

A G E N D A
REGULAR JOINT MEETING OF
EXECUTIVE COMMITTEE AND USER COMMITTEE
TUESDAY, SEPTEMBER 19, 2023, 2:00 PM
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
SECOND FLOOR CONFERENCE ROOM
4440 W. BROADWAY, HAWTHORNE, CA

A. **CALL TO ORDER**

B. **ROLL CALL**

1. Executive Committee
2. User Committee

C. **PUBLIC DISCUSSION**

Members of the public will be given the opportunity to directly address the Executive Committee and the User Committee on any matter within the subject matter jurisdiction of the Authority, including items on the agenda.

D. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Check Register – July 2023 and August 2023
RECEIVE AND FILE
2. Minutes from June 20, 2023
APPROVE
3. Minutes from June 28, 2023
APPROVE
4. Minutes from July 18, 2023
APPROVE
5. Termination Agreement Between the South Bay Regional Public Communications Authority and Mark43, Inc. Providing for Earlier Effective Termination Date for CAD Software and Professional Services Agreement
APPROVE AND AUTHORIZE EXECUTION OF AGREEMENT
6. Fiscal Year 2022-2023 Budget Performance Report for the period July 1, 2022 through June 30, 2023
RECEIVE AND FILE
7. Quarterly Cash and Investment Report as of June 30, 2023
RECEIVE AND FILE

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

F. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Executive Director's Update on Staffing and Recruitment
RECEIVE AND FILE
2. Agreement Between the South Bay Regional Public Communications Authority and Cit Com for Public Safety Consulting Services Regarding Computer Aided Dispatch System
APPROVE AND AUTHORIZE EXECUTION OF AGREEMENT

G. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from June 20, 2023
APPROVE
2. Minutes from June 28, 2023
APPROVE
3. Minutes from July 18, 2023

- APPROVE**
4. Minutes from August 7, 2023
APPROVE

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

I. **USER COMMITTEE GENERAL BUSINESS**

1. Consider Using a 3rd Party Consultant to Evaluate the Resiliency of the Authority's Headquarters Facility and Protocols Relative to Power Outages and Disasters
PROVIDE DIRECTION
2. Consider Using PulsePoint Community Notification Software for Fire Department Dispatch Needs at South Bay Regional Public Communications Authority
PROVIDE DIRECTION

J. **EXECUTIVE DIRECTOR'S REPORT**

K. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

L. **ADJOURNMENT**

Posting Date/Time: September 15, 2023/12:00PM

Signature:



M. Ross Klun, Executive Director

D-1



Check Register FY 2023-24

July 2023

Accounts Payable Check Issued Date

Total Check Amount Notes

July 7, 2023	\$77,379.89	
July 14, 2023	\$179,448.11	
July 21, 2023	\$1,099,524.08	Includes FY24 PERS UAL and liability insurance payments
July 28, 2023	<u>\$104,453.52</u>	
Accounts Payable Total	\$1,460,805.60	

Payroll Checks Issued Date

July 14, 2023	\$165,708.79	
July 28, 2023	<u>\$159,078.38</u>	
Payroll Total	\$324,787.17	

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2038	7/7/2023	00012	CALIFORNIA WATER SERVICE	4675328235	6/19/2023	WATER SERV HQ/ 5/17/23-6/1	206.39	206.39
2039	7/7/2023	00070	GAS COMPANY, THE	059 194 8982 2	7/5/2023	GAS SERVICE HQ/ 6/1/23-6/30	1,177.07	1,177.07
57231	7/7/2023	00311	APCO INTERNATIONAL	941096	2/6/2023	APCO REGISTRATION FEE	3,635.00	3,635.00
57232	7/7/2023	00297	AT&T, ATT CALNET	000020179345	7/3/2023	PHONE SERVICE 6/03/23-7/02	509.27	509.27
57233	7/7/2023	01004	BOB & MARC PLUMBING CO	S-109364	6/27/2023	HQ MAINTENANCE	120.00	120.00
57234	7/7/2023	01079	CARD INTEGRATORS CORP	00015803	6/15/2023	HQ ID MACHINE - REPLACEM	5,795.75	5,795.75
57235	7/7/2023	00014	CDW GOVERNMENT, INC.	JK79665	5/4/2023	CDW-G BILLABLE PARTS	1,813.98	
				KD85055	6/13/2023	CDW-G BILLABLE PARTS	1,064.86	2,878.84
57236	7/7/2023	00225	COMMLINE INC	0410035-IN	6/14/2023	PARTS - REIMBURSABLE	615.00	615.00
57237	7/7/2023	00008	FEDERAL SIGNAL CORP	8349407	6/21/2023	FEDERAL SIGNAL CORP BILL	2,940.00	
				8316171	5/9/2023	FEDERAL SIGNAL CORP BILL	1,160.00	4,100.00
57238	7/7/2023	00027	HAVIS INC.	SIN216999	6/12/2023	HAVIS INC BILLABLE PARTS	16,131.59	
				SIN218498	6/22/2023	HAVIS INC BILLABLE PARTS	1,524.89	17,656.48
57239	7/7/2023	00880	JUAN CARLOS CHAVEZ SANCIN	INV1021	6/21/2023	HQ MAINTENANCE - LANDSC	450.00	450.00
57240	7/7/2023	00442	LAWSON PRODUCTS, INC.	9310692523	6/14/2323	LAWSON PRODUCTS BILLAB	205.07	205.07
57241	7/7/2023	00087	LIEBERT CASSIDY & WHITMC	243949	5/31/2023	LEGAL SERVICES - EFFECTIV	212.50	212.50
57242	7/7/2023	00043	MANEY WIRE & CABLE, INC.	20086052	6/20/2023	MANEY WIRE & CABLE BILLA	234.35	234.35
57243	7/7/2023	00671	MARC R. COHEN, MD	FY22-23-12	6/30/2023	MEDICAL DIRECTOR SERVIC	2,541.63	2,541.63
57244	7/7/2023	00047	MOTOROLA SOLUTIONS, INC	8281653713	6/20/2023	MOTOROLA SOLUTIONS INC	3,320.73	3,320.73
57245	7/7/2023	01005	ORKIN PEST CONTROL	245261848	6/9/2023	HQ MAINTENANCE - PEST CO	91.99	
				245261849	6/9/2023	HQ MAINTENANCE - PEST CO	63.99	155.98
57246	7/7/2023	00142	PVP COMMUNICATIONS INC	133026	6/23/2023	VEHICLE OUTFITTING PARTS	3,051.77	3,051.77
57247	7/7/2023	00463	SIGTRONICS	153292	5/1/2023	SIGTRONICS CO BILLABLE P	4,927.50	4,927.50
57248	7/7/2023	00824	SMART JANITORIAL, COMPLE	25475	6/26/2023	JANITORIAL SUPPLIES	129.99	129.99
57249	7/7/2023	00345	STOMMEL INC.	SI88795	6/20/2023	VEHICLE OUTFITTING PARTS	14,628.68	
				SI88490	6/12/2023	VEHICLE OUTFITTING PARTS	2,381.67	17,010.35
57250	7/7/2023	00036	TALLEY INCORPORATED	10436033	6/27/2023	TALLEY BILLABLE PARTS	1,276.66	
				10435378	6/12/2023	TALLEY BILLABLE PARTS	447.81	1,724.47
57251	7/7/2023	00996	WAGeworks INC., HEALTHE	INV5324843	6/23/2023	MONTHLY COMPLIANCE FEE	92.00	92.00
57252	7/7/2023	01028	WESTIN AUTOMATIVE PRODI	2085086	5/2/2023	WESTIN AUTOMATIVE BILLAI	6,629.75	6,629.75
Sub total for BANK OF THE WEST:								77,379.89

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
20615	7/4/2023	00696	GUARDIAN	533654-07	6/21/2023	GUARDIAN - DENTAL, VISION	7,685.48	7,685.48
20616	7/10/2023	00058	CALPERS	1000000172018	6/14/2023	HEALTH PREMIUMS - JULY 20	66,674.46	66,674.46
20617	7/14/2023	00219	INTERNAL REVENUE SERVICE	Ben36519	7/14/2023	FEDERAL WITHHOLDING TAX	36,396.04	36,396.04
20618	7/14/2023	00223	EMPLOYMENT DEVELOPMENT	Ben36523	7/14/2023	STATE DISABILITY INSURANCE	14,340.10	14,340.10
20619	7/14/2023	00222	STATE DISBURSEMENT UNIT	Ben36527	7/14/2023	SUPPORT: PAYMENT	184.62	184.62
20620	7/14/2023	00058	CALPERS	Ben36521	7/14/2023	PERS RETIREMENT: PAYMENT	36,626.97	36,626.97
20621	7/14/2023	00221	MISSIONSQUARE RETIREMENT	Ben36517	7/14/2023	DEFERRED COMPENSATION	15,144.57	15,144.57
57253	7/14/2023	00217	CALIFORNIA TEAMSTERS UNION	Ben36515	7/14/2023	UNION DUES TEAMSTERS: PAY	1,491.00	1,491.00
57254	7/14/2023	00218	CWA LOCAL 9400	Ben36513	7/14/2023	UNION DUES CWA: PAYMENT	164.42	164.42
57255	7/14/2023	00996	WAGeworks INC., HEALTHCARE	Ben36525	7/14/2023	DEPENDENT CARE FSA: PAY	740.45	740.45
Sub total for BANK OF THE WEST:							179,448.11	

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2040	7/21/2023	00621	FIRST BANKCARD				
		00466	AMAZON MARKETPLACE	114-7970158-20	6/23/2023	SUPPLIES	127.58
		00466	AMAZON MARKETPLACE	114-5460469-76	6/23/2023	GENERAL TECH SUPPLIES	83.77
		00466	AMAZON MARKETPLACE	112-0443832-58	6/20/2023	OFFICE SUPPLIES FOR COM	35.27
		00467	LOWES BUSINESS	43619063	6/5/2023	OFFICE SUPPLIES	48.20
		00141	POWERPHONE INC	80287	5/24/2023	EMD COURSES & ANNUAL M	258.00
		00141	POWERPHONE INC	80286	5/24/2023	EMD COURSES & ANNUAL M	129.00
		00255	CSMFO	200017289	6/22/2023	CSMFO CHAPTER MEETING	30.00
		00761	BOX	INV11070734	6/26/2023	SOFTWARE SERVICES	90.00
		00610	DIRECTV	065190124X230	6/5/2023	CABLE SERVICE	247.95
		00915	GOLD GAS	211865797	6/2/2023	FUEL - VAN	143.88
		00714	DOOR DASH	053123	6/1/2323	EMPLOYEE SERVICES	106.11
		01046	PELTON	060123	6/1/2023	EMPLOYEE SERVICES	44.00
		01047	GODADDY	2627909474	6/28/2023	MONTHLY WEBSITE HOSTIN	99.99
		01047	GODADDY	2621412643	6/23/2023	MONTHLY WEBSITE HOSTIN	75.99
		01036	CLOUDFLARE INC.	CFUSA7278529	6/28/2023	SOFTWARE SERVICES	250.00
		01040	GOOGLE ADS	520-390-4641	5/31/2023	RECRUITMENT: ONLINE JOB	152.20
		01084	SSLGURU	2745511	6/28/2023	4 YEAR SSL RENEWAL	279.00
		01078	TELECOMEX	T26291	6/26/2023	OFFICE SUPPLIES FOR COM	105.88
		00826	LA TIMES	061923	6/19/2023	LA TIMES MONTHLY SUBSCF	15.96
2041	7/21/2023	00073	STATE BOARD OF EQUALIZA	012-655960	7/21/2023	SALES & USE TAX PMT WITH	9,352.00
57289	7/21/2023	00867	& INVESTIGATION SERVICES	2023-04-005	4/5/2023	PRE-EMPLOYMENT POLYGR	250.00
57290	7/21/2023	00477	APPLE ONLINE STORE	MA03609807	6/27/2023	EQUIPMENT FOR OPERATIO	1,800.97
				MA03708302	6/27/2023	EQUIPMENT FOR OPERATIO	931.90
57291	7/21/2023	00297	AT&T, ATT CALNET	000020231166	7/17/2023	PHONE SERV 6/13/23-7/12/23	2,706.30
				000020235302	7/13/2023	PHONE SERV 6/13/23-7/12/23	241.86
				000020238365	7/13/2023	PHONE SERV 6/13/23-7/12/23	185.33
57292	7/21/2023	01004	BOB & MARC PLUMBING CO	S-109386	6/27/2023	HQ MAINTENANCE	230.95
57293	7/21/2023	00014	CDW GOVERNMENT, INC.	KK98587	6/27/2023	CDW-G SOFTWARE SERVICE	9,960.00
57294	7/21/2023	00043	MANEY WIRE & CABLE, INC.	20085201	5/10/2023	MANEY WIRE & CABLE BILLA	7,685.45
57295	7/21/2023	00818	RICHARDS,WATSON & GERSI	242854	6/26/2023	GENERAL COUNSEL & LEGAI	2,340.80
57296	7/21/2023	01080	THE TEC NETWORK	2280	6/7/2023	HQ MAINTENANCE - AUTHOF	746.39
57297	7/21/2023	00210	TURNER, JENNIFER	062723-2	6/27/2023	TUITION REIMB/FY 2022-23	225.50
				062723-1	6/27/2023	TUITION REIMB/FY 2022-23	192.00

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
57298	7/21/2023	00171	VERIZON WIRELESS	9937955418	6/23/2023	DAC CHARGES HPD/ 5/24/23-	2,108.67
				9938016340	6/23/2023	GPD DAC CHARGES/ 5/24/23-	1,755.09
				9937939940	6/23/2023	MODEM SVC. MBPD/ 5/24/23	922.72
				9937570147	6/18/2023	CELL PH. CHGS: 5/19/23-6/18,	410.36
				9937939941	6/23/2023	MODEM SVC. MBPD/ 5/24/23-	78.02
57299	7/21/2023	00067	XCEL MECHANICAL SYSTEMS	2089	6/27/2023	HQ MAINTENANCE - EFFECT	10,660.00
Sub total for BANK OF THE WEST:							55,107.09

