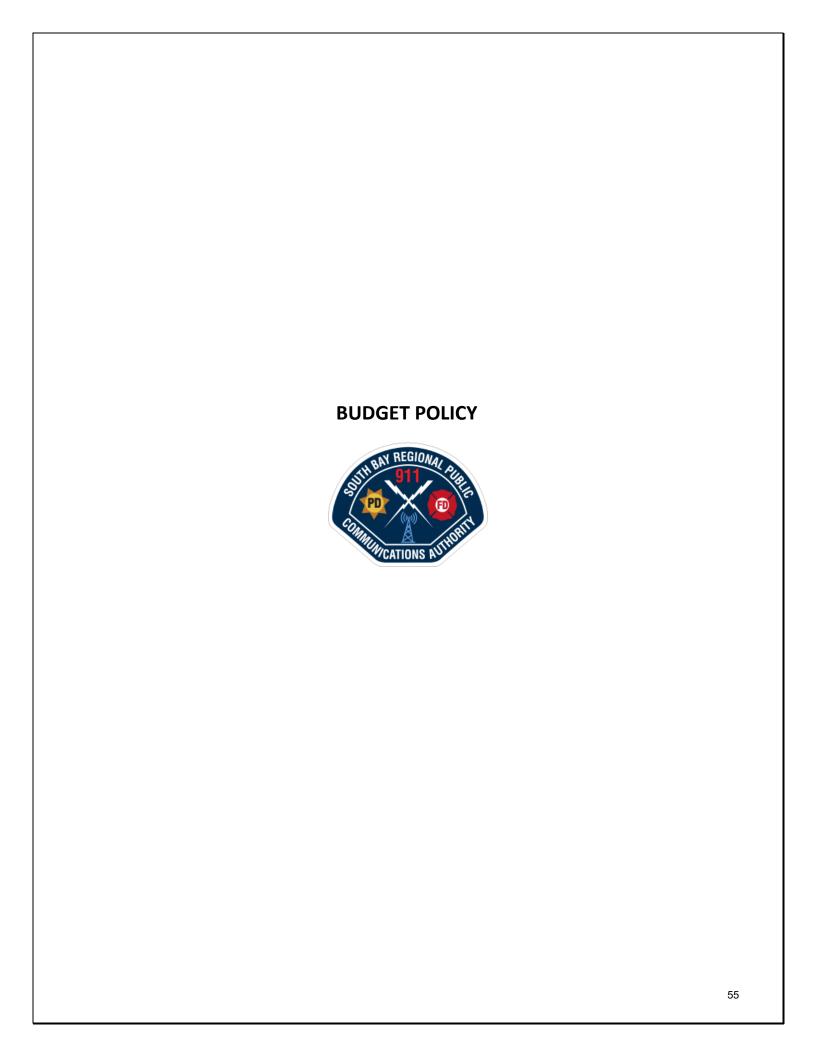
RETAINED EARNINGS: An equity account reflecting the accumulated earnings of Proprietary Fund types. For budgeting purposes, the working capital definition of fund balance is used.

REVENUE: Moneys that the City receives as income such as tax payments, fees from specific services, receipts from other governments, fines, forfeitures, grants, shared revenues, and interest income.

REVENUE BOND: A municipal bond whose debt service is payable solely from the revenues received from operating the facilities acquired or constructed with the proceeds of the bonds.

TRUSTEE: A bank designated as the custodian of funds and official representative of bondholders. Appointed to ensure compliance with trust indenture.

USER CHARGES: Payments made by users or customers of publicly-provided services that benefit specific individuals. These services exhibit "public good" characteristics. Examples of user charges are fees paid for recreational activities, building fees, police fees, etc. For the Authority, the user charges are in the form of assessments to the members; billings to customers for equipment installation, repairs, and maintenance.



## **RESOLUTION NO. 344**

## RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING A BUDGETARY POLICY

WHEREAS, Article IV (E & F) of the Bylaws of the South Bay Regional Public Communications Authority (Authority) authorizes the Board of Directors to establish an annual budget for the Authority and to exercise any other power to implement the annual budget; and

**WHEREAS**, Article IV (D) of the Bylaws of the Authority has appointed the Executive Committee to be responsible for the day-to-day management and control of the operations of the Authority; and

WHEREAS, the Authority recognizes the need to establish a budgetary policy to assure efficient and effective management of the funds entrusted to the Authority by its Members; and

WHEREAS, the Executive Director of the Authority shall be authorized to commit and expend the budgeted funds to carry out the mission of the Authority; and

**WHEREAS**, this Resolution is intended to repeal any previous Resolution establishing a budgetary policy that was adopted by the Board of Directors or by the Executive Committee.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors hereby adopts the following budgetary policy:

## SECTION 1: DEFINITIONS/SCOPE OF THE BUDGET

- Fiscal Period: The year beginning July 1 and ending June 30
- Budgeted Funds: Fund 10/SBRPCA Enterprise Fund and Fund 20/Grant Fund
- Budget Components: Operating Budget; Capital Improvement Projects
- Budget Categories: Salaries & Benefits; Supplies & Services; Capital Outlay
- Object Codes: Line accounts such as Salaries; Overtime; Office Supplies; Legal Services; etc.
- Departments: Administration, Operations, Technical Services

## **SECTION 2: POLICY**

- A. The Executive Director shall prepare a preliminary operating and capital outlay budget and present it to the Executive Committee at the Committee's regularly scheduled meeting in February of each year.
- B. The preliminary budget shall include an estimated amount that each Member City will be charged to support the budget appropriation during the coming fiscal year.
- C. The preliminary budget will also include a 10% Operational and Capital Reserve for operating and/or capital expense contingencies. The initial starting point for these reserves will be the combined Operating Reserve and Equipment Replacement Fund amounts detailed in the adopted Fiscal Year 2018/2019 budget.
- D. In circumstances where reserves have been appropriated by the Board of Directors, the budget will include a plan to replenish the reserves to this prescribed level within three (3) years.
- E. After the Executive Committee has reviewed and approved the preliminary budget, this recommended budget shall be submitted to the Board of Directors at the Board's regularly scheduled meeting in March of each year.
- F. The Board of Directors shall adopt the budget in March of each year according to the Authority's Bylaws.