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2040	7/21/2023	00621	FIRST BANKCARD					
		00762	KIM TURNER LLC	INVOICE-3111	6/22/2023	REPORT WRITING COURSE	894.00	
		00890	VISTAPRINT	VP VX18NKDG	6/25/2023	RETRACTABLE BANNER FOF	172.53	1,066.53
2051	7/21/2023	00012	CALIFORNIA WATER SERVICE	5550731926	7/3/2023	FIRE PROTECTION SERVICE	101.00	101.00
2052	7/21/2023	00651	FRONTIER	209-188-0077-04	7/1/2023	PHONE SERVICE 7/1/23 - 7/3'	336.37	336.37
2053	7/21/2023	00058	CALPERS	10000001721584	7/1/2023	FY23-24 PERS UAL - PLAN 12	611,588.00	611,588.00
2054	7/21/2023	00058	CALPERS	10000001721584	7/1/2023	FY23-24 PERS UAL - PLAN 26	818.00	818.00
57256	7/21/2023	00810	& ASSOCIATES, MAX PARKEF	9686	7/10/2023	WEBSITE MAINTENANCE SE	20.00	20.00
57257	7/21/2023	00836	ALLIANT INSURANCE SERVIC	2354991	7/5/2023	FY23-24 INSURANCE COVER	65,835.03	
				2354953	7/5/2023	FY23-24 INSURANCE COVER	47,205.88	
				2339429	6/28/2023	FY23-24 INSURANCE COVER	37,016.86	
				2354966	7/5/2023	FY23-24 INSURANCE COVER	30,223.49	
				10143335	6/8/2023	FY23-24 INSURANCE COVER	28,289.01	
				2354999	7/5/2023	FY23-24 INSURANCE COVER	20,236.69	
				2360380	7/10/2023	FY23-24 INSURANCE COVER	12,480.65	
				2346902	6/28/2023	FY23-24 INSURANCE COVER	6,098.97	
				2356744	7/6/2023	FY23-24 INSURANCE COVER	2,041.93	
				2352586	7/2/2023	FY23-24 INSURANCE COVER	1,823.00	
				2342610	6/27/2023	FY23-24 INSURANCE COVER	387.00	251,638.51
57258	7/21/2023	00064	AT&T, ATT PAYMENT CENTER	960 461-1623 55	7/1/2023	PHONE SERVICE 7/01/2023-7	1,487.73	1,487.73
57259	7/21/2023	00936	BERKSHIRE HATHAWAY HC	850306	6/21/2023	FY23-24 WORKERS COMPEN	91,057.00	91,057.00
57260	7/21/2023	00747	BIDDLE CONSULTING GROUF	75013	5/10/2023	CRITICALL 911 ANNUAL SUBS	4,495.00	4,495.00
57261	7/21/2023	00017	CHEM PRO LABORATORY, IN	IN118929	7/1/2023	WATER TREATMENT SERVIC	91.50	91.50
57262	7/21/2023	00225	COMMLINE INC	0412345-IN	6/30/2023	COMMLINE INC - SUPPORT	15,000.00	15,000.00
57263	7/21/2023	00101	CORDOVA, TONY	072123	7/21/2023	RETIREE MED PREM/AUG 20	599.00	599.00
57264	7/21/2023	00081	COSTON, SHANDER	072123	7/21/2023	RETIREE MED PREM/AUG 20	349.00	349.00
57265	7/21/2023	00879	CROWN CASTLE	1381182	7/1/2023	REDUNDANT INTERNET SER	1,100.00	1,100.00
57266	7/21/2023	00146	DARIO A. BANDERA	07323	7/3/2023	STRICTLY TINT BILLABLE PAI	475.00	475.00
57267	7/21/2023	00103	DIVINITY, TANJI	072123	7/21/2023	RETIREE MED PREM/AUG 20	599.00	599.00
57268	7/21/2023	01048	ERIC JASON ARROYO	3111	7/6/2023	RECRUITMENT - BACKGROU	1,500.00	1,500.00
57269	7/21/2023	00785	EXPERIAN	CD2403002447	6/30/2023	CREDIT CHCEK	32.00	32.00
57270	7/21/2023	00651	FRONTIER	7002Z664-S-231	7/5/2023	PHONE SERV 7/05/23-8/04/23	304.79	
				7002Z665-S-231	7/5/2023	PHONE SERV 7/05/23-8/04/23	209.50	514.29
57271	7/21/2023	00322	GEOSPATIAL TECHNOLOGIE	18710	6/1/2023	SOFTWARE MAINTENANCE S	13,173.00	13,173.00

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
57272	7/21/2023	00417	INFORMER SYSTEMS LLC 6044	6/1/2023	SCHEDULE EXPRESS ANNUA	9,828.00	9,828.00
57273	7/21/2023	00799	LA UNIFORMS & TAILORING 17005	6/26/2023	UNIFORM SETS	209.14	209.14
57274	7/21/2023	00087	LIEBERT CASSIDY & WHITMC244609	6/14/2023	LCW ERC MEMBERSHIP	4,665.00	4,665.00
57275	7/21/2023	00113	MARTIN, LISA 072123	7/21/2023	RETIREE MED PREM/AUG 20	349.00	349.00
57276	7/21/2023	00331	MITSUBISHI ELECTRIC INC 459057	7/1/2023	HQ MAINTENANCE - ELEVAT	786.90	786.90
57277	7/21/2023	00047	MOTOROLA SOLUTIONS, INC8281659795	6/29/2023	MOTOROLA SOLUTIONS INC	3,428.78	3,428.78
57278	7/21/2023	00819	OCCUPATIONAL HEALTH CEN79778399	6/29/2023	PRE-EMPLOYMENT MEDICAL	407.00	407.00
57279	7/21/2023	00121	PINELA, ELIZABETH 072123	7/21/2023	RETIREE MED PREM/AUG 20	599.00	599.00
57280	7/21/2023	00994	PRISM 24400596	7/13/2023	FY23-24 CYBER LIABILITY IN	15,048.00	15,048.00
57281	7/21/2023	01022	RACE COMMUNICATIONS RC938308	7/1/2023	COMMUNICATION CONTRAC	1,198.50	1,198.50
57282	7/21/2023	00060	RIVERA, JOSE 072123	7/21/2023	RETIREE MED PREM/AUG 20	605.21	605.21
57283	7/21/2023	00390	SOUTH COAST AQMD 4196305	6/16/2023	DIESEL FUEL STORAGE	504.91	
			4198978	6/16/2023	FY23-24 AQMD FEE	160.35	665.26
57284	7/21/2023	00803	SPARKLETTS 18193479 07072	7/7/2023	HQ MAINTENACE - WATER F	53.99	53.99
57285	7/21/2023	01014	STANCIL CORPORATION 11771	7/12/2023	SECURITY SYSTEM UPGRAC	2,691.00	2,691.00
57286	7/21/2023	00074	STAPLES INC. 8070862418	7/8/2023	STAPLES SUPPLIES - OFFICE	286.83	
			8070798424	7/12/2023	STAPLES SUPPLIES - OFFICE	87.70	374.53
57287	7/21/2023	00034	STEVENS, GARY 072123	7/21/2023	RETIREE MED PREM/AUG 20	599.00	599.00
57288	7/21/2023	00044	TYLER TECHNOLOGIES, INC. 045-421494	6/1/2023	TYLER TECCHNOLOGIES AN	6,867.75	6,867.75
Sub total for BANK OF THE WEST:							1,044,416.99

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
20622	7/28/2023	00219	INTERNAL REVENUE SERVIC Ben36641	7/28/2023	FEDERAL WITHHOLDING TA	34,141.35	34,141.35
20623	7/28/2023	00223	EMPLOYMENT DEVEL DEPT Ben36645	7/28/2023	STATE DISABILITY INSURAN	13,389.26	13,389.26
20624	7/28/2023	00222	STATE DISBURSEMENT UNIT Ben36649	7/28/2023	SUPPORT: PAYMENT	184.62	184.62
20625	7/28/2023	00058	CALPERS Ben36643	7/28/2023	PERS RETIREMENT: PAYMEN	36,869.64	36,869.64
20626	7/28/2023	00221	MISSIONSQUARE RETIREMEI Ben36639	7/28/2023	DEFERRED COMPENSATION	14,697.48	14,697.48
57301	7/28/2023	00002	AFLAC Ben36633	7/28/2023	AFLAC INSURANCE: PAYMEN	2,745.30	2,745.30
57302	7/28/2023	00217	CALIFORNIA TEAMSTERS UN Ben36637	7/28/2023	UNION DUES TEAMSTERS: P	1,521.00	1,521.00
57303	7/28/2023	00218	CWA LOCAL 9400 Ben36635	7/28/2023	UNION DUES CWA: PAYMEN	164.42	164.42
57304	7/28/2023	00996	WAGeworks INC., HEALTHE Ben36647	7/28/2023	DEPENDENT CARE FSA: PAY	740.45	740.45
Sub total for BANK OF THE WEST:							104,453.52



Check Register FY 2023-24

August 2023

Accounts Payable Check Issued Date **Total Check Amount Notes**

August 4, 2023	\$133,732.85
August 11, 2023	\$177,807.74
August 18, 2023	\$90,054.15
August 25, 2023	<u>\$113,605.90</u>
Accounts Payable Total	\$515,200.64

Payroll Checks Issued Date

August 11, 2023	\$174,562.89
August 25, 2023	<u>\$180,061.38</u>
Payroll Total	\$354,624.27

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2042	7/24/2023	00069	SOUTHERN CALIFORNIA EDI:700610392752	7/3/2023	ELECT SERV GRANDVIEW/ 5	297.52	297.52
2043	7/24/2023	00411	PITNEY BOWES 3106109118	5/30/2023	PITNEY BOWES EXPENSES	170.36	170.36
2044	8/3/2023	00069	SOUTHERN CALIFORNIA EDI:700440732476	7/14/2023	ELEC SERV 6/1/23 - 7/10/23	19,206.30	
			700383926852	7/19/2023	ELEC SERV PUNTA/ 6/16/23 -	1,206.31	20,412.61
57326	8/4/2023	00014	CDW GOVERNMENT, INC. KM34676	6/30/2023	CDW-G PARTS REIMBURSAB	3,930.89	3,930.89
57327	8/4/2023	01051	COMPASS GROUP USA INC, (SOC123730	3/29/2023	EMPLOYEE COFFEE SERVIC	455.25	455.25
57328	8/4/2023	00731	D & R ELECTRONICS 250015906	5/30/2023	D&R ELECTRONICS BILLABL	6,032.80	6,032.80
57329	8/4/2023	01069	DOCUMENT CONSULTING SE135789	7/1/2023	OFFICE EQUIPMENT LEASE	203.71	203.71
57330	8/4/2023	00008	FEDERAL SIGNAL CORP 8357678	6/30/2023	FEDERAL SIGNAL CORP PAR	5,390.00	5,390.00
57331	8/4/2023	00880	JUAN CARLOS CHAVEZ SANCINV1025	7/20/2023	HQ MAINTENANCE - LANDSC	450.00	450.00
57332	8/4/2023	00442	LAWSON PRODUCTS, INC. 9310732086	6/29/2023	LAWSON PRODUCTS PARTS	592.91	592.91
57333	8/4/2023	00028	LEVY CO., INC., DAVID SI305968	5/9/2023	PARTS REIMBURSABLE	512.05	512.05
57334	8/4/2023	00818	RICHARDS,WATSON & GERSI243234	7/19/2023	GENERAL COUNSEL & LEGAI	4,164.30	4,164.30
57335	8/4/2023	00145	SETINA MFG CO INC 267753	6/30/2023	SETINA MANUFACTURING C	834.91	834.91
57336	8/4/2023	00345	STOMMEL INC. SI89280	6/29/2023	LEHR AUTO PARTS REIMBUF	15,060.67	
			SI89303	6/29/2023	LEHR AUTO PARTS REIMBUF	469.16	15,529.83
Sub total for BANK OF THE WEST:							58,977.14