## SECTION 3: LEGAL LEVEL OF BUDGETARY CONTROL

A. The legal level of budgetary control for management purposes is set by the Board of Directors at the fund level

## **SECTION 4: BUDGET AMENDMENTS**

- A. The Executive Director may execute operating budget transfers between object codes within the budget categories and between departments provided that such transfers do not result in an increase to the overall budget.
- B. Changes to the capital improvement projects budget will require pre-approval by the Board of Directors.
- C. Budget amendments that are between budget categories or increase the total amount of the budget will require pre-approval by the Board of Directors.
- Appropriations from the Reserve will require pre-approval by the Board of Directors.
- E. Unencumbered appropriations lapse at year-end. Any carryover appropriations will require approval by the Board of Directors.

## **SECTION 5 - FINANCIAL REPORTING**

- A. The Executive Director shall present a quarterly budget performance report to the Executive Committee.
- B. The Executive Director shall present a mid-year budget report to the Board of Directors at the Board's meeting in January of each year.
- C. The Executive Director shall present fiscal year-end audited financial statements to the Executive Committee at the Committee's regularly scheduled meeting in February of each year or sooner.

## SECTION 6 - EXCESS FUNDS

- A. Based on the fiscal year-end audited financial statements, the unreserved Fund 10 Enterprise Fund balance shall be eligible to be remitted to each member in proportion to each member's ownership share in the Authority, in accordance with its Bylaws.
- B. The actual amount to be remitted shall be determined by the Board of Directors.
- C. Following each year there is a budgetary surplus, surplus funds will be used towards an Additional Discretionary Payment to the CalPERS pension Unfunded Actuarial Liability until the plan reaches and maintains a 90% funded ratio. In the event no budgetary surplus exists in a given fiscal year, or it is insufficient, unreserved available balance will be used to make the Additional Discretionary Payment. The appropriation must be approved by the Board of Directors.
- D. Following each year there is a budgetary surplus, surplus funds will be used towards an Actuarially Determined Net Trust Contribution to the Authority's Section 115 Trust for Other Post-Employment Benefits for a period of 20 years or until the trust is fully funded, whichever occurs first. In the event no budgetary surplus exists in a given fiscal year, or it is insufficient, unreserved available balance will be used to make the Actuarially Determined Net Trust Contribution. The appropriation must be approved by the Board of Directors.

**BE IT FURTHER RESOLVED,** that any previous Resolution establishing a budgetary policy that was adopted by the Board of Directors or by the Executive Committee is hereby repealed.

The secretary shall certify to the adoption of this Resolution by the Board of Directors of the South Bay Regional Public Communications Authority.

Passed, approved, and adopted in a meeting held on the  $15^{\rm th}$  day of March, 2022 by the following vote:

Ayes: Stern, Tanaka, Monteiro

Noes:

Absent:

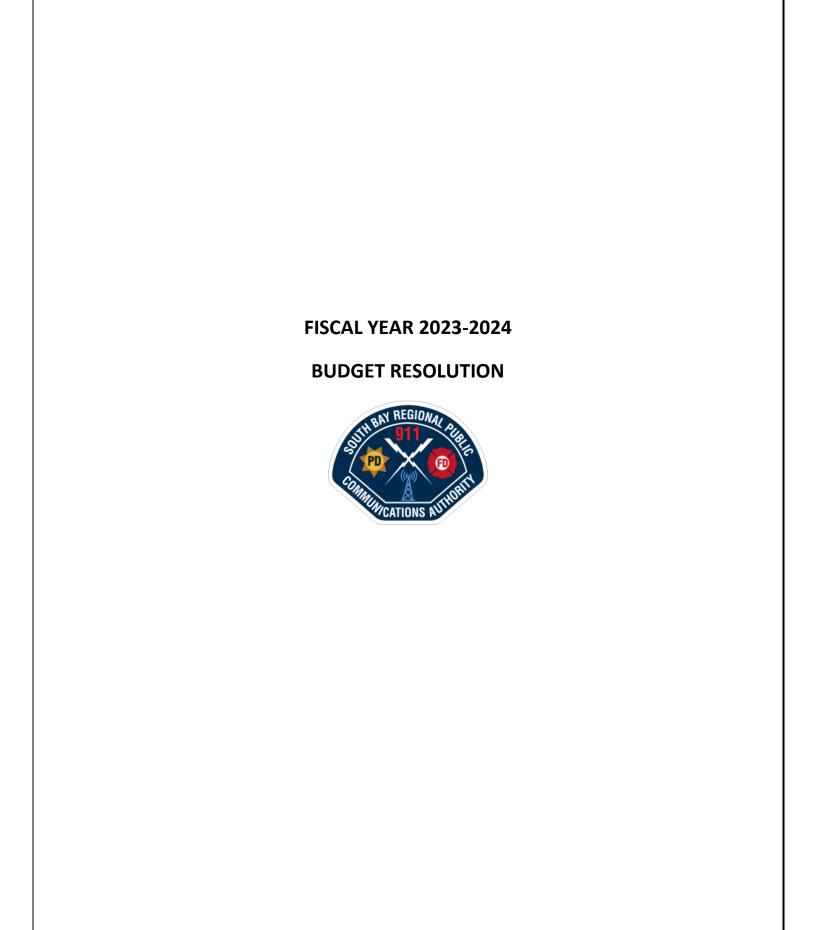
Abstain:

-DocuSigned by:

alex Monteiro

Alex Monteiro, Councilmember Chairman, Board of Directors DocuSigned by:

M. Ross Klun, Executive Director Secretary, Board of Directors



RESOLUTION NO.
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A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ADOPTING THE BUDGET FOR FISCAL YEAR 2023-2024

**WHEREAS**, the South Bay Regional Public Communications Authority has been established for the purpose of implementing, operating, and maintaining a consolidated regional public safety services communications system for the mutual benefit of its membership;

WHEREAS, funds are required of the Member Agencies to support such operations;

**WHEREAS,** in a public session, on March 21, 2023, the Board of Directors examined and adopted the budget for Fiscal Year 2023-2024 as outlined below;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of said Authority has adopted a budget in the amount of \$13,515,933 for the period of July 1, 2023 through June 30, 2024 in accordance with the following allocations:

Technical Services Division	2,077,629
Capital Outlay  Total Budget	200,000 <b>\$13,518,929</b>

**BE IT FURTHER RESOLVED** that the Finance & Performance Audit Manager of the Authority is authorized to issue assessments and quarterly billings for Technical Services Workload Support charges to the Member Cities in accordance with the terms, conditions, and formulas contained in Article X of the Authority Bylaws, and as shown on page 25 of the budget.