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2055	8/4/2023	00012	CALIFORNIA WATER SERVICE	4675328235	7/20/2023	WATER SERV HQ/ 6/17/23-7/1	231.92	231.92
57305	8/4/2023	00867	& INVESTIGATION SERVICES	2023-07-018	7/18/2023	PRE-EMPLOYMENT POLYGR	250.00	250.00
57306	8/4/2023	00392	ALLEN MANUFACTURING, LL	RINV322373	7/13/2023	RAY ALLEN MANUFACTURING	1,433.24	
				RINV321406	7/7/2023	RAY ALLEN MANUFACTURING	205.41	1,638.65
57307	8/4/2023	00014	CDW GOVERNMENT, INC.	KN45997	7/5/2023	CDW-G BILLABLE PARTS	3,267.25	3,267.25
57308	8/4/2023	01048	ERIC JASON ARROYO	3134	7/25/2023	RECRUITMENT - BACKGROU	1,500.00	1,500.00
57309	8/4/2023	00577	JESSICA RAMOS	2962	7/14/2023	VEHICLE MAINTENANCE & D	105.00	105.00
57310	8/4/2023	00442	LAWSON PRODUCTS, INC.	9310755664	7/11/2023	LAWSON PRODUCTS BILLAB	221.60	221.60
57311	8/4/2023	00671	MARC R. COHEN, MD	FY23-24-01	7/31/2023	MEDICAL DIRECTOR SERVIC	2,541.67	2,541.67
57312	8/4/2023	00047	MOTOROLA SOLUTIONS, INC	8281666627	7/11/2023	MOTOROLA SOLUTIONS INC	25,522.35	
				8281674908	7/20/2023	MOTOROLA SOLUTIONS INC	1,912.29	27,434.64
57313	8/4/2023	00819	OCCUPATIONAL HEALTH CEN	79917256	7/18/2023	PRE-EMPLOYMENT MEDICAL	407.00	407.00
57314	8/4/2023	01022	RACE COMMUNICATIONS	RC960904	8/1/2023	COMMUNICATION CONTRAC	1,198.50	1,198.50
57315	8/4/2023	00144	SAXE-CLIFFORD PHD, SUSAN	23-0720-4	7/20/2023	PRE-EMPLOYMENT PSYCHO	400.00	400.00
57316	8/4/2023	00145	SETINA MFG CO INC	268809	7/21/2023	SETINA MANUFACTURING CO	10,411.26	10,411.26
57317	8/4/2023	00074	STAPLES INC.	8071004360	7/27/2023	STAPLES SUPPLIES - OFFICE	60.10	60.10
57318	8/4/2023	00345	STOMMEL INC.	SI89671	7/12/2023	LEHR AUTO BILLABLE PARTS	481.21	
				SI89853	7/17/2023	LEHR AUTO BILLABLE PARTS	468.84	
				SI89495	7/6/2023	LEHR AUTO BILLABLE PARTS	454.56	1,404.61
57319	8/4/2023	00815	SUN WIRELESS	23061	7/25/2023	FY 23-24 ANNUAL MAINTENA	6,933.15	6,933.15
57320	8/4/2023	00171	VERIZON WIRELESS	9939942335	7/18/2023	CELL PH. CHGS: 6/19/23-7/18,	410.42	410.42
57321	8/4/2023	01065	WAGWORKS INC., HEALTHE	INV5447226	7/25/2023	WAGWORK ADMINISTRATI\	92.00	92.00
57322	8/4/2023	00150	WATTCO	62187	7/13/2023	WATTCO BILLABLE PARTS	2,894.44	2,894.44
57323	8/4/2023	01028	WESTIN AUTOMATIVE PROD	I2099660	7/7/2023	WESTIN AUTOMATIVE BILLAI	2,212.19	2,212.19
57324	8/4/2023	00063	WHELEN ENGINEERING CO.,	331110	7/14/2023	WHELEN ENGINEERING CO I	1,625.31	1,625.31
57325	8/4/2023	00067	XCEL MECHANICAL SYSTEMS	2162	7/21/2023	FY 23-24 HQ MAINTENANCE	9,516.00	9,516.00
Sub total for BANK OF THE WEST:								74,755.71

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
20629	8/11/2023	00219	INTERNAL REVENUE SERVIC Ben36718	8/11/2023	FEDERAL WITHHOLDING TA	38,221.80	38,221.80
20630	8/11/2023	00223	EMPLOYMENT DEVEL DEPT Ben36720	8/11/2023	STATE DISABILITY INSURAN	15,139.32	15,139.32
20631	8/11/2023	00222	STATE DISBURSEMENT UNIT Ben36728	8/11/2023	SUPPORT: PAYMENT	184.62	184.62
20632	8/11/2023	00058	CALPERS Ben36724	8/11/2023	PERS RETIREMENT: PAYMEN	36,530.85	36,530.85
20633	8/11/2023	00221	MISSIONSQUARE RETIREMEI Ben36722	8/11/2023	DEFERRED COMPENSATION	14,024.51	14,024.51
20634	8/1/2023	00696	GUARDIAN 533654-08	7/20/2023	GUARDIAN - DENTAL, VISION	7,384.35	7,384.35
20635	8/10/2023	00058	CALPERS 1000000172342	7/14/2023	HEALTH PREMIUMS - AUGUS	63,896.42	63,896.42
57337	8/11/2023	00217	CALIFORNIA TEAMSTERS UN Ben36716	8/11/2023	UNION DUES TEAMSTERS: P	1,521.00	1,521.00
57338	8/11/2023	00218	CWA LOCAL 9400 Ben36714	8/11/2023	UNION DUES CWA: PAYMEN	164.42	164.42
57339	8/11/2023	00996	WAGeworks INC., HEALTH Ben36726	8/11/2023	DEPENDENT CARE FSA: PAY	740.45	740.45
Sub total for BANK OF THE WEST:							177,807.74

Bank : bow BANK OF THE WEST

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
2045	8/16/2023	00031	EMPLOYMENT DEVELOPMENL0040032336	7/31/2023	UNEMPLOYMENT INS / APR-	291.00	291.00
57340	8/18/2023	00731	D & R ELECTRONICS IN250015906	5/30/2023	PARTS REIMBURSABLE	6,032.80	6,032.80
Sub total for BANK OF THE WEST:							6,323.80

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2056	8/18/2023	00621	FIRST BANKCARD				
		00942	WAYFAIR	3886757717	6/30/2023	FURNITURE & FIXTURES	639.32
		00466	AMAZON MARKETPLACE	113-8390162-13	7/20/2023	OTHER EQUIPMENT	349.83
		00199	GOVT FINANCE OFFICERS ASSOCIATION	762159	7/10/2023	GFOA VIRTUAL TRAINING	315.00
		00228	COSTCO MEMBERSHIP	1044771437	7/17/2023	JANITORIAL SUPPLIES	310.84
		01088	OMNI NASHVILLE HOTEL	GBUT7VWC	7/21/2023	HOTEL RESERVATION DEPOSIT	303.59
		00141	POWERPHONE INC	80515	6/19/2023	EMD COURSES & ANNUAL MEETING	258.00
		00610	DIRECTV	065190124X230	7/5/2023	CABLE SERVICE	247.99
		01087	CAREISMATIC BRANDS	AHS0011105566	7/17/2023	SAMPLE UNIFORM PANTS	167.54
		01040	GOOGLE ADS	520-390-4641	7/5/2023	RECRUITMENT - DISPATCHER	167.20
		00466	AMAZON MARKETPLACE	D01-9362397-45	7/27/2023	AMAZON PRIME MEMBERSHIP	153.25
		00466	AMAZON MARKETPLACE	113-2326531-12	7/20/2023	OTHER EQUIPMENT	132.29
		00758	SOFTWAREKEEP	071223	7/12/2023	SOFTWARE SERVICES	131.74
		00311	APCO INTERNATIONAL	994380	7/12/2023	APCO MEMBERSHIP DUES	131.00
		00466	AMAZON MARKETPLACE	114-8135398-63	7/20/2023	GENERAL TECH SUPPLIES	110.31
		00892	KIKES GENERAL AUTO REPAIR	071223	7/12/2023	VEHICLE SAFETY INSPECTION	100.00
		00600	CHEVRON G&M #186	00094786	7/25/2023	FUEL - VAN	100.00
		00466	AMAZON MARKETPLACE	114-0887394-74	7/24/2023	GENERAL TECH SUPPLIES	90.57
		00761	BOX	INV11146893	7/26/2023	SOFTWARE SERVICES	90.00
		00942	WAYFAIR	3936441837	7/1/2023	OTHER EQUIPMENT	84.88
		01047	GODADDY	2656856396	7/24/2023	MONTHLY WEBSITE HOSTING	75.99
		00714	DOOR DASH	071123	7/11/2023	EMPLOYEE SERVICES - EMPLOYEE	66.73
		00466	AMAZON MARKETPLACE	114-2806751-91	7/25/2023	GENERAL TECH SUPPLIES	60.69
		01086	FOOD 4 LESS	071023	7/10/2023	EMPLOYEE SERVICES	56.04
		00714	DOOR DASH	072723	7/27/2023	EMPLOYEE SERVICES - SUPERVISOR	54.93
		00466	AMAZON MARKETPLACE	114-2101966-75	7/20/2023	GENERAL TECH SUPPLIES	49.26
		00466	AMAZON MARKETPLACE	114-9832647-01	7/20/2023	GENERAL TECH SUPPLIES	49.14
		00466	AMAZON MARKETPLACE	114-4082779-23	7/20/2023	OFFICE SUPPLIES	46.32
		01046	PELTON	070123	7/1/2023	EMPLOYEE SERVICES	44.00
		00466	AMAZON MARKETPLACE	114-1526969-55	7/19/2023	GENERAL TECH SUPPLIES	33.81
		00466	AMAZON MARKETPLACE	114-2885509-46	7/6/2023	GENERAL TECH SUPPLIES	22.02
		00466	AMAZON MARKETPLACE	114-2820280-06	7/6/2023	GENERAL TECH SUPPLIES	22.02
		00466	AMAZON MARKETPLACE	114-7942893-55	7/6/2023	GENERAL TECH SUPPLIES	20.92
		00466	AMAZON MARKETPLACE	114-4965375-13	7/16/2023	GENERAL TECH SUPPLIES	17.62

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
		00826	LA TIMES	0001-0684-8535	7/17/2023	LA TIMES MONTHLY SUBSCF	15.96	
		00466	AMAZON MARKETPLACE	113-1226778-15	7/27/2023	OFFICE SUPPLIES	15.07	
		00690	WALGREENS #10069	071723	7/17/2023	EMPLOYEE SERVICES	8.69	4,542.56
2057	8/18/2023	00012	CALIFORNIA WATER SERVICE	5550731926	8/1/2023	FIRE PROTECTION SERVICE	102.54	102.54
2058	8/18/2023	00070	GAS COMPANY, THE	059 194 8982 2	8/1/2023	GAS SERVICE HQ/ 6/30/23-8/	1,170.78	1,170.78
2059	8/18/2023	00651	FRONTIER	209-188-0077-04	8/1/2023	PHONE SERVICE 8/1/23 - 8/3'	336.37	336.37
2060	8/18/2023	00069	SOUTHERN CALIFORNIA EDI	700440732476	8/11/2023	ELEC SERV / 6/30/23 - 8/8/23	20,082.62	
				700610392752	8/4/2023	ELECT SERV GRANDVIEW/ 6	344.76	20,427.38
57341	8/18/2023	00810	& ASSOCIATES, MAX PARKE	9715	8/10/2023	WEBSITE MAINTENANCE SE	250.00	250.00
57342	8/18/2023	00297	AT&T, ATT CALNET	000020332672	8/3/2023	PHONE SERVICE 7/03/23-8/02	509.27	509.27
57343	8/18/2023	00064	AT&T, ATT PAYMENT CENTER	960 461-1623 55	8/1/2023	PHONE SERVICE 8/01/2023-8	1,477.50	1,477.50
57344	8/18/2023	00017	CHEM PRO LABORATORY, IN	IN121901	8/1/2023	WATER TREATMENT SERVIC	91.50	91.50
57345	8/18/2023	00225	COMMLINE INC	0416321-IN	7/31/2023	COMMLINE INC - SUPPORT	15,000.00	
				0416670-IN	8/2/2023	COMMLINE INC BILLABLE PA	1,330.00	
				0416858-IN	8/3/2023	COMMLINE INC BILLABLE PA	698.28	
				0416665-IN	8/2/2023	COMMLINE INC BILLABLE PA	665.00	
				0416667-IN	8/2/2023	COMMLINE INC BILLABLE PA	665.00	
				0417268-IN	8/14/2023	COMMLINE INC BILLABLE PA	665.00	
				0417269-IN	8/7/2023	COMMLINE INC BILLABLE PA	665.00	19,688.28
57346	8/18/2023	01051	COMPASS GROUP USA INC, (SOC	142686	8/7/2023	EMPLOYEE COFFEE SERVIC	938.68	938.68
57347	8/18/2023	00101	CORDOVA, TONY	081823	8/18/2023	RETIREE MED PREM/SEPT 21	599.00	599.00
57348	8/18/2023	00081	COSTON, SHANDER	081823	8/18/2023	RETIREE MED PREM/SEPT 21	349.00	349.00
57349	8/18/2023	00879	CROWN CASTLE	1397798	8/1/2023	REDUNDANT INTERNET SER	1,100.00	1,100.00
57350	8/18/2023	00449	DIGI-KEY ELECTRONICS 2465	98986673	7/27/2023	DIGI-KEY ELECTRONICS BILL	948.77	948.77
57351	8/18/2023	00103	DIVINITY, TANJI	081823	8/18/2023	RETIREE MED PREM/SEPT 21	599.00	599.00
57352	8/18/2023	00785	EXPERIAN	CD2404002344	7/28/2023	CREDIT CHECK	32.00	32.00
57353	8/18/2023	00651	FRONTIER	7002Z664-S-232	8/5/2023	PHONE SERV 8/05/23-9/04/23	294.95	
				7002Z665-S-232	8/5/2023	PHONE SERV 8/05/23-9/04/23	202.74	497.69
57354	8/18/2023	00940	HAWKINS, JAMES	080723	8/7/2023	TUITION REIMB/FY 2023-24	1,060.00	1,060.00
57355	8/18/2023	00577	JESSICA RAMOS	2968	8/7/2023	VEHICLE MAINTENANCE & D	105.00	105.00
57356	8/18/2023	00799	LA UNIFORMS & TAILORING	17353	7/25/2023	UNIFORM SETS	231.19	231.19
57357	8/18/2023	00442	LAWSON PRODUCTS, INC.	9310799430	7/27/2023	LAWSON PRODUCTS BILLAB	323.24	
				9310816689	8/3/2023	LAWSON PRODUCTS BILLAB	99.05	
				9310809501	8/1/2023	LAWSON PRODUCTS BILLAB	78.66	500.95
57358	8/18/2023	00113	MARTIN, LISA	081823	8/18/2023	RETIREE MED PREM/SEPT 21	349.00	349.00