**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 21st day of March 2023, by the following vote:

Absent: Abstain:		
 Rodney Tanaka, Councilmember	Ross Klun, Executive Director	
Chairman, Board of Directors	Secretary, Board of Directors	

## F-2



## Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** February 21, 2023

**ITEM NUMBER:** F-2

TO: Executive Committee

**FROM:** M. Ross Klun, Executive Director

**SUBJECT:** Policy on Travel and Attendance at Conferences and Meetings

**ATTACHMENTS:** 1. Resolution 250

2. Redlined Policy on Travel and Attendance at Conferences and

Meetings

3. Resolution No. XX

## **RECOMMENDATION**

Staff recommends the Executive Committee recommend the Board of Directors adopt a resolution amending the policy for Travel and Attendance at Conferences and Meetings, which would supersede the previous policy adopted through Resolution No. 250.

## **BACKGROUND**

On April 18, 2006, the Executive Committee adopted Resolution No. 250 establishing a policy for Travel and Attendance at Conferences and Meetings.

## **DISCUSSION**

As part of ongoing efforts to ensure the Authority's policies are current and practices are effective, staff reviewed the current policy for Travel and Attendance at Conferences and Meetings established under Resolution No. 250. After review, staff recommends the following:

- The definition for Local Travel reduced from 60 miles to 30 miles
- The definition for Non-local Travel changed from more than 60 miles and one overnight stay to more than 30 miles or an overnight stay
- Prior approval for the Executive Director's travel expenses comes from the Chair

of the Executive Committee rather than the Executive Committee itself

- P-cards are encouraged as the preferred means of purchasing
- Match private vehicle insurance requirements, for travel on behalf of the Authority, to the Authority's current requirements
- Link the meal reimbursement rates to current government rates
- Eliminate the petty cash post-travel reimbursement option
- Add a withholding tax notice for post-travel reimbursement

These changes more closely align the Authority's policy on Travel and Attendance at Conferences and Meetings with that of its member cities. Additionally, staff believes that the adoption of this amended policy will increase the efficiency of the organization. Lastly, after consultation with legal counsel, staff recommends the revised policy should be adopted by the Board of Directors as required by the Authority's Bylaws.

If recommended, the policy will be presented to the Board of Directors in an upcoming meeting for consideration.

## **FISCAL IMPACT**

None.

# F-2 Attachment 1

## **RESOLUTION NO. 250**

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY, A JOINT POWERS AGENCY COMPRISED OF THE CITIES OF GARDENA, HAWTHORNE, AND MANHATTAN BEACH, ADOPTING A WRITTEN POLICY REGARDING REIMBURSEMENT OF EXPENSES FOR TRAVEL, MEALS & LODGING INCURRED AT ATTENDANCE AT CONFERENCES AND MEETINGS

WHEREAS, Article VI of the Authority's Bylaws grants the Executive Committee full control and management of the affairs of the Authority, and also establishes the Executive Committee as the administrative governing body of the Authority with plenary powers to take all actions necessary and appropriate to accomplish the general purposes of the Authority; and

WHEREAS, the Executive Committee seeks to adopt a written policy regarding reimbursement of its officials and employees for expenses for travel, meals & lodging incurred at attendance at conferences and meetings solely attributable to the business of the Authority;

NOW, THEREFORE, BE IT RESOLVED that the Executive Committee of the South Bay Regional Public Communications Authority hereby adopts the following Policy:



## South Bay Regional Public Communications Authority Policy and Procedure

TO:

**Executive Committee** 

FROM:

Ralph Mailloux

DATE:

April 18, 2006

SUBJECT:

Travel and Attendance at Conferences and Meetings

PURPOSE:

To provide direction regarding travel and attendance at conferences and

meetings and provide guidelines for being reimbursed for travel.

## **POLICY GUIDELINES**

## A. GENERAL

Travel and attendance at conferences and meetings is limited to situations in which the SBRPCA receives a clear benefit from attendance by staff members. Examples of such benefit include the exchange of ideas, keeping up-to-date with new laws and practices in their field, enhancing their abilities to improve service, and other similar situations deemed appropriate by the Executive Director.

## **B. DEFINITIONS**

- 1. Local Travel is official travel within 60 miles from the SBRPCA facility...
- 2. <u>Non-Local Travel</u> is official travel involving more than 60 miles distance from the SBRPCA facility and at least one over-night absence from the SBRPCA facility.
- Meeting is a breakfast/lunch/dinner meeting, seminar, workshop, and training program
  where the employee is away from work one day or less and overnight accommodations
  are not required.
- 4. <u>Conference</u> is a seminar, workshop, and training program where the employee is away from work for more than one day.
- Mileage is the reimbursable expense incurred through the use of a private vehicle on official SBRPCA business as outlined within this policy. The mileage basis for calculating reimbursements shall be the distance between the SBRPCA facility and the

destination, or the distance between the traveler's home and the destination, whichever is less. The rate used to calculate reimbursement is the SBRPCA's rate as outlined in the requesting employee's MOU or the lowest rate provided in Authority's MOUs with its employees, in the case of the Board of Directors, Executive Committee, User Committee/Task Force and Executive Director.

## C. PROVISIONS

- Prior approval of the Executive Director shall be obtained for all local or non-local travel.
   The Executive Director shall not incur any travel expenses without prior approval of the Executive Committee.
- 2. The SBRPCA will advance money prior to travel and reimburse claims after travel for reasonable expenses incurred while traveling or performing other SBRPCA business within the guidelines of this policy. Employees are expected to use good judgment in the use of SBRPCA funds while on official business and to always seek the most economical method available in order to minimize costs. Examples of personal expenses that the SBRPCA will not reimburse include, but are not limited to:
  - a. The personal portion of travel;
  - b. Political or charitable contributions or events;
  - c. Family expenses, including spouse or companion's expenses when accompanying an employee on official business, as well as children or pet related expenses.
  - d. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
  - e. Certain personal automobile expenses, including repairs, parking/traffic citations, gasoline (including gasoline taxes), oil, vehicle registration fees and insurance;
  - f. Personal losses incurred while on SBRPCA business;
  - a. Meal costs in excess of the per diem granted; and,
  - h. Any costs associated with the purchase or consumption of alcoholic beverages.
- 3. Personal travel (i.e., vacations, extended weekends, travel with spouse, companion and/or family, etc.) combined with business travel is permitted. Any costs associated with the personal portion of travel are not reimbursable. If the personal travel results in a higher airfare or additional expense to the SBRPCA for the business related travel, the traveler will reimburse the SBRPCA for the actual additional costs. Under no circumstances will the SBRPCA reimburse a traveler for additional expenses incurred as the result of the simultaneous travel of a spouse, companion, family or fellow employee not required to attend.
- 4. This policy shall apply to any person who is a full-time employee, part-time employee or contract employee with the Authority or vendor conducting work as required on behalf of the Authority. Additionally, this policy shall apply to members of the Authority's Board of Directors, Executive Committee, User Committee, Police Task Force and Fire Task Force.