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
57359	8/18/2023	00331	MITSUBISHI ELECTRIC INC 461802	8/1/2023	HQ MAINTENANCE - ELEVATO	786.90	786.90
57360	8/18/2023	00047	MOTOROLA SOLUTIONS, INC 8281684149	8/3/2023	MOTOROLA SOLUTIONS INC	238.14	238.14
57361	8/18/2023	00819	OCCUPATIONAL HEALTH CEN 79994451	7/24/2023	PRE-EMPLOYMENT MEDICAL	407.00	407.00
57362	8/18/2023	01005	ORKIN PEST CONTROL 246630714	7/26/2023	HQ MAINTENANCE - PEST CO	63.99	63.99
57363	8/18/2023	00121	PINELA, ELIZABETH 081823	8/18/2023	RETIREE MED PREM/SEPT 20	599.00	599.00
57364	8/18/2023	00060	RIVERA, JOSE 081823	8/18/2023	RETIREE MED PREM/SEPT 20	605.21	605.21
57365	8/18/2023	00144	SAXE-CLIFFORD PHD, SUSAN 23-0803-4	8/3/2023	PRE-EMPLOYMENT PSYCHO	400.00	400.00
57366	8/18/2023	01032	SELECT SYSTEMS TECHNOL INV-2023-0571	8/14/2023	YEARLY MAINTENANCE REN	3,386.88	3,386.88
57367	8/18/2023	00145	SETINA MFG CO INC 269577	8/2/2023	SETINA MANUFACTURING CO	8,426.14	
			269249	7/27/2023	SETINA MANUFACTURING CO	3,894.56	12,320.70
57368	8/18/2023	00803	SPARKLETTS 18193479 08042	8/4/2023	HQ MAINTENACE - WATER F	53.99	53.99
57369	8/18/2023	00034	STEVENS, GARY 081823	8/18/2023	RETIREE MED PREM/SEPT 20	599.00	599.00
57370	8/18/2023	00171	VERIZON WIRELESS 9940331582	7/23/2023	DAC CHARGES HPD/ 6/24/23-	2,108.73	
			9940392875	7/23/2023	GPD DAC CHARGES/ 6/24/23-	1,755.25	
			9940316088	7/23/2023	MODEM SVC. MBPD/ 6/24/23-	976.50	
			9940316089	7/23/2023	MODEM SVC. MBPD/ 6/24/23-	78.02	4,918.50
57371	8/18/2023	00481	WAYTEK, INC. 3575784	7/26/2023	WAYTEK INC BILLABLE PART	2,001.58	2,001.58
57372	8/18/2023	01028	WESTIN AUTOMATIVE PROD 2105667	8/3/2023	WESTIN AUTOMATIVE BILLAI	1,443.00	1,443.00
Sub total for BANK OF THE WEST:							83,730.35

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
20636	8/25/2023	00219	INTERNAL REVENUE SERVIC Ben36828	8/25/2023	FEDERAL WITHHOLDING TAX	40,944.25	40,944.25
20637	8/25/2023	00223	EMPLOYMENT DEVEL DEPT Ben36832	8/25/2023	STATE DISABILITY INSURANCE	16,130.96	16,130.96
20638	8/25/2023	00222	STATE DISBURSEMENT UNIT Ben36836	8/25/2023	SUPPORT: PAYMENT	184.62	184.62
20639	8/25/2023	00058	CALPERS Ben36830	8/25/2023	PERS RETIREMENT: PAYMENT	36,980.99	36,980.99
20640	8/25/2023	00221	MISSIONSQUARE RETIREMENT BENEFITS Ben36826	8/25/2023	DEFERRED COMPENSATION	14,193.91	14,193.91
57373	8/25/2023	00002	AFLAC Ben36820	8/25/2023	AFLAC INSURANCE: PAYMENT	2,745.30	2,745.30
57374	8/25/2023	00217	CALIFORNIA TEAMSTERS UNION BENEFITS Ben36824	8/25/2023	UNION DUES TEAMSTERS: PAYMENT	1,521.00	1,521.00
57375	8/25/2023	00218	CWA LOCAL 9400 Ben36822	8/25/2023	UNION DUES CWA: PAYMENT	164.42	164.42
57376	8/25/2023	00996	WAGeworks INC., HEALTH BENEFITS Ben36834	8/25/2023	DEPENDENT CARE FSA: PAYMENT	740.45	740.45
Sub total for BANK OF THE WEST:							113,605.90

D-2

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

JUNE 20, 2023

A. CALL TO ORDER

The Executive Committee and the User Committee convened in a regular joint session at 2:04PM on Tuesday, June 20, 2023, on the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

B. ROLL CALL:

Present: City Manager Bruce Moe, City of Manhattan Beach
City Manager Von Norris, City of Hawthorne
City Manager Clint Osorio, City of Gardena
Captain Vincent Osorio, City of Gardena
Chief Mike Lang, City of Manhattan Beach
Chief Rachel Johnson, City of Manhattan Beach

Absent: Chief Gary Tomatani, City of Hawthorne
Chief Mike Saffell, City of Gardena
Operations Manager Shannon Kauffman

Also Present: Executive Director M. Ross Klun
Administrative Services Manager John Krok
Finance Manager Vanessa Alfaro
Executive Assistant Cristina Manley
General Counsel Jennifer Petrusis RWG Law

C. PUBLIC DISCUSSION

None.

D. EXECUTIVE COMMITTEE CONSENT CALENDAR

1. Minutes from May 16, 2023
APPROVED
2. Check Register – May 2023
APPROVED
3. Schedule of Fees and Charges for Fiscal Year 2023/24 as Described in Exhibit A of the Draft Resolution
CONSIDER WHETHER TO RECOMMEND THAT THE BOARD OF DIRECTORS ADOPT A RESOLUTION ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2023/24

MOTION: City Manager Norris moved to approve the Consent Calendar, item numbers 1 – 3. The motion was seconded by City Manager Osorio and passed by 3 – 0.

E. ITEMS REMOVED FROM THE CONSENT CALENDAR

None.

F. EXECUTIVE COMMITTEE GENERAL BUSINESS

1. Executive Approve FY 2023/24 Blanket Purchase Orders for Supplies and Services in a Total Amount Not-To-Exceed \$ 1,438,242

APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE PURCHASE ORDERS

MOTION: City Manager Moe moved to approve item numbers 1, the motion was seconded by City Manager Norris and passed 3 - 0.

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

PROVIDE DIRECTION

Executive Director Klun provided an overview of status of Mark 43. A total of seven years from the initial RFP, selection of the product and up to now. Authority currently has had a contract with Mark43 for over a year. Project has moved along but some significant issues with the CAD on the law enforcement side remain. Highlights of Mark 43 – Dex interface (State warrant management system) incomplete, no movement since October of 2022. Other law enforcement agencies in that State have requested the delivery of this interface and Mark43 unable to deliver thus far. It is a critical feature that is needed for CAD. Mark43 is not able to provide a premise history or hazard history based on an apartment or suite number unit. Our current CAD is able to provide history. Lacking on site support service (scheduled on site visit end of August 2023). Go-live date scheduled for Q1 2024. Newspaper article published last week, police software crashes forced East Bay dispatchers to hand write call info. We are looking for guidance and direction from the Executive Committee but at this point we are no longer confident that Mark43 is able to deliver a product to meet needs for the Authority. Discussed with general council on different options to exist out of the contract with Mark 43, recommendation to terminate contract for convenience.

City Manager Norris wanted to know timeline from producing an RFP and receiving proposals to review. Jennifer Petrusis recommended not to issue an RFP until we given notice of termination (180 days' notice). Next meeting – Agenda to discuss potential termination of Mark43 contract.

Chief Johnson commented on the usage of RMS for Manhattan Beach and concerned on the impacts of Mark43. Would like to have further discussion on potential impacts for Manhattan Beach.

Director Klun discussed the letter received in October 2022 with a list of items that Mark43 would deliver. Unfulfilled promises. Based on information provided, schedule a Special Executive and User Committee Meeting discuss impacts of possible termination.

3. Executive Director's Update on Staffing and Recruitment

RECEIVE AND FILE

Executive Director Klun provided an overview on staffing and recruitment. Staffing levels are at 90%. Recruitment efforts remain strong, 11 of 12 are currently in training.

G. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from May 16, 2023

APPROVED

MOTION: Captain Osorio moved to approve the Consent Calendar. The motion was seconded by Chief Johnson and passed 3 – 0.

H. **ITEMS REOMOVED FROM THE CONSENT CALENDAR**

None.

I. **EXECUTIVE DIRECTOR’S REPORT**

Executive Director Klun informed the group about July meeting will be annual elections for the Board, Executive and User Committee. In February, Klun informed the committee about applied for APCO’s Certified Public-Safety Executive (CPE) Program - International leaders in Public Safety Communications (Post-grad Program). Klun selected for the program which starts in July 2023.

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

Chief Lang requested discussion on PulsePoint software for a future agenda.

K. **ADJOURMENT**

The meeting was adjourned at 2:26PM.

D-3

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

JUNE 28, 2023

A. CALL TO ORDER

The Executive Committee and the User Committee convened in a special joint session at 3:04PM on Wednesday, June 28, 2023, in the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

ROLL CALL

Present: City Manager Vontray Norris, City of Hawthorne
City Manager Bruce Moe, City of Manhattan Beach
Chief Mike Saffell, Gardena Police Department
Chief Gary Tomatani, Hawthorne Police Department
Chief Rachel Johnson, Manhattan Beach Police Department
Chief Mike Lang, Manhattan Beach Fire Department

Absent: City Manager Clint Osorio, Gardena

Also Present: Executive Director M. Ross Klun
Jennifer Petrusis, RWG Law

C. PUBLIC DISCUSSION

None.

D. EXECUTIVE COMMITTEE GENERAL BUSINESS

1. Discussion Regarding Status of Mark43 Project, the Software Services and License Agreement with Mark43, Whether to Terminate the Agreement, and Other Options for CAD Software and Professional Services

PROVIDE DIRECTION

MOTION: City Manager Moe moved to terminate RCC contract with Mark43, utilizing the termination for convenience clause for provision. Immediately begin the process for procuring a replacement CAD, including hiring a consultant to facilitate the selection and specification development. Motion to authorize a standing committee for six months to establish an Ad Hoc Committee to assist Executive Committee in selecting a computer aided dispatch consultant. The motion was seconded by Chief Saffell. Passed 3-0.

E. EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS

City Manager Norris, requested for a report to be given moving forward with the progression of an RFP with timelines and expectations.

Group discussion on meeting the needs for police and fire new CAD system. Critical to look at all options when vetting a CAD system.

F. **ADJOURNMENT**

The meeting was adjourned at 3:23PM.

D-4

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

JULY 18, 2023

A. CALL TO ORDER

The Board of Directors, the Executive Committee and the User Committee convened in a special joint session at 2:02PM on Tuesday, July 18, 2023, in the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

ROLL CALL

Present: Councilmember Rodney Tanaka, City of Gardena
Councilmember David Lesser, City of Manhattan Beach
Councilmember Alex Monteiro, City of Hawthorne
City Manager Vontray Norris, City of Hawthorne
City Manager Bruce Moe, City of Manhattan Beach
Chief Mike Saffell, Gardena Police Department
Chief Gary Tomatani, Hawthorne Police Department
Captain Christian Eichenlaud, Manhattan Beach

Absent: Chief Mike Lang, Manhattan Beach Fire Department
Chief Rachel Johnson, Manhattan Beach Police Department
City Manager Clint Osorio, Gardena

Also Present: Executive Director M. Ross Klun
Operations Manager Shannon Kauffman
Administrative Services Manager John Krok
Finance Manager Vanessa Alfaro
Executive Assistant Cristina Manley
Jennifer Petrusis RWG Law
IT Manager HPD Josh Armstrong

C. PUBLIC DISCUSSION

None.

**D. ELECTION OF THE BOARD OF DIRECTORS CHAIRPERSON AND VICE-CHAIRPERSON FOR FISCAL YEAR
2023–2024**

MOTION: Councilmember Lesser moved to nominate Councilmember Tanaka to serve as Chairperson of the Board of Directors during Fiscal Year 2023-2024. The motion was seconded by Councilmember Monteiro and passed 3 – 0.

MOTION: Councilmember Tanaka moved to nominate Councilmember David Lesser to serve as Vice-Chairperson of the Board of Directors during Fiscal Year 2023-2024. The motion was seconded by Councilmember Monteiro and passed 3 – 0.

E. **BOARD OF DIRECTORS CONSENT CALENDAR**

1. Minutes from March 21, 2023
APPROVED
2. Schedule of Fees and Charges for Fiscal Year 2023/24 as Described in Exhibit A of the Draft Resolution
ADOPT A RESOLUTION ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2023/24
3. Carry Over to FY2023/24 of Purchase Orders Issued in FY2022/23 for Xcel Mechanical Systems Inc., and On Power Industries LLC., and Encumbered Funds Totaling \$155,604.88
APPROVE CARRY OVER OF FUNDS
4. Updated Publicly Available Pay Schedule
APPROVE AND ADOPT

MOTION: Councilmember Tanka moved to approve the Board of Directors' Consent Calendar as written. The motion was seconded by Councilmember Monteiro and passed 3-0.

F. **ITEMS REMOVED FROM CONSENT CALENDAR**

None.

G. **BOARD OF DIRECTORS GENERAL BUSINESS**

1. Executive Director's Report on the July 9th Power Outage at the Communications Center; the Effects on the Generator, Radio System, and CAD system; and Recommendations for Preventing or Mitigating Effects of a Similar Failure in the Future
DISCUSS POSSIBLE POLICY ADOPTION AND PROVIDE DIRECTION

Executive Director provided a Power Point presentation Power Outage and Generator Malfunction. Summarized a timeline from an Edison Electric initiates a scheduled power outage, to a full recovery (power out 10 minutes, restored for 20 minutes, power out again for 17 minutes, power finally restored at 21:29). Full recovery from the event lasted into the morning on Monday. Various computer network systems needed to be rebooted and brought back online in specific order, due to the abrupt power loss. CAD "manual mode incidents needed to be entered into CAD. Vendors remained on site checking equipment and looking for any related issues due to the commercial power outage. Discussed in detail of the Day Tank and discussions followed of a replacement within the next three years from a recent facility assessment findings. The generator runs on fuel coming directly from the Day Tank. The larger 6,000 storage tank feeds the Day tank. The Day Tank supplies the generator. October 2022 was a full checkup, no deficiencies found. April 2023 was a routine checkup, deficiencies were noted with the Day Tank. A replacement Day Tank was ordered and will not arrive for several more weeks. These measures resolve the root cause of the generator furl problem. RCC has 4 layers of radio communications for backup and the 3rd lay are the "Doomsday" radios at each dispatch console within RCC. More cell phones, and purchasing

portable power banks to charge them and loading critical information into cloud-based drive for access from Authority's mobile devices and laptops. This event on Sunday is the first of its kind at the Authority. No one can recall ever having such an occurrence in over 25 years. The generator company said what happened was unusual and rare. Having a single standby generator is most common at critical facilities but is also a single point-of-failure. Discussed options to mitigate measures and protocols refinements seems to reasonably address what happened.

Councilmember Lesser shared concerns/discussions that he had with the User Committee. If the Board would agree, to direct the User Committee to have the ability to bring on a third party to evaluate the resiliency of headquarters and protocols relative to power outages and disasters. The User Committee input from the users themselves to make that determination.

City Manager Moe requested to be notified directly of such occurrence. All boards showed be notified and W/C.

Councilmember Tanka discussed options for the Day Tank and Fuel (failed due to mechanical problems) our system failed. Consider looking at fuel as an option. Manager Krok mentioned getting a quote re-piping and replacement of Day Tank.

MOTION: Councilmember Lesser moved for the Board directing the User Committee to consider using a 3rd party consultant to evaluate the resiliency of the Authority's headquarters facility and protocols relative to power outages and disasters. The motion was seconded by Councilmember Monteiro and passed 3 - 0

2nd MOTION: Councilmember Tanka moved to approve Executive Committee and Board of Directors get notified anytime there's a significant disruption of service or any major events at RCC. The motion was seconded by Councilmember Monteiro and passed 3 - 0

2. Resolution Adopting Updated Assessments for Fiscal Year 2023-2024 and Corresponding Assessment Schedule and Authorizing Authority to Utilize Fund Balance of \$19,186 to Offset Assessment Increases, an Overall Increase of \$13,292 From the March Adopted Assessments

Finance Manager Alfaro discussed in detail the variation of numbers/percentages for each city and the increases. The revised assessments total for FY24 is \$13,243,872, of which the Authority will bill member and contract cities \$13,224,686, or \$19,186 less that will be offset by the Authority's Enterprise fund balance. In comparison to the original assessments total adopted on March 21, 2023, the Authority will collect \$13,292 less, which is the decrease in assessment for Culver City.

ADOPT A RESOLUTION ADOPTING UPDATED ASSESSMENTS AND CORRESPONDING ASSESSMENT SCHEDULE AND AUTHORIZING OFFSET

MOTION: Councilmember Tanka moved to approve Resolution Adopting Updates Assessments for Fiscal Year 2023-2024. The motion was seconded by Councilmember Lesser and passed 3 – 0

H. **ELECTION OF THE EXECUTIVE COMMITTEE CHAIRPERSON AND VICE-CHAIRPERSON FOR FISCAL YEAR 2023-2024**

MOTION: City Manager Norris moved to nominate City Manager Osorio to serve as Chairperson of the Executive Committee, seconded by City Manager Moe, and passed by unanimous roll call vote.

MOTION: City Manager Norris moved to nominate City Manager Norris to serve as Vice-Chairperson of the Executive Committee during Fiscal Year 2023-2024. The motion was seconded by City Manager Moe and passed by unanimous roll call vote.

I. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Check Register – June 2023
RECEIVE AND FILE
2. Authorize the Executive Director to Bind and Approve FY 2023/24 Insurance Policies Proposed by Alliant Insurance Services, Inc. for Insurance Necessary to Protect the Authority and its Member Agencies; and Approve Purchase Orders Associated With 2023/24 Insurance Policies Proposed by Alliant Insurance Services, Inc. in an Amount Not- To-Exceed \$357,744
AUTHORIZE EXECUTIVE DIRECTOR TO BIND AND APPROVE INSURANCE POLICIES AND APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE PURCHASE ORDERS
3. Resolution Establishing Ad Hoc Committee to Assist Executive Committee in Selecting a Computer Aided Dispatch Consultant
ADOPT RESOLUTION ESTABLISHING AD HOC COMMITTEE

MOTION: Chief Saffell moved to approve the Executive Committee Consent Calendar items 1- 3. The motion was seconded by City Manager Moe and passed 3 - 0

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

None.

K. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Executive Director’s Update on Staffing and Recruitment
RECEIVE AND FILE

Director Klun provided a staffing report with our recruitment. Two candidates in backgrounds.

L. **ELECTION OF THE USER COMMITTEE CHAIRPERSON AND VICE-CHAIRPERSON FOR FISCAL YEAR 2023-2024**

MOTION: Chief Saffell moved to nominate Chief Lang to serve as Chairperson of the User Committee during Fiscal Year 2023-2024. The motion was seconded by Captain Eichenlaud and passed 3 – 0.

MOTION: Chief Saffell moved to nominate Chief Saffell to serve as Vice-Chairperson of the User Committee during Fiscal Year 2023-2024. The motion was seconded by Captain Eichenlaud and passed 3 – 0.

M. **USER COMMITTEE CONSENT CALENDAR**

None.

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

None.

O. **USER COMMITTEE GENERAL BUSINESS**

1. Consider Using PulsePoint Community Notification Software for Fire Department Dispatch Needs at South Bay Regional Public Communications Authority
PROVIDE DIRECTION

Director Klun shared Chief Lang’s proposal to the Authority to take on a service called PulsePoint. Phone application, interfaces with our dispatch CAD system and provides information to the public through APP. County has been using this service for a few years. The main purpose is to alert folks who have medical training that know CPR of a cardiac arrest near them so they can respond in public places. Public can get notified of a cardiac arrest in real-time in public places and respond. Operational side, PulsePoint it does not add any work load to dispatchers. Our CAD system currently does not provide that real-time feed into that PulsePoint application, it would require additional manual intervention from dispatchers.

MOTION: Chief Saffell moved forward with the technical aspect of PulsePoint to see the feasibility of this project and report to the User Committee on its finding. The motion was seconded by Captain Eichenlaud and passed 3 - 0

P. **EXECUTIVE DIRECTOR’S REPORT**

Director Klun reported that the CAD letter of termination was sent out last month. Our official end date, allowing for 180 days to pass, is January 2, 2024. Update on the CAD consultant Ad

Hoc committee. Invitations have been sent to all nine agencies, seven agencies have provided their choice. Select a CAD consultant by RFP.

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

Councilmember Lesser requested a full report of history of Mark43 – steps moving forward. Organizational documents on the website – post bylaws and JPA documents.

R. **ADJOURNMENT**

The meeting was adjourned at 3:02PM.

D-5



Agenda Item Report

South Bay Regional Public Communications Authority

MEETING DATE: September 19, 2023

ITEM: D-5

TO: Executive Committee

FROM: Ross Klun, Executive Director

SUBJECT: TERMINATION AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND MARK43, INC.

ATTACHMENTS: 1. Termination Agreement

RECOMMENDATION

That the Executive Committee consider and approve the attached Termination Agreement with Mark43, Inc. and authorize the Executive Director to sign the Agreement on behalf of the Authority.

DISCUSSION

On June 28, 2023, the Executive Committee discussed the status of the Mark43 project and decided that the Authority should terminate its agreement with Mark43 and that termination should be on the basis of convenience. The next day, the Authority's General Counsel for the Authority sent a written notice of termination for convenience to Mark43. The provisions of the agreement require 180 days' notice for a termination for convenience. Calculating 180 days from the date Mark43 received the notice, the termination is effective January 2, 2024.

Staff believes an earlier effective termination date is desirable so that the Authority can move forward with searching for, contracting for, and implementing new computer aided dispatch software and professional services. Accordingly, Executive Director Klun negotiated with Mark43 an earlier effective termination date. Attached to this Staff Report is a draft Termination Agreement that provides for an earlier effective termination date of September 19, 2023.

FISCAL IMPACT

There is no fiscal impact if the Termination Agreement is approved and executed.

D-5

Attachment 1

TERMINATION AGREEMENT

This Termination Agreement, dated as of September 19, 2023 (the “**Termination Agreement**”), between Mark43, Inc., a Delaware corporation having its principal place of business at 250 Hudson Street, 3rd Floor, New York, NY 10013 (“**Mark43**”), and the South Bay Regional Public Communications Authority, Hawthorne, CA 90250 (“**RCC**”), and together with Mark43, the “**Parties**,” and each, a “**Party**”).

WHEREAS, the Parties have entered into a Software License and Services Agreement, dated as of February 16, 2022 (the “**Agreement**”); and

WHEREAS, the Parties hereto desire to terminate the Agreement on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms used and not defined in this Termination Agreement have the respective meanings assigned to them in the Agreement.
2. Termination of the Agreement. Subject to the terms and conditions of this Termination Agreement, the Agreement is hereby terminated as of September 19, 2023 (the “**Termination Date**”). From and after the Termination Date, the Agreement will be of no further force or effect, and the rights and obligations of each of the Parties thereunder shall terminate, except for (a) any rights and obligations of the Parties that are expressly designated under Section 4.4 of the Agreement to survive the termination thereof and (b) any other rights and obligations of the Parties that come into being or effect upon the termination of the Agreement.
3. Deletion of Mark43 Proprietary Material. As material consideration for the covenants, agreements, and undertakings of the Parties under this Termination Agreement, within ten (10) business days following the Termination Date, RCC shall permanently delete or destroy and, upon Mark43’s written request, provide written certification of deletion or destruction of any proprietary materials provided by Mark43 to RCC pursuant to the Agreement, including but not limited to user guides, training materials and kickoff decks. Nothing in this Section 3 shall affect RCC’s obligation to comply with State records retention requirements.
4. Mutual Release.
 - (a) In consideration of the covenants, agreements, and undertakings of the Parties under this Termination Agreement, each Party, on behalf of itself and its respective present and former parents, subsidiaries, Affiliates, officers, directors, shareholders, members, successors, and assigns (collectively, “**Releasors**”) hereby releases, waives, and forever discharges the other Party and its respective present and former, direct and indirect, parents, subsidiaries, Affiliates, employees, officers, directors, shareholders,

members, agents, /representatives, permitted successors, and permitted assigns (collectively, “**Releasees**”) of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty, or equity (collectively, “**Claims**”), which any of such Releasers ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time through the date of this Termination Agreement arising out of or relating to the Agreement, except for any Claims relating to rights and obligations preserved by, created by, or otherwise arising out of this Termination Agreement.

(b) Each Party, on behalf of itself and each of its respective Releasers, understands that it may later discover Claims or facts that may be different than, or in addition to, those that it or any other Releaser now knows or believes to exist regarding the subject matter of the release contained in this Termination Agreement, and which, if known at the time of signing this Termination Agreement, may have materially affected this Termination Agreement and such Party's decision to enter into it and grant the release contained in Termination Agreement. Nevertheless, the Releasers intend to fully, finally and forever settle and release all Claims that now exist, may exist or previously existed, as set forth in the release contained in this Termination Agreement, whether known or unknown, foreseen or unforeseen, or suspected or unsuspected, and the release given herein is and will remain in effect as a complete release, notwithstanding the discovery or existence of such additional or different facts. The Releasers hereby waive any right or Claim that might arise as a result of such different or additional Claims or facts.

(c) WAIVER OF CIVIL CODE SECTION 1542

With respect to the released Claims, the Parties expressly waive any and all rights, which they may have under the provisions of section 1542 of the California Civil Code, which section reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

Thus, with knowledge of the provisions of section 1542, and for the purpose of implementing a full and complete release of the Claims, the Parties acknowledge that this Agreement is intended to include in its effect, without limitation, all of the Claims that were or could have been raised, even those which the Parties did not know of or suspect to exist in its favor at the time of execution of this Agreement and that this Agreement

contemplates extinguishment of all such Claims that were or could have been raised, even those which would have materially affected the Parties decision to enter into this Agreement.

5. Representations and Warranties. Each Party hereby represents and warrants to the other Party that:

(a) It has the full right, power, and authority to enter into this Termination Agreement and to perform its obligations hereunder.

(b) The execution of this Termination Agreement by the individual whose signature is set forth at the end of this Termination Agreement on behalf of such Party, and the delivery of this Termination Agreement by such Party, have been duly authorized by all necessary action on the part of such Party.

(c) This Termination Agreement has been executed and delivered by such Party and (assuming due authorization, execution, and delivery by the other Party hereto) constitutes the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

(d) It (i) knows of no Claims against the other Party relating to or arising out of the Agreement that are not covered by the release in Section 4 above and (ii) has neither assigned nor transferred any of the Claims released herein to any person or entity and no person or entity has subrogated to or has any interest or rights in any Claims.

(e) EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE AGREEMENT AND IN THIS SECTION 5 OF THIS TERMINATION AGREEMENT, (A) NEITHER PARTY HERETO NOR ANY PERSON ON SUCH PARTY'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (B) EACH PARTY HERETO ACKNOWLEDGES THAT, IN ENTERING INTO THIS TERMINATION AGREEMENT, IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY THE OTHER PARTY, OR ANY OTHER PERSON ON SUCH OTHER PARTY'S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 5.