## D. ADVANCES AND PAYMENT AMOUNTS

- Advance Payments: The preferred method of payment for registration, transportation, and lodging expenses is in advance of travel through the bi-weekly check request process. However, the SBRPCA credit card may be used in advance of travel with the consent of the Executive Director.
- 2. <u>Registration</u>: The request for payment of registration fees shall be made far enough in advance to receive early or discounted rates, if offered or made available.
- 3. Transportation: The normal mode of transportation for local travel will be by automobile, either private or SBRPCA owned. Employees are encouraged to carpool or take public transportation whenever feasible to reduce pollution and to eliminate duplication of mileage reimbursements whenever applicable. All non-local travel will be via the most economical and time-efficient mode. Allowance for air travel will be round trip coach fare to the City specified with reservations made at least 30 days in advance of the flight whenever possible to obtain any special reduced flight fares. If a personal vehicle is used, mileage reimbursement will be made at the SBRPCA's rate as outlined in the employee's MOU [and Section B(5) of this Policy above] up to a maximum of the lowest available airfare (a comparison must be provided). In addition, any mode of transportation used other than air or personal vehicle, i.e., train, ship, etc., must be approved in advance of travel by the Executive Director and will be reimbursed to a maximum of the lowest available airfare (a comparison must be provided). Individuals who seek mileage reimbursement for travel on behalf of the Authority in their private automobile must, in advance of travel therein, provide proof of automobile liability coverage for no less than \$300,000 combined single-limit for bodily injury and property damage.
- 4. <u>Lodging</u>: The request for payment for lodging shall be made with the hotel hosting the event or where the sponsor recommends a preferred or discounted hotel. For other events or where lodging recommendations are not specified, please request the government rate and inquire into having the Transient Occupancy Tax (TOT) waived as many cities allow hotels to waive this as a courtesy to local government agencies.
- 5. Ground Transportation: Reasonable ground transportation expenses (taxi, bus or shuttle) between the employee traveler's home and airport and between the airport and business meeting site shall be allowed provided receipts accompany the post-travel expense report. Rental cars may be considered on a case-by-case basis and require approval of the Executive Director prior to traveling. The vehicle type will be limited as per the instruction of the Executive Director.
- 6. Meals: Meal allowance when on travel status (i.e., non-local travel) is \$30 per day broken down as follows: Breakfast \$5; Lunch \$10; and, Dinner \$15. Employee travelers shall receive a reduced per diem if one or more meals are included in the conference cost or are otherwise covered. Receipts for meals are not required. If the traveler wishes to spend an amount in excess of the per diem granted, that expense is not reimbursable.

## E. POST-TRAVEL EXPENSE REIMBURSEMENT & REPORTS

- Reimbursement for local travel with a total cost of \$50 or less may be paid by the Operations Manager from petty cash. An Employee Expense Reimbursement Request Form with supporting documentation and required approval shall be submitted.
- Post-travel expense reimbursement requests for both local and non-local travel shall be submitted within 30 days after completion of travel on an Employee Expense Reimbursement Request Form with supporting documentation and required approval for payment through the bi-weekly check request process.
- 3. All Employee Expense Reimbursement request Forms and supporting documents submitted to the Authority shall be maintained on file by the Authority for a period of at least five (5) years, and such documents are public records subject to disclosure under the California Public Records Act (Govt. Code Sect. 6250 et. seq.).
- 4. Any member of the Board of Directors, Executive Committee, User Committee/Task Force who attends any meetings or conferences at the expense of the Authority and reimbursable under this policy, shall provide a brief report of such meeting or conference at the next regular meeting of the Board, Committee or Task Force.
- 5. If the authority provides any travel expense reimbursement under this policy to any member of the Board of Directors, Executive Committee, User Committee/Task Force, all members of the Board of Directors, Executive Committee, User Committee/Task Force and officers/employees designated by the Executive Committee shall receive at least two (2) hours of training in general ethics laws relevant to their public service every two years. The training course may include self-study materials with tests and may be taken at home, in-person or on-line. The Authority shall maintain on file for a period of at least five (5) years records indicating the successful completion of ethics training by its officials and employees, and such documents are public records subject to disclosure under the California Public Records Act (Govt. Code Sect. 6250 et. seq.).

WE HEREBY CERTIFY that the foregoing is a true copy of the Resolution adopted by the Executive Committee of the South Bay Regional Public Communications Authority in a meeting thereof held on the 18th day of April 2006, by the following vote:

AYES:

Dolan, Lansdell, Prentice.

NOES:

None.

ABSENT:

None.

Geoff Dølan

Chairman, Executive Committee

Ralph Mailloux

Secretary, Executive Committee

# F-2 Attachment 2



## South Bay Regional Public Communications Authority Policy and Procedure

TO: Board of Directors.

FROM: M. Ross Klun, Executive Director,

DATE: March 21, 2023,

SUBJECT: Travel and Attendance at Conferences and Meetings

PURPOSE: To provide direction regarding travel and attendance at conferences and

meetings and provide guidelines for being reimbursed for travel.

## **POLICY GUIDELINES**

### A. GENERAL

Travel and attendance at conferences and meetings is limited to situations in which the SBRPCA receives a clear benefit from attendance by staff members. Examples of such benefit include the exchange of ideas, keeping up-to-date with new laws and practices in their field, enhancing their abilities to improve service, and other similar situations deemed appropriate by the Executive Director.