6. Confidentiality. Subject to the terms and conditions of Section 7(a), each Party acknowledges the confidential nature of the terms and conditions of this Termination Agreement (collectively, the "**Confidential Information**") and agrees that it shall not (a) disclose any of

such Confidential Information to any person or entity, except to such Party's employees, advisors and other representatives who need to know the Confidential Information to assist such Party, or act on its behalf, to exercise its rights or perform its obligations under this Termination Agreement, or, or as required by law including the California Public Records Act, subpoena, or court order, or (b) use the Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Termination Agreement. Each Party shall be responsible for any breach of this Section 6 caused by any of its employees, advisors, or other representatives. Notwithstanding the foregoing, if any Confidential Information is permissibly disclosed pursuant to Section 7(a), such information will no longer be deemed "Confidential Information" for the purposes of this Section 6.

7. Publicity and Announcements.

(a) Except as required by law including the California Public Records Act, subpoena, or court order, neither Party shall (orally or in writing) publicly disclose or issue any press release or make any other public statement, or otherwise communicate with the media, concerning the existence of this Termination Agreement or the subject matter hereof, without the prior written approval of the other Party, except to the extent that such Party is required to make any public disclosure or filing with respect to the subject matter of this Termination Agreement by Applicable Law.

(b) Except as required by law including the California Public Records Act, subpoena, or court order, during the period beginning on the full execution of this Termination Agreement and ending on the fifth anniversary of the Termination Date, neither Party shall make, publish, or communicate to any person or entity or in any public forum any comments or statements (written or oral) that denigrate or disparage, or are detrimental to, the reputation or stature of the other Party or its businesses, or any of its employees, directors and officers, and existing and prospective customers, suppliers, investors and other associated third parties.

8. Miscellaneous.

(a) All notices, requests, consents, claims, demands, waivers, summons, and other legal process, and other similar types of communications hereunder (each, a "Notice") must be in writing and addressed to the relevant Party at the address set forth on the first page of this Termination Agreement (or to such other address that may be designated by the receiving Party from time to time in accordance with this Section 8(a)). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (i) upon receipt by the receiving Party and (ii) if the Party giving the Notice has complied with the requirements of this Section 8(a).

(b) This Termination Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of California, without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of California. Venue for any legal action arising out of this Agreement shall be the County of Los Angeles, California.

(c) This Termination Agreement and each of the terms and provisions hereof may only be amended, modified, waived, or supplemented by an agreement in writing signed by each Party.

(d) Neither Party may assign, transfer, or delegate any or all of its rights or obligations under this Termination Agreement without the prior written consent of the other party; provided, however, that Mark43 may assign this Termination Agreement to an Affiliate, a successor-in-interest by consolidation, merger, or operation of law or to a purchaser of all or substantially all of Mark43's assets. No assignment will relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing will be null and void. This Termination Agreement will inure to the benefit of and be binding upon each of the Parties and each of their respective permitted successors and permitted assigns.

(e) The Parties drafted this Termination Agreement without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

(f) If any term or provision of this Termination Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Termination Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Termination Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) Each of the Parties shall, from time to time at the request of the other Party, furnish the other Party such further information or assurances, execute and deliver such additional documents, instruments and conveyances, and take such other actions and do such other things, as may be reasonably necessary to carry out the provisions of this Termination Agreement and give effect to the transactions contemplated hereby.

(h) Each Party acknowledges and agrees that (i) a breach or threatened breach by such party of any of its obligations under this Termination Agreement would give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (ii) in the event of a breach or a threatened breach by such Party of

any such obligations, the other Party will, in addition to any and all other rights and remedies that may be available to such party at law, in equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy. Each Party agrees that it shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section 8(h).

(i) This Termination Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(j) This Termination Agreement may be executed in counterparts, each of which is deemed an original, but all of which constitutes one and the same agreement. Delivery of an executed counterpart of this Termination Agreement electronically or by facsimile shall be effective as delivery of an original executed counterpart of this Termination Agreement.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the date first written above.

MARK43, INC.

By _____

Name:

Title:

By _____

Name:

Title:

SOUTH BAY REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY

By _____

Name:

Title:

D-6



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: September 19, 2023

ITEM NUMBER: D - 6

TO: Executive Committee

FROM: Ross Klun, Executive Director
Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: FY 2022-23 BUDGET PERFORMANCE REPORT – Q4

ATTACHMENTS:

1. Revenue Status Report
2. Expenditure Status Report

RECOMMENDATION

Staff recommends that the Executive Committee receive and file the Fiscal Year 2022-2023 Budget Performance Report for the period July 1, 2022 through June 30, 2023.

DISCUSSION

Staff has analyzed the Authority's financial activities through June 30, 2023. The Authority received 100% of its assessment revenues from its member and contract cities in accordance with the FY22-23 budget adopted by the Board of Directors in March 2022. In addition, the Authority accrued 100% of its revenue for Technical Services Division Workload Support. Total revenues of \$13,288,245 represents 98.7% of expected revenues (Attachment #1) for FY23.

As it relates to expenses (Attachment #2), a total of \$11,568,801 has been expended from the Enterprise Fund, which represents 91.2% of the budget through the end of the fiscal year.

Expenses for salary and benefits accounted for 91% of their budgeted amounts, across all departments. Expenses for supplies, services and equipment accounted for 92.1% of their budgeted amounts, across all departments.

Notable expenses include the CalPERS unfunded actuarial liability (UAL) lump sum payment of \$676,566 for fiscal year 2022-23, the CalPERS Additional Discretionary Payment (ADP) of \$261,563 towards the Authority's UAL, a Section 115 trust contribution of \$192,691 towards the Authority's Other Postemployment Benefits (OPEB) liability, and the Authority's liability and workers' compensation insurance premiums totaling approximately \$341,537.

Due to budgeted Capital Improvement Projects (CIP) that are ongoing, staff received approval from the Board of Directors in July 2023 to carryforward encumbered funds of \$155,604.88 from the \$200,000 CIP budget to FY24.

The Authority will work with its auditors in the upcoming months to complete the fiscal year-end closing process and develop the audited financial statements, expected to be available by January. This work is likely to result in final fiscal year-end adjustments that will affect the year-end balance.

Staff is currently undergoing a capital needs assessment to develop a five-year CIP plan and thus recommends any budget surplus funds are retained in fund balance until then.

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

Department	Adjusted Appropriation	Year-to-date Expenses	Percent Used	Year-to-date Encumbrances	Balance	Percent Used (w/ encumbrances)
SALARY & BENEFITS						
Administration	\$ 1,349,947	\$ 1,264,594	93.7%	\$ -	\$ 85,353	93.7%
Operations	7,922,665	7,285,395	92.0%	-	637,270	92.0%
Technical Services	772,540	586,280	75.9%	-	186,260	75.9%
Salary & Benefits Total	\$ 10,045,152	\$ 9,136,269	91.0%	\$ -	\$ 908,883	91.0%
SUPPLIES, SERVICES & EQUIPMENT						
Administration	\$ 1,134,460	\$ 1,078,678	95.1%	\$ -	\$ 55,782	95.1%
Operations	210,865	154,148	73.1%	-	56,717	73.1%
Technical Services	1,250,677	1,159,003	92.7%	-	91,674	92.7%
Total	\$ 2,596,002	\$ 2,391,828	92.1%	\$ -	\$ 204,174	92.1%
CAPITAL IMPROV. PROJECTS						
	\$ 44,395	\$ 40,704	91.7%	\$ -	\$ 3,691	91.7%
ENTERPRISE FUND TOTAL						
	\$ 12,685,549	\$ 11,568,801	91.2%	\$ -	\$1,116,748	91.2%

FISCAL IMPACT

Total revenues of \$13,288,245 exceeded expenses of \$11,568,801 by \$1.7 million, or approximately \$1 million more than the projected surplus for FY23, mainly due to vacancies. As result, staff will be incorporating allowances for vacancies (i.e. a vacancy factor) starting with the FY24-25 budget year.

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Attachment 1

Revenue Status Report

SOUTH BAY REGIONAL PCA
 7/1/2022 through 6/30/2023

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
10-50 Administration					
10-50-111 Administration					
10-50-111-4110 Gardena	2,233,811.00	2,233,811.00	2,233,811.00	0.00	100.00
10-50-111-4120 Hawthorne	2,729,338.00	2,729,338.00	2,729,338.00	0.00	100.00
10-50-111-4130 Manhattan Beach	1,606,565.00	1,606,565.00	1,606,565.00	0.00	100.00
10-50-111-4140 Hermosa Beach	798,138.00	798,138.00	798,138.00	0.00	100.00
10-50-111-4145 El Segundo	1,869,811.00	1,869,811.00	1,869,811.00	0.00	100.00
10-50-111-4146 Culver City Assessment	2,762,991.00	2,762,991.00	2,762,991.00	0.00	100.00
10-50-111-4150 El Camino Community College	790.00	0.00	0.00	790.00	0.00
10-50-111-4153 Medical Director Service/Manhattan Beach	30,500.00	30,500.00	30,500.00	0.00	100.00
10-50-111-4210 Investment Earnings (LAIF)	30,000.00	161,304.69	161,304.69	-131,304.69	537.68
10-50-111-4220 POST Reimbursements	5,000.00	0.00	0.00	5,000.00	0.00
10-50-111-4240 911 Reimbursements	5,000.00	0.00	0.00	5,000.00	0.00
10-50-111-4241 Redondo Beach Maintenance Agreement	13,000.00	10,237.50	10,237.50	2,762.50	78.75
10-50-111-4255 Unrealized Gain/Loss on Investments	0.00	58,816.79	58,816.79	-58,816.79	0.00
10-50-111-4430 Other Miscellaneous Revenue	2,500.00	15,536.31	15,536.31	-13,036.31	621.45
Total Administration	12,087,444.00	12,277,049.29	12,277,049.29	-189,605.29	101.57
10-60 Operations					
10-60-211 Communications Center					
10-60-211-4215 DUI Reimbursement-Overtime	1,000.00	0.00	0.00	1,000.00	0.00
10-60-211-4435 Reimbursements Sprint Wireless	1,200.00	0.00	0.00	1,200.00	0.00

Revenue Status Report

SOUTH BAY REGIONAL PCA
 7/1/2022 through 6/30/2023

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
10-60-211-4440 Reimbursements/Verizon Wireless	60,000.00	56,412.08	56,412.08	3,587.92	94.02
Total Operations	62,200.00	56,412.08	56,412.08	5,787.92	90.69
10-70 Technical Services					
10-70-311 Technical Services					
10-70-311-4310 Labor-Installation-Member	305,134.00	502,846.76	502,846.76	-197,712.76	164.80
10-70-311-4320 Labor-Installation-Non Member	260,657.00	62,944.24	62,944.24	197,712.76	24.15
10-70-311-4360 Reimbursements for Billable Parts	700,000.00	336,300.16	336,300.16	363,699.84	48.04
10-70-311-4370 Reimbursements for GST Software	55,327.00	52,692.00	52,692.00	2,635.00	95.24
Total Technical Services	1,321,118.00	954,783.16	954,783.16	366,334.84	72.27
Total SBRPCA Enterprise Fund	13,470,762.00	13,288,244.53	13,288,244.53	182,517.47	98.65

Revenue Status Report

SOUTH BAY REGIONAL PCA
 7/1/2022 through 6/30/2023

20 Grant Fund

<u>Account Number</u>	<u>Adjusted Estimate</u>	<u>Revenues</u>	<u>Year-to-date Revenues</u>	<u>Balance</u>	<u>Prct Rcvd</u>
20-80 Capital Infrastructure Projects					
20-80-458 COVID-19					
Total Grant Fund	0.00	0.00	0.00	0.00	0.00
Grand Total	13,470,762.00	13,288,244.53	13,288,244.53	182,517.47	98.65

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Attachment 2

Expenditure Status Report

**SOUTH BAY REGIONAL PCA
 7/1/2022 through 6/30/2023**

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
50 Administration						
50-100 Administration						
50-100-5000 Expenditures						
50-111-5101 Salaries (Full-Time)	906,839.00	829,803.96	829,803.96	0.00	77,035.04	91.51
50-111-5102 Salaries (Part-Time)	30,000.00	53,394.98	53,394.98	0.00	-23,394.98	177.98
50-111-5103 Overtime	0.00	614.04	614.04	0.00	-614.04	0.00
50-111-5104 Acting Pay	6,218.00	90.72	90.72	0.00	6,127.28	1.46
50-111-5107 Longevity Pay	2,450.00	2,450.00	2,450.00	0.00	0.00	100.00
50-111-5108 Sick Leave Payoff	35,969.00	20,915.15	20,915.15	0.00	15,053.85	58.15
50-111-5109 Vacation Leave Payoff	32,939.00	23,466.76	23,466.76	0.00	9,472.24	71.24
50-111-5112 Other Pay	13,000.00	2,883.75	2,883.75	0.00	10,116.25	22.18
50-111-5201 Medical Insurance	95,812.00	70,819.20	70,819.20	0.00	24,992.80	73.91
50-111-5202 Dental Insurance	8,988.00	9,633.42	9,633.42	0.00	-645.42	107.18
50-111-5203 Vision Insurance	2,226.00	1,916.64	1,916.64	0.00	309.36	86.10
50-111-5204 Life Insurance	936.00	1,054.00	1,054.00	0.00	-118.00	112.61
50-111-5205 Medicare	14,461.00	13,639.84	13,639.84	0.00	821.16	94.32
50-111-5207 Workers' Compensation	8,454.00	6,653.00	6,653.00	0.00	1,801.00	78.70
50-111-5208 PERS Contributions	92,307.00	84,711.47	84,711.47	0.00	7,595.53	91.77
50-111-5209 Retirees' Medical Insurance	6,000.00	5,443.36	5,443.36	0.00	556.64	90.72
50-111-5211 Social Security	0.00	179.72	179.72	0.00	-179.72	0.00
50-111-5212 Deferred Comp Matching Benefit	21,600.00	25,340.00	25,340.00	0.00	-3,740.00	117.31
50-111-5219 PERS Contributions-UAL	71,748.00	111,583.62	111,583.62	0.00	-39,835.62	155.52
50-111-5220 FSA Expense	0.00	220.50	220.50	0.00	-220.50	0.00
50-111-5301 Communications Contract Services	48,000.00	28,303.96	28,303.96	0.00	19,696.04	58.97
50-111-5302 Computer Contract Services/CAD-Tiburon	55,000.00	55,000.00	55,000.00	0.00	0.00	100.00
50-111-5304 Accounting/Auditing Services	33,000.00	14,850.00	14,850.00	0.00	18,150.00	45.00
50-111-5305 Legal Services	100,000.00	81,215.63	81,215.63	0.00	18,784.37	81.22
50-111-5306 Recruitment Costs	61,645.00	55,796.45	55,796.45	0.00	5,848.55	90.51
50-111-5307 Software Maintenance Services	76,550.00	67,201.87	67,201.87	0.00	9,348.13	87.79
50-111-5308 Banking Services (Fees)	7,500.00	9,611.26	9,611.26	0.00	-2,111.26	128.15