### **B. DEFINITIONS**

- 1. <u>Local Travel</u> is official travel within <u>30</u> miles from the SBRPCA facility.
- Non-Local Travel is official travel involving more than 30 miles distance from the SBRPCA facility or at least one over-night absence from the SBRPCA facility. It is the Executive Director's discretion to determine whether hotel stay is required as long as reasonable justification can be provided.
- 3. <u>Meeting</u> is a breakfast/lunch/dinner meeting, seminar, workshop, and training program where the employee is away from work one day or less and overnight accommodations are not required.
- 4. <u>Conference</u> is a seminar, workshop, and training program where the employee is away from work for more than one day.

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5. Mileage is the reimbursable expense incurred through the use of a private vehicle on official SBRPCA business as outlined within this policy. The mileage basis for calculating reimbursements shall be the distance between the SBRPCA facility and the destination, or the distance between the traveler's home and the destination, whichever is less. The rate used to calculate reimbursement is the SBRPCA's rate as outlined in the requesting employee's MOU or the lowest rate provided in Authority's MOUs with its employees, in the case of the Board of Directors, Executive Committee, User Committee/Task Force and Executive Director.

## C. PROVISIONS

- Prior approval of the Executive Director shall be obtained for all local or non-local travel. The
   Executive Director shall not incur any travel expenses without prior approval of the <a href="Chair of the Executive">Chair of the Executive</a> Committee.
- 2. The SBRPCA will advance money prior to travel and reimburse claims after travel for reasonable expenses incurred while traveling or performing other SBRPCA business within the guidelines of this policy. Employees are expected to use good judgment in the use of SBRPCA funds while on official business and to always seek the most economical method available in order to minimize costs. Examples of personal expenses that the SBRPCA will not reimburse include, but are not limited to:
  - a. The personal portion of travel;
  - b. Political or charitable contributions or events;
  - c. Family expenses, including spouse or companion's expenses when accompanying an employee on official business, as well as children or pet related expenses.
  - d. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
  - e. Certain personal automobile expenses, including repairs, parking/traffic citations, gasoline (including gasoline taxes), oil, vehicle registration fees and insurance;
  - f. Personal losses incurred while on SBRPCA business;
  - g. Meal costs in excess of the per diem granted; and,
  - h. Any costs associated with the purchase or consumption of alcoholic beverages.
- 3. Personal travel (e.g., vacations, extended weekends, travel with spouse, companion and/or family, etc.) combined with business travel is permitted. Any costs associated with the personal portion of travel are not reimbursable. If the personal travel results in a higher airfare or additional expense to the SBRPCA for the business-related travel, the traveler will reimburse the SBRPCA for the actual additional costs. Under no circumstances will the SBRPCA reimburse a traveler for additional expenses incurred as the result of the simultaneous travel of a spouse, companion, family member or fellow employee not required to attend.
- 4. This policy shall apply to any person who is a full-time employee, part-time employee or contract employee with the Authority or vendor conducting work as required on behalf of the Authority. Additionally, this policy shall apply to members of the Authority's Board of Directors, Executive Committee, User Committee, Police Task Force and Fire Task Force.

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### D. ADVANCES AND PAYMENT AMOUNTS

- Advance Payments: The preferred method of payment for registration, transportation, and lodging expenses is in advance of travel through the use of the employee Purchasing Cards (P-cards). If the employees do not have P-cards, managers or other staff with assigned P-cards, should use theirs to pay for the registration, transportation, and other lodging expenses. If neither are available, employees pay for all expenses with their personal credit cards and request reimbursement through the post-travel process.
- 2. <u>Registration: Payment of registration fees whenever possible</u> shall be made far enough in advance to receive early or discounted rates, if offered or made available.
- 3. Transportation: The normal mode of transportation for local travel will be by automobile, either private or SBRPCA owned. Employees are encouraged to carpool or take public transportation whenever feasible to reduce pollution and to eliminate duplication of mileage reimbursements whenever applicable. All non-local travel will be via the most economical and time-efficient mode. Allowance for air travel will be round trip coach fare to the City specified with reservations made at least 30 days in advance of the flight whenever possible to obtain any special reduced flight fares. If a personal vehicle is used, mileage reimbursement will be made at the SBRPCA's rate as outlined in the employee's MOU [and Section B(5) of this Policy above] up to a maximum of the lowest available airfare (a comparison must be provided). In addition, any mode of transportation used other than air or personal vehicle, e.g., train, ship, etc., must be approved in advance of travel by the Executive Director and will be reimbursed to a maximum of the lowest available airfare (a comparison must be provided). Individuals who seek mileage reimbursement for travel on behalf of the Authority in their private automobile must, in advance of travel therein, provide proof of automobile liability coverage for the minimum limits required by SBRPCA (see the Administrative Services Manager for the minimum limit).
- 4. <u>Lodging:</u> The request for payment for lodging shall be made with the hotel hosting the event or where the sponsor recommends a preferred or discounted hotel. For other events or where lodging recommendations are not specified, request the government rate and inquire into having the Transient Occupancy Tax (TOT) waived as many cities allow hotels to waive this as a courtesy to local government agencies.
- 5. <u>Ground Transportation:</u> Reasonable ground transportation expenses (taxi, <u>ridesharing services</u>, bus or shuttle) between the employee traveler's home and airport and between the airport and business meeting site shall be allowed provided receipts accompany the post-travel expense report. Rental cars may be considered on a case-by-case basis and require approval of the Executive Director prior to traveling. The vehicle type will be limited as per the instruction of the Executive Director.
- 6. Meals: Meals are reimbursed in the form of per diem allowance only when on non-local travel. The reimbursement rates are on the General Service Administration (GSA) https://www.gsa.gov/travel/plan-book/per-diem-rates website for breakfast, lunch, and dinner per diem rates, based on the destination city and state (or ZIP code). If meals are otherwise provided (by the hotel, conference, business associates, etc.), then the employee is not eligible for per diem for those respective meals. It is the responsibility of the traveler to ensure that all meals are correctly accounted for. Receipts for meals are not required. If the traveler wishes to

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spend an amount in excess of the per diem granted, that expense is not reimbursable.