Expenditure Status Report

SOUTH BAY REGIONAL PCA
 7/1/2022 through 6/30/2023

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
50-111-5309 Online/Website Maintenance Services	7,500.00	4,450.57	4,450.57	0.00	3,049.43	59.34
50-111-5312 Medical Director Services/Paramedics	30,500.00	30,500.00	30,500.00	0.00	0.00	100.00
50-111-5313 Temporary Staffing Services	20,000.00	1,221.00	1,221.00	0.00	18,779.00	6.11
50-111-5401 Memberships & Dues	840.00	1,228.39	1,228.39	0.00	-388.39	146.24
50-111-5402 Publications	750.00	1,051.09	1,051.09	0.00	-301.09	140.15
50-111-5403 Conferences, Meetings & Travel	16,725.00	12,686.94	12,686.94	0.00	4,038.06	75.86
50-111-5404 Employee Services/EC-BOD	7,500.00	2,971.63	2,971.63	0.00	4,528.37	39.62
50-111-5405 Employee Awards	500.00	0.00	0.00	0.00	500.00	0.00
50-111-5501 Office Supplies	10,000.00	13,305.56	13,305.56	0.00	-3,305.56	133.06
50-111-5502 Miscellaneous Supplies	12,100.00	4,262.33	4,262.33	0.00	7,837.67	35.23
50-111-5507 Postage & Shipping	1,600.00	830.67	830.67	0.00	769.33	51.92
50-111-5509 Reproduction	1,500.00	0.00	0.00	0.00	1,500.00	0.00
50-111-5511 Office Equipment Lease	15,750.00	10,084.24	10,084.24	0.00	5,665.76	64.03
50-111-5513 General Liability Insurance Premium	259,500.00	258,379.47	258,379.47	0.00	1,120.53	99.57
50-111-5517 Vehicle Operations	2,000.00	175.67	175.67	0.00	1,824.33	8.78
50-111-5601 Telephone - Administration	17,000.00	18,695.56	18,695.56	0.00	-1,695.56	109.97
50-111-5701 Maintenance - HQ	160,150.00	185,954.92	185,954.92	0.00	-25,804.92	116.11
50-111-5703 Electricity - HQ	135,000.00	161,329.66	161,329.66	0.00	-26,329.66	119.50
50-111-5704 Electricity - Grandview	3,000.00	2,798.47	2,798.47	0.00	201.53	93.28
50-111-5705 Electricity - Punta Place	10,000.00	10,654.73	10,654.73	0.00	-654.73	106.55
50-111-5706 Gas - HQ	16,000.00	26,055.42	26,055.42	0.00	-10,055.42	162.85
50-111-5707 Water - HQ	4,850.00	3,959.39	3,959.39	0.00	890.61	81.64
50-111-5715 Electricity-MB Water Tower	3,500.00	4,087.69	4,087.69	0.00	-587.69	116.79
50-111-5810 Office Equipment	10,000.00	7,044.13	7,044.13	0.00	2,955.87	70.44
50-111-5820 Other Equipment	4,000.00	3,980.90	3,980.90	0.00	19.10	99.52
50-111-5830 Furniture & Fixtures	2,500.00	769.49	769.49	0.00	1,730.51	30.78
Total Expenditures	2,484,407.00	2,343,271.22	2,343,271.22	0.00	141,135.78	94.32
Total Administration	2,484,407.00	2,343,271.22	2,343,271.22	0.00	141,135.78	94.32
51 GASB 68 Pension Expenses						
51-100 Administration						
51-100-5000 Expenditures						

Expenditure Status Report

**SOUTH BAY REGIONAL PCA
 7/1/2022 through 6/30/2023**

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
Total GASB 68 Pension Expenses	0.00	0.00	0.00	0.00	0.00	0.00
60 Operations						
60-200 Operations						
60-200-5000 Expenditures						
60-211-5101 Salaries (Full-Time)	5,176,790.00	3,884,530.49	3,884,530.49	0.00	1,292,259.51	75.04
60-211-5102 Salaries (Part-Time)	0.00	68,614.84	68,614.84	0.00	-68,614.84	0.00
60-211-5103 Overtime	225,000.00	895,063.05	895,063.05	0.00	-670,063.05	397.81
60-211-5104 Acting Pay	10,000.00	574.40	574.40	0.00	9,425.60	5.74
60-211-5105 Bilingual Pay	9,600.00	11,150.00	11,150.00	0.00	-1,550.00	116.15
60-211-5108 Sick Leave Payoff	106,350.00	53,067.02	53,067.02	0.00	53,282.98	49.90
60-211-5109 Vacation Leave Payoff	65,000.00	98,357.18	98,357.18	0.00	-33,357.18	151.32
60-211-5110 Training Pay	15,000.00	9,966.17	9,966.17	0.00	5,033.83	66.44
60-211-5112 Other Pay	0.00	119,130.00	119,130.00	0.00	-119,130.00	0.00
60-211-5114 Holiday Payoff	100,000.00	20,122.33	20,122.33	0.00	79,877.67	20.12
60-211-5115 Education Incentive Pay	122,605.00	121,837.96	121,837.96	0.00	767.04	99.37
60-211-5201 Medical Insurance	581,257.00	475,808.72	475,808.72	0.00	105,448.28	81.86
60-211-5202 Dental Insurance	56,062.00	45,221.20	45,221.20	0.00	10,840.80	80.66
60-211-5203 Vision Insurance	17,837.00	12,776.71	12,776.71	0.00	5,060.29	71.63
60-211-5204 Life Insurance	8,893.00	7,562.27	7,562.27	0.00	1,330.73	85.04
60-211-5205 Medicare	85,313.00	76,391.06	76,391.06	0.00	8,921.94	89.54
60-211-5206 Unemployment Insurance	20,000.00	6,273.00	6,273.00	0.00	13,727.00	31.37
60-211-5207 Workers' Compensation	40,154.00	31,600.00	31,600.00	0.00	8,554.00	78.70
60-211-5208 PERS Contributions	586,430.00	462,462.49	462,462.49	0.00	123,967.51	78.86
60-211-5209 Retirees' Medical Insurance	60,000.00	54,634.70	54,634.70	0.00	5,365.30	91.06
60-211-5212 Deferred Comp Matching Benefit	70,500.00	54,536.27	54,536.27	0.00	15,963.73	77.36
60-211-5219 PERS Contributions-UAL	561,624.00	771,188.57	771,188.57	0.00	-209,564.57	137.31
60-211-5220 FSA Expense	4,250.00	4,526.58	4,526.58	0.00	-276.58	106.51
60-211-5401 Memberships & Dues	2,290.00	0.00	0.00	0.00	2,290.00	0.00
60-211-5402 Publications	1,710.00	0.00	0.00	0.00	1,710.00	0.00
60-211-5403 Conferences, Meetings & Travel	23,557.00	9,208.56	9,208.56	0.00	14,348.44	39.09
60-211-5404 Employee Services/EC-BOD	2,500.00	3,201.99	3,201.99	0.00	-701.99	128.08

Expenditure Status Report

**SOUTH BAY REGIONAL PCA
 7/1/2022 through 6/30/2023**

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
60-211-5405 Employee Awards	1,000.00	0.00	0.00	0.00	1,000.00	0.00
60-211-5406 POST Training	10,608.00	1,080.00	1,080.00	0.00	9,528.00	10.18
60-211-5407 Tuition Reimbursement	16,000.00	4,776.83	4,776.83	0.00	11,223.17	29.86
60-211-5506 Uniforms/Safety Equipment	8,000.00	7,727.84	7,727.84	0.00	272.16	96.60
60-211-5509 Reproduction	500.00	0.00	0.00	0.00	500.00	0.00
60-211-5603 Telephone - El Segundo	3,000.00	3,651.74	3,651.74	0.00	-651.74	121.72
60-211-5604 Telephone - Gardena	3,000.00	986.94	986.94	0.00	2,013.06	32.90
60-211-5606 Telephone - Hawthorne	14,500.00	20,187.29	20,187.29	0.00	-5,687.29	139.22
60-211-5607 Telephone - Hermosa Beach	12,000.00	8,100.93	8,100.93	0.00	3,899.07	67.51
60-211-5608 Telephone - Manhattan Beach	6,000.00	4,399.18	4,399.18	0.00	1,600.82	73.32
60-211-5611 Telephone - Punta Place	4,500.00	1,104.21	1,104.21	0.00	3,395.79	24.54
60-211-5612 Telephone - RCC	11,000.00	9,901.11	9,901.11	0.00	1,098.89	90.01
60-211-5613 Sprint Wireless Reimbursable	1,200.00	0.00	0.00	0.00	1,200.00	0.00
60-211-5614 Verizon Wireless Reimbursable	60,000.00	57,535.53	57,535.53	0.00	2,464.47	95.89
60-211-5615 Telephone - Culver City	14,500.00	13,139.41	13,139.41	0.00	1,360.59	90.62
60-211-5810 Office Equipment	0.00	3,223.96	3,223.96	0.00	-3,223.96	0.00
60-211-5820 Other Equipment	15,000.00	5,922.05	5,922.05	0.00	9,077.95	39.48
Total Operations	8,133,530.00	7,439,542.58	7,439,542.58	0.00	693,987.42	91.47
70 Technical Services						
70-300 Technical Services						
70-300-5000 Expenditures						
70-311-5101 Salaries (Full-Time)	484,121.00	331,366.83	331,366.83	0.00	152,754.17	68.45
70-311-5103 Overtime	3,500.00	25,433.07	25,433.07	0.00	-21,933.07	726.66
70-311-5107 Merit Pay	750.00	827.50	827.50	0.00	-77.50	110.33
70-311-5108 Sick Leave Payoff	13,500.00	4,957.30	4,957.30	0.00	8,542.70	36.72
70-311-5109 Vacation Leave Payoff	12,000.00	7,804.15	7,804.15	0.00	4,195.85	65.03
70-311-5110 Training Pay	0.00	999.84	999.84	0.00	-999.84	0.00
70-311-5112 Other Pay	0.00	12,540.00	12,540.00	0.00	-12,540.00	0.00
70-311-5201 Medical Insurance	61,400.00	34,331.78	34,331.78	0.00	27,068.22	55.91
70-311-5202 Dental Insurance	7,404.00	4,238.59	4,238.59	0.00	3,165.41	57.25
70-311-5203 Vision Insurance	2,045.00	1,251.79	1,251.79	0.00	793.21	61.21

Expenditure Status Report

SOUTH BAY REGIONAL PCA
 7/1/2022 through 6/30/2023

10 SBRPCA Enterprise Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
70-311-5204 Life Insurance	780.00	621.00	621.00	0.00	159.00	79.62
70-311-5205 Medicare	7,538.00	5,348.25	5,348.25	0.00	2,189.75	70.95
70-311-5207 Workers' Compensation	57,061.00	44,905.00	44,905.00	0.00	12,156.00	78.70
70-311-5208 PERS Contributions	51,247.00	38,981.37	38,981.37	0.00	12,265.63	76.07
70-311-5209 Retirees' Medical Insurance	22,000.00	12,522.83	12,522.83	0.00	9,477.17	56.92
70-311-5212 Deferred Comp Matching Benefit	6,000.00	4,794.36	4,794.36	0.00	1,205.64	79.91
70-311-5219 PERS Contributions-UAL	43,194.00	55,356.81	55,356.81	0.00	-12,162.81	128.16
70-311-5302 Computer Contract Services/CAD-Tiburon	145,000.00	145,000.00	145,000.00	0.00	0.00	100.00
70-311-5311 GST Software Reimbursable	55,327.00	52,692.00	52,692.00	0.00	2,635.00	95.24
70-311-5403 Conferences, Meetings & Travel	2,650.00	100.00	100.00	0.00	2,550.00	3.77
70-311-5503 General Technical Supplies	7,500.00	3,657.08	3,657.08	0.00	3,842.92	48.76
70-311-5506 Uniforms/Safety Equipment	2,500.00	577.61	577.61	0.00	1,922.39	23.10
70-311-5507 Postage & Shipping	1,200.00	0.00	0.00	0.00	1,200.00	0.00
70-311-5514 Parts - Billing	700,000.00	709,031.83	709,031.83	0.00	-9,031.83	101.29
70-311-5517 Vehicle Operations	4,500.00	739.71	739.71	0.00	3,760.29	16.44
70-311-5520 Equipment Repair	5,000.00	0.00	0.00	0.00	5,000.00	0.00
70-311-5521 Outside Technical Serv-Towers & Equip	325,000.00	247,205.00	247,205.00	0.00	77,795.00	76.06
70-311-5810 Office Equipment	2,000.00	0.00	0.00	0.00	2,000.00	0.00
Total Technical Services	2,023,217.00	1,745,283.70	1,745,283.70	0.00	277,933.30	86.26
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
80-454-5901 CIP Expenditures-IT Infrastructure/Equip	44,395.12	40,703.97	40,703.97	0.00	3,691.15	91.69
Total Expenditures	44,395.12	40,703.97	40,703.97	0.00	3,691.15	91.69
Total CIP	44,395.12	40,703.97	40,703.97	0.00	3,691.15	91.69
Total Capital Infrastructure Projects	44,395.12	40,703.97	40,703.97	0.00	3,691.15	91.69
Total SBRPCA Enterprise Fund	12,685,549.12	11,568,801.47	11,568,801.47	0.00	1,116,747.65	91.20

Expenditure Status Report

SOUTH BAY REGIONAL PCA
 7/1/2022 through 6/30/2023

20 Grant Fund

<u>Account Number</u>	<u>Adjusted Appropriation</u>	<u>Expenditures</u>	<u>Year-to-date Expenditures</u>	<u>Year-to-date Encumbrances</u>	<u>Balance</u>	<u>Prct Used</u>
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
Total Grant Fund	0.00	0.00	0.00	0.00	0.00	0.00
Grand Total	12,685,549.12	11,568,801.47	11,568,801.47	0.00	1,116,747.65	91.20

D-7



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: August 15, 2023

ITEM NUMBER: D - 7

TO: Executive Committee

COPY TO: Tim Lilligren, Treasurer

FROM: Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: Cash & Investments Report/June 30, 2023

ATTACHMENTS:

1. Cash & Investments Report for June 30, 2023
2. LAIF Month End Statement for June 30, 2023
3. PMIA Performance Report as of June 30, 2023

RECOMMENDATION

Staff recommends that the Executive Committee receive and file the Cash & Investments Report for June 30, 2023.