## E. POST-TRAVEL EXPENSE REIMBURSEMENT & REPORTS

- Post-travel expense reimbursement requests for both local and non-local travel shall be submitted within 60 days after completion of travel on an Employee Expense Reimbursement Request Form with supporting documentation and required approval for payment through the bi-weekly check request process. Failure to submit the reports within 60 days will result in the reimbursement being subject to withholding tax according to the Internal Revenue Code, Section Treasury § 1.62-2(g) & § 1.62-2(j)
- All Employee Expense Reimbursement Request Forms and supporting documents submitted to the Authority shall be maintained on file by the Authority for a period of at least five (5) years, and such documents are public records subject to disclosure under the California Public Records Act (Govt. Code Sect. 6250 et. seq.).
- Any member of the Board of Directors, Executive Committee, User Committee/Task Force who
  attends any meetings or conferences at the expense of the Authority and reimbursable under
  this policy, shall provide a brief report of such meeting or conference at the next regular
  meeting of the Board, Committee or Task Force.
- 4. If the Authority provides any travel expense reimbursement under this policy to any member of the Board of Directors, Executive Committee, User Committee/Task Force, all members of the Board of Directors, Executive Committee, User Committee/Task Force and officers/employees designated by the Executive Committee shall receive at least two (2) hours of training in general ethics laws relevant to their public service every two years. The training course may include self-study materials with tests and may be taken at home, in-person or on-line. The Authority shall maintain on file for a period of at least five (5) years records indicating the successful completion of ethics training by its officials and employees, and such documents are public records subject to disclosure under the California Public Records Act (Govt. Code Sect. 6250 et. seq.).

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# F-2 Attachment 3

RESOI	UTION	NO	
KESUL		NO.	

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ADOPTING AN AMENDED POLICY ON TRAVEL AND ATTENDANCE AT CONFERENCES AND MEETINGS

WHEREAS, Article IV, Section G of the South Bay Regional Public Communications Authority's Bylaws states that the Board of Directors shall make all policy decisions and determinations for the Authority.

WHEREAS, the Board of Directors desires to amend the policy that was previously adopted pursuant to Resolution No. 250 regarding reimbursement of expenses for travel, meals, and lodging incurred at attendance at conferences and meetings.

WHEREAS, the Board of Directors desires that the amended policy attached hereto as Exhibit A be the effective policy regarding travel and attendance at conferences and meetings starting March 21, 2023;

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

SECTION 1. The Board of Directors adopts the amended Policy on Travel and Attendance at Conferences and Meetings attached hereto as Exhibit A.

SECTION 2. The amended Policy on Travel and Attendance at Conferences and Meetings attached hereto as Exhibit A becomes the effective Policy on March 21, 2023 and, at that time, supersedes any previous versions of the policy regarding travel and attendance at conferences and meetings, including the policy that was adopted pursuant to Resolution No. 250.

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 21st day of March, 2023, by the following vote.

AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
Rodney G. Tanaka, Chair	M. Ross Klun, Secretary	
Board of Directors	Board of Directors	

## **Exhibit A**

## **POLICY GUIDELINES**

### A. GENERAL

Travel and attendance at conferences and meetings is limited to situations in which the SBRPCA receives a clear benefit from attendance by staff members. Examples of such benefit include the exchange of ideas, keeping up-to-date with new laws and practices in their field, enhancing their abilities to improve service, and other similar situations deemed appropriate by the Executive Director.

## **B. DEFINITIONS**

- 1. Local Travel is official travel within 30 miles from the SBRPCA facility.
- Non-Local Travel is official travel involving more than 30 miles distance from the SBRPCA facility
  or at least one over-night absence from the SBRPCA facility. It is the Executive Director's
  discretion to determine whether hotel stay is required as long as reasonable justification can be
  provided.
- 3. <u>Meeting</u> is a breakfast/lunch/dinner meeting, seminar, workshop, and training program where the employee is away from work one day or less and overnight accommodations are not required.
- 4. <u>Conference</u> is a seminar, workshop, and training program where the employee is away from work for more than one day.
- 5. <u>Mileage</u> is the reimbursable expense incurred through the use of a private vehicle on official SBRPCA business as outlined within this policy. The mileage basis for calculating reimbursements shall be the distance between the SBRPCA facility and the destination, or the distance between the traveler's home and the destination, whichever is less. The rate used to calculate reimbursement is the SBRPCA's rate as outlined in the requesting employee's MOU or the lowest rate provided in Authority's MOUs with its employees, in the case of the Board of Directors, Executive Committee, User Committee/Task Force and Executive Director.

## C. PROVISIONS

- 1. Prior approval of the Executive Director shall be obtained for all local or non-local travel. The Executive Director shall not incur any travel expenses without prior approval of the Chair of the Executive Committee.
- 2. The SBRPCA will advance money prior to travel and reimburse claims after travel for reasonable expenses incurred while traveling or performing other SBRPCA business within the guidelines of this policy. Employees are expected to use good judgment in the use of SBRPCA funds while on official business and to always seek the most economical method available in order to minimize costs. Examples of personal expenses that the SBRPCA will not reimburse include, but are not limited to:

- a. The personal portion of travel;
- b. Political or charitable contributions or events;
- c. Family expenses, including spouse or companion's expenses when accompanying an employee on official business, as well as children or pet related expenses.
- d. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
- e. Certain personal automobile expenses, including repairs, parking/traffic citations, gasoline (including gasoline taxes), oil, vehicle registration fees and insurance;
- f. Personal losses incurred while on SBRPCA business;
- g. Meal costs in excess of the per diem granted; and,
- h. Any costs associated with the purchase or consumption of alcoholic beverages.
- 3. Personal travel (e.g., vacations, extended weekends, travel with spouse, companion and/or family, etc.) combined with business travel is permitted. Any costs associated with the personal portion of travel are not reimbursable. If the personal travel results in a higher airfare or additional expense to the SBRPCA for the business-related travel, the traveler will reimburse the SBRPCA for the actual additional costs. Under no circumstances will the SBRPCA reimburse a traveler for additional expenses incurred as the result of the simultaneous travel of a spouse, companion, family member or fellow employee not required to attend.
- 4. This policy shall apply to any person who is a full-time employee, part-time employee or contract employee with the Authority or vendor conducting work as required on behalf of the Authority. Additionally, this policy shall apply to members of the Authority's Board of Directors, Executive Committee, User Committee, Police Task Force and Fire Task Force.

## D. ADVANCES AND PAYMENT AMOUNTS

- 1. Advance Payments: The preferred method of payment for registration, transportation, and lodging expenses is in advance of travel through the use of the employee Purchasing Cards (P-cards). If the employees do not have P-cards, managers or other staff with assigned P-cards, should use theirs to pay for the registration, transportation, and other lodging expenses. If neither are available, employees pay for all expenses with their personal credit cards and request reimbursement through the post-travel process.
- 2. <u>Registration:</u> Payment of registration fees whenever possible shall be made far enough in advance to receive early or discounted rates, if offered or made available.
- 3. <u>Transportation:</u> The normal mode of transportation for local travel will be by automobile, either private or SBRPCA owned. Employees are encouraged to carpool or take public transportation whenever feasible to reduce pollution and to eliminate duplication of mileage reimbursements whenever applicable. All non-local travel will be via the most economical and time-efficient mode. Allowance for air travel will be round trip coach fare to the City specified with reservations made at least 30 days in advance of the flight whenever possible to obtain any special reduced flight fares. If a personal vehicle is used, mileage reimbursement will be made at the SBRPCA's rate as outlined in the employee's MOU [and Section B(5) of this Policy above] up

to a maximum of the lowest available airfare (a comparison must be provided). In addition, any mode of transportation used other than air or personal vehicle, e.g., train, ship, etc., must be approved in advance of travel by the Executive Director and will be reimbursed to a maximum of the lowest available airfare (a comparison must be provided). Individuals who seek mileage reimbursement for travel on behalf of the Authority in their private automobile must, in advance of travel therein, provide proof of automobile liability coverage for the minimum limits required by SBRPCA (see the Administrative Services Manager for the minimum limit).

- 4. <u>Lodging:</u> The request for payment for lodging shall be made with the hotel hosting the event or where the sponsor recommends a preferred or discounted hotel. For other events or where lodging recommendations are not specified, request the government rate and inquire into having the Transient Occupancy Tax (TOT) waived as many cities allow hotels to waive this as a courtesy to local government agencies.
- 5. <u>Ground Transportation:</u> Reasonable ground transportation expenses (taxi, ridesharing services, bus or shuttle) between the employee traveler's home and airport and between the airport and business meeting site shall be allowed provided receipts accompany the post- travel expense report. Rental cars may be considered on a case-by-case basis and require approval of the Executive Director prior to traveling. The vehicle type will be limited as per the instruction of the Executive Director.
- 6. Meals: Meals are reimbursed in the form of per diem allowance only when on non-local travel. The reimbursement rates are on the General Service Administration (GSA) https://www.gsa.gov/travel/plan-book/per-diem-rates website for breakfast, lunch, and dinner per diem rates, based on the destination city and state (or ZIP code). If meals are otherwise provided (by the hotel, conference, business associates, etc.), then the employee is not eligible for per diem for those respective meals. It is the responsibility of the traveler to ensure that all meals are correctly accounted for. Receipts for meals are not required. If the traveler wishes to spend an amount in excess of the per diem granted, that expense is not reimbursable.

## E. POST-TRAVEL EXPENSE REIMBURSEMENT & REPORTS

- 1. Post-travel expense reimbursement requests for both local and non-local travel shall be submitted within 60 days after completion of travel on an Employee Expense Reimbursement Request Form with supporting documentation and required approval for payment through the bi-weekly check request process. Failure to submit the reports within 60 days will result in the reimbursement being subject to withholding tax according to the Internal Revenue Code, Section Treasury § 1.62-2(g) & § 1.62-2(i)
- All Employee Expense Reimbursement Request Forms and supporting documents submitted to the Authority shall be maintained on file by the Authority for a period of at least five (5) years, and such documents are public records subject to disclosure under the California Public Records Act (Govt. Code Sect. 6250 et. seq.).
- 3. Any member of the Board of Directors, Executive Committee, User Committee/Task Force who attends any meetings or conferences at the expense of the Authority and reimbursable under this policy, shall provide a brief report of such meeting or conference at the next regular

meeting of the Board, Committee or Task Force.

4. If the Authority provides any travel expense reimbursement under this policy to any member of the Board of Directors, Executive Committee, User Committee/Task Force, all members of the Board of Directors, Executive Committee, User Committee/Task Force and officers/employees designated by the Executive Committee shall receive at least two (2) hours of training in general ethics laws relevant to their public service every two years. The training course may include self-study materials with tests and may be taken at home, in-person or on-line. The Authority shall maintain on file for a period of at least five (5) years records indicating the successful completion of ethics training by its officials and employees, and such documents are public records subject to disclosure under the California Public Records Act (Govt. Code Sect. 6250 et. seq.).

## G-1

## MINUTES REGULAR JOINT MEETING OF THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE JANUARY 17, 2023

## A. CALL TO ORDER

The Executive Committee and the User Committee convened in a regular joint meeting on Tuesday, January 17, 2023 at 2:01 PM via teleconference.

## B. **ROLL CALL**

Present: City Manager Vontray Norris, City of Hawthorne

City Manager Bruce Moe, City of Manhattan Beach

City Manager Clint Osorio, City of Gardena

Chief Rachel Johnson, Manhattan Beach Police Department

Chief Mike Lang, Manhattan Beach Fire Department Chief Mike Saffell, Gardena Police Department

Interim Chief Gary Tomatani, Hawthorne Police Department

Absent:

Also present: Executive Director Ross Klun

Operations Manager Shannon Kauffman Administrative Services Manager John Krok

Interim Finance Manager Bob Ridley Executive Assistant Cristina Manley

**RWG Law Jennifer Petrusis** 

## C. **PUBLIC DISCUSSION**

None.

5.

## D. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes from December 13, 2022

**APPROVE** 

- 2. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings

  MAKE FINDINGS PURSUANT TO AB 361
- Check Register December 2022

**RECEIVE AND FILE** 

4. Preapproval of Travel Expenses in an Amount Not to Exceed \$2,500.00 for the Executive Director to Attend the Liebert Cassidy Whitmore Annual Conference **APPROVE** 

Agreement with CSG Consultants, Inc. to Conduct a Facility Condition Assessment in the Total Amount Not to Exceed \$41,500.00

APPROVE AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE AUTHORITY

**MOTION**: City Manager Bruce Moe moved to approve the consent calendar as written 1-5. The motion was seconded by City Manager Clint Osorio and passed by a 3-0 call vote.

## E. ITEMS REMOVED FROM THE CONSENT CALENDAR

None.

## F. EXECUTIVE COMMITTEE GENERAL BUSINESS

1. Fiscal Year 2021 – 2022 Annual Financial Report

### **RECEIVE AND FILE**

Mr. Ridley provided summary of the staff report for the FY 2021 – 2022 Annual Financial report. No problems reported to us from all three letters received (clear and positive).

2. Executive Director's Update on the Status of the Mark43 Project

### **RECEIVE AND FILE**

Mr. Klun summarized a Mark43 review #9 – Go Live April 2023

Challenges, interfaces and DEx involve outside vendors and slow to respond to our needs. Three full days on-site work, 15 feature requests were collected and progress on Fire Response Plans GIS. Mark43 is committed to recurring on-site workshops until the project is complete. Next visit scheduled for early February. Mark43 CAD Reliability Report 2022 Q4 experienced no measurable downtime from 10/1/22 – 12/31/22.

3. Executive Director's Update on Staffing and Recruitment

Mr. Klun presented information on Staffing and Recruitment November and December 2022. Stats comparison with Q2, Q3 & Q4. Nov./Dec. staffing at 36 out of 50 Operators and 6 out of 7 supervisors. 2 new operators were hired and started in December. 12 Candidates started/currently in the background process.

**RECEIVE AND FILE** 

## G. USER COMMITTEE CONSENT CALENDAR

1. AB 361 Findings for Special Brown Act Requirements for Teleconference Meetings

MAKE FINDINGS PURSUANT TO AB 361

**MOTION:** Chief Johnson moved to approve the User Committee Consent Calendar as written. The motion was seconded by Chief Lang and passed by a 4-0 call vote.

## H. ITEMS REMOVED FROM THE CONSENT CALENDAR

None.

## I. EXECUTIVE DIRECTOR'S REPORT

Executive Director Klun provide a report, Chevron Refinery has resumed regional meetings
with surrounding public safety agencies. We will be participating in these monthly meetings
and host a meeting at our agency.

RCC participated in a meeting, Los Angeles Area Dispatch Centers benefit our member contract cities. Open dialogue between major dispatch centers in the region, meetings will occur quarterly. Topics discussed National Suicide Prevention Hotline 988, alternative responses to calls involving unhoused and mental illness.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Executive Assistant at 310-973-1802 ext. 100. Notification 48 hours prior to the meeting will enable the JPA to make reasonable arrangements to ensure accessibility to this meeting [28CFR35. 102-35. 104 ADA Title II].

Financial – All cities paid Q3 Assessments on time. Switched banking institutions from Union Bank to Bank of the West. The Executive Committee can anticipate an updated Travel Reimbursement Policy in February's meeting. After February 28<sup>th</sup>, resume in-person meetings. Meetings in March will be in-person.

Dispatch Performance and Annual Dispatch Stats Presentation 2022 – Dispatch time starts when a CAD incident is created and ends when units have been dispatched by radio. Average dispatch performance data does not indicate a significant deviation over last year's entry times or dispatch times. NENA 2.2.1 Standard for answering 9-1-1 Calls 90% of all 9-1-1 calls arriving at the PSAP Shall be answered with <15 seconds. Q4 ending at 99.28%</p>

2022 Call Volume by City will vary depending on demographics between 9-1-1 calls & non-emergency calls. 297,895 Total Police Calls for Service in 2022. 16,018 Total Fire Calls for Service in 2022.

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

None.

## K. ADJOURNMENT

The meeting was adjourned at 2:33 PM.

## G-2



## **Staff Report**

South Bay Regional Public Communications Authority

**MEETING DATE:** February 21, 2023

ITEM: G-2

TO: User Committee

FROM: M. Ross Klun, Executive Director

**SUBJECT:** AB 361 FINDINGS FOR SPECIAL BROWN ACT

REQUIREMENTS FOR TELECONFERENCE MEETINGS

## **SUMMARY:**

Staff has placed this item on the agenda to give the User Committee an opportunity to make findings specific in AB 361 (2021) for special Brown Act requirements for teleconference meetings. These special requirements give local public agencies greater flexibility to conduct teleconference meetings when there is a declared state of emergency and either social distancing is mandated or recommended, or an in-person meeting would present imminent risks to the health and safety of attendees.

## **RECOMMENDATION:**

Staff recommends that the User Committee make the following findings so that meetings of the User Committee will be subject to the AB 361 special Brown Act requirements for teleconference meetings: 1) the User Committee has reconsidered the circumstances of the COVID-19 state of emergency; and 2) state and local officials continue to recommend measures to promote social distancing.

## **BACKGROUND**

On March 4, 2020, Governor Newsom proclaimed a state of emergency to exist in California due to the spread of COVID-19. The Governor subsequently issued numerous executive orders suspending or modifying state laws to facilitate the response to the emergency. Among other things, these executive orders superseded certain Brown Act requirements and established special rules to give local public agencies greater flexibility to conduct teleconference meetings. The special rules included provisions allowing local public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are publicly accessible, and without having to identify teleconference locations on the agenda. Those special rules expired September 30, 2021.

On September 16, 2021, in anticipation of the then-imminent expiration of his special rules for teleconference meetings, the Government signed AB 361. In key part, this bill amends the Brown Act to establish special requirements for teleconference meetings if a legislative body of a local public agency makes two findings pursuant to Government Code section

54953(e)(3). Like the special rules in the Governor's executive orders, the special Brown Act requirements in AB 361 include provisions allowing public agencies to conduct teleconference meetings without having to provide a physical location from which the public may attend or comment, without having to use teleconference locations that are public accessible, and without having to identify teleconference locations on the agenda. The AB 361 special Brown Act requirements are scheduled to be repealed on January 1, 2024.

In order for a local public agency to be subject to the AB 361 Brown Act requirements for teleconference meetings, a legislative body of a local public agency first must make a finding that it has "reconsidered" the circumstances of a declared state of emergency. Second, the legislative body must find that such emergency continues to directly impact the ability of the legislative body's members to meet in person. Alternatively, for the second finding, the legislative body must find that state or local officials continue to impose or recommend social distancing measures. These findings must be made within 30 days after the legislative body teleconferences for the first time under AB 361 and every 30 days thereafter.

The COVID-19 state of emergency declaration is still in effect. Furthermore, the State of California and the County of Los Angeles have recommended measures to promote social distancing. Thus, the California Division of Occupational Safety and Health still requires that employers provide training on the effectiveness of physical distancing in the workplace. Additionally, the Los Angeles County Department of Public Health still encourages people at risk for severe illness or death from COVID-19 to take protective measures such as social distancing and, for those not yet fully vaccinated, to physically distance from others whose vaccination status is unknown. The County Health Department also continues to recommend that employers take steps to support physical distancing.

## **FISCAL IMPACT**

None.