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 June 30, 2023. 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 2022.

FISCAL IMPACT

None.

D-7

Attachment 1



Cash and Investments Report As of June 30, 2023

Funding Source	Bank Balance	Deposits in Transit	Outstanding Checks	Book Balance
<u>Active Accounts</u>				
MUFG Union Bank (General/Payroll) (Account Closed)	\$ -		\$ -	\$ -
Bank of the West (General/Payroll)	\$ 735,068.09	\$ (4,068.15)	\$ 160,287.31	\$ 570,712.63
<u>Investments</u>				
LAIF	\$ 6,028,883.55		\$ -	\$ 6,028,883.55
Total Investments	\$ 6,028,883.55	\$ -	\$ -	\$ 6,028,883.55
<u>Other Cash on Hand</u>				
Petty Cash	\$ -	\$ -	\$ -	\$ 500.00
				<u>\$ 500.00</u>
Total Cash & Investments				<u><u>\$ 6,600,096.18</u></u>
<u>Breakdown of cash by fund:</u>				
Fund 10 (Enterprise Fund)				\$ 6,600,096.18
Fund 30 (Enterprise Fund)				-
Fund 20 (SHSGP Grant Fund)				
Total				<u><u>\$ 6,600,096.18</u></u>

D-7

Attachment 2

California State Treasurer
Fiona Ma, CPA



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

July 06, 2023

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

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

[Tran Type Definitions](#)

//

Account Number: 15-19-001

June 2023 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
6/2/2023	6/1/2023	RW	1730127	1690502	VANESSA ALFARO	-150,000.00
6/6/2023	6/6/2023	RW	1730214	1690591	VANESSA ALFARO	-400,000.00
6/20/2023	6/20/2023	RW	1730685	1691054	VANESSA ALFARO	-150,000.00
6/29/2023	6/29/2023	RW	1731044	1691426	VANESSA ALFARO	-150,000.00

Account Summary

Total Deposit:	0.00	Beginning Balance:	6,878,883.55
Total Withdrawal:	-850,000.00	Ending Balance:	6,028,883.55

D-7

Attachment 3



PMIA/LAIF Performance Report as of 08/04/23



Quarterly Performance Quarter Ended 06/30/23

LAIF Apportionment Rate ⁽²⁾ :	3.15
LAIF Earnings Ratio ⁽²⁾ :	0.00008636172883763
LAIF Administrative Cost ^{(1)*} :	0.06
LAIF Fair Value Factor ⁽¹⁾ :	0.984828499
PMIA Daily ⁽¹⁾ :	3.26
PMIA Quarter to Date ⁽¹⁾ :	3.01
PMIA Average Life ⁽¹⁾ :	260

PMIA Average Monthly Effective Yields⁽¹⁾

July	3.305**
June	3.167
May	2.993
April	2.870
March	2.831
February	2.624

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 06/30/23 \$178.4 billion

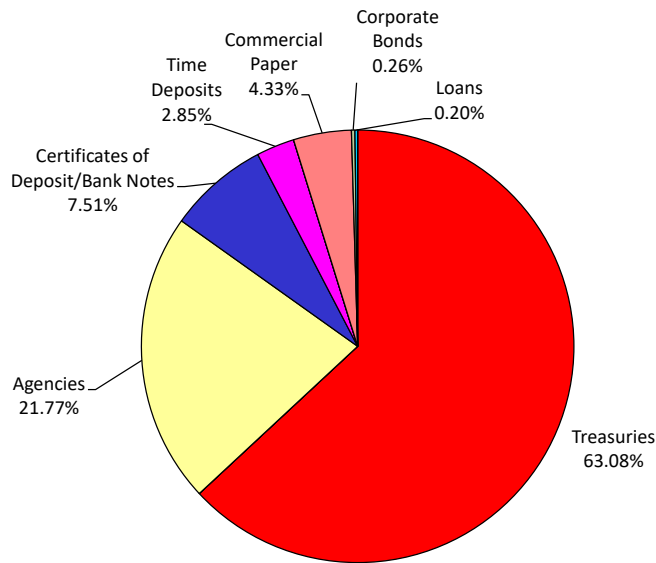


Chart does not include \$2,861,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

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).

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

** Revised

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

F-2



Agenda Item Report

South Bay Regional Public Communications Authority

MEETING DATE: September 19, 2023

ITEM: F-2

TO: Executive Committee

FROM: M. Ross Klun, Executive Director

SUBJECT: AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND CIT COM FOR PUBLIC SAFETY CONSULTING SERVICES REGARDING COMPUTER AIDED DISPATCH SYSTEM

ATTACHMENTS: 1. Agreement with Cit Com

RECOMMENDATION

That the Executive Committee consider and approve the attached Agreement with Cit Com and authorize the Executive Director to sign the Agreement on behalf of the Authority.

DISCUSSION

On June 28, 2023, the Executive Committee discussed the status of the Mark43 computer aided dispatch (“CAD”) project and decided that the Authority should terminate its agreement with Mark43. On August 22, 2023, the Ad Hoc Committee on CAD System Consultant Selection met and considered four proposals from CAD consultants and decided to recommend that the Authority engage Cit Com.

Attached is a draft of the Agreement with Cit Com, which provides that Cit Com will, among other things, develop a Request for Proposals for a CAD system; analyze and score the submitted proposals; obtain additional information and clarification as needed from responding vendors; prepare a list of semi-finalist vendors that will be further evaluated through vendor demonstrations, operational site visits, reference checks and oral interviews; and prepare a Finalist Recommendation Report to be submitted to the Executive Committee for review and consideration. The proposed rate of compensation is \$220 per hour, not to exceed \$45,760 without prior approval by the Authority. The Agreement provides that Cit Com will guarantee task completion based on a time schedule the parties will collaboratively develop regarding Phase 1 (see page 9 of the draft Agreement for a description of Phase 1).

FISCAL IMPACT

Pursuant to the Agreement, there is a not to exceed amount of \$47,760 without prior approval of the Authority. Funding for these services is available in the adopted Fiscal Year 2023-2024 budget.

F-2

Attachment 1

1 **AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND**
2 **CIT COM**
3 **FOR PUBLIC SAFETY CONSULTING SERVICES**
4

5 This agreement for public safety consulting services is made and
6 entered into this ____ day of September, 2023, by and between the SOUTH BAY
7 REGIONAL PUBLIC COMMUNICATIONS AUTHORITY (hereinafter called "CLIENT"), and
8 Cit Com, a sole proprietorship (hereinafter called "Consultant").

9 **R E C I T A L S**

10 A. The CLIENT requires the services of a company skilled and
11 experienced in public safety information technology planning, acquisition,
12 implementation and best practices to assist with modernizing the CLIENT'S
13 existing police and fire computer aided dispatch (CAD), mobile systems, and
14 associated interfaces. At the CLIENT'S direction, related or ancillary
15 technologies may also be replaced.

16 B. Consultant has the professional qualification and experience to
17 provide such services and CLIENT desires to retain the Consultant for such
18 services in accordance with the terms and conditions hereinafter set forth.

19 **NOW, THEREFORE, the parties agree as follows:**

20 1. SERVICES TO BE PERFORMED. The CLIENT hereby retains Consultant, and
21 Consultant hereby accepts such engagement, to act as expert consultant.
22 Consultant'S duties and responsibilities shall include, but not be limited to
23 the following (which are detailed in Attachment A: Statement of Work):

- 24 1. Project Planning
- 25 2. RFP Development

1 3. System Selection

2 At all times herein, Consultant shall comply with any and all applicable
3 local, State, and federal laws, statutes, regulations, standards, codes, and
4 orders.

5 2. OBLIGATION OF CLIENT. CLIENT shall provide Consultant with all
6 pertinent data, documents, information, and other clerical assistance as
7 CLIENT determines to be appropriate for the proper performance of
8 Consultant's services.

9 3. TASK COMPLETION. Consultant guarantees completion of the tasks set
10 forth in Phase 1 of the Statement of Work in Attachment A subject to a time
11 schedule that is collaboratively developed in good faith by CLIENT and
12 Consultant and subject to Consultant and CLIENT fulfilling their obligations
13 under this Agreement. This time schedule shall be incorporated into this
14 Agreement through a mutually approved written operating memorandum. The
15 Authority authorizes the Executive Director to execute this operating
16 memorandum on its behalf.

17 4. COMPENSATION AND PAYMENT. CLIENT shall pay Consultant compensation
18 at the rate of Two Hundred and Twenty Dollars (\$220.00) per hour for all
19 services to be provided pursuant to this Agreement, not to exceed Forty-Five
20 Thousand and Seven Hundred and Sixty Dollars (\$45,760.00) without prior
21 CLIENT approval. Consultant shall submit monthly invoices to CLIENT for the
22 services performed. Invoices shall be submitted via email to: Ross Klun.
23 CLIENT shall make payment to Cit Com (Employer Identification Number: 88-
24 0456338) within thirty (30) days after receipt of each undisputed invoice.
25

1 5. INDEMNIFICATION. To the fullest extent permitted by law, Consultant
2 agrees to indemnify, defend and hold harmless the CLIENT, its elected and
3 appointed officials, officers, agents, employees and volunteers and all
4 appointed officials, officers, agents, employees and volunteers of each
5 member city of the CLIENT at the time this Agreement is effective, from any
6 and all claims, liabilities and/or financial loss of any kind, to the extent
7 arising out of or related to the acts, omissions, or willful misconduct of
8 Consultant and/or anyone acting on Consultant's behalf. The duties set forth
9 in this Section shall survive termination of this Agreement.

10 6. INSURANCE. Consultant shall at all times during the term of this
11 Agreement carry, maintain, and keep in full force and effect, a policy of
12 commercial automobile liability insurance (any auto) covering comprehensive
13 vehicle liability including bodily injury, personal injury, uninsured
14 motorist, medical payments, collision and property damage in compliance with
15 California law with \$1,000,0000 coverage per accident for bodily injury and
16 property damage. Consultant shall at all times during the term of this
17 Agreement carry, maintain, and keep in full force and effect, a policy of
18 Commercial General Liability insurance with \$1,000,000 coverage per incident.
19 If Consultant will be storing, processing or otherwise handling CLIENT data
20 in electronic form, Consultant shall also provide cyber liability insurance
21 (\$2,000,000 per occurrence) providing protection against claims and
22 liabilities arising from: (i) errors and omissions in connection with
23 maintaining security of CLIENT data; (ii) data breach including theft,
24 destruction, and/or unauthorized use of CLIENT data; (iii) identity theft

1 including bank charges assessed; and (iv) violation of privacy rights due to
2 a breach of CLIENT data.

3 Such insurance policies shall provide that the insurance coverage shall
4 not be canceled, reduced or otherwise modified by the insurance carrier
5 without the insurance carrier giving the CLIENT thirty (30) days prior
6 written notice thereof. Consultant agrees that it will not cancel, reduce or
7 otherwise modify any insurance coverage required by this Agreement. The
8 required policies shall name Client, its elected and appoint officials,
9 officers, employees, agents and volunteers, as additional insured. The CGL
10 and auto liability policies shall be endorsed to waive all rights of
11 subrogation. Consultant waives all rights of subrogation.

12 At all times during the term of this Agreement, Consultant shall
13 maintain on file with the CLIENT a certificate of insurance, with original
14 endorsements, and any other document required by the CLIENT's Risk Manager,
15 showing that the required policies are in effect in the amount stated above.
16 Consultant must provide certification to the CLIENT within thirty days of the
17 effective date of the Agreement and must have coverage in effect prior to
18 commencing the performance of work under this Agreement.

19 7. WORK PRODUCT.

20 a. All draft and final reports, documents, and other written
21 material, and any and all images, ideas, concepts, designs including website
22 designs, source code, object code, electronic data and files, and/or other
23 media whatsoever created or developed by Consultant in the performance of
24 this Agreement (collectively, "Work Product") shall be considered to be
25 "works made for hire" for the benefit of CLIENT. All Work Product and any

1 and all intellectual property rights arising from their creation, including,
2 but not limited to, all copyrights and other proprietary rights, shall be and
3 remain the property of CLIENT without restriction or limitation upon their
4 use, duplication or dissemination by CLIENT upon final payment being made, or
5 upon termination by CLIENT for cause. Consultant shall not obtain or attempt
6 to obtain copyright protection as to any of the Work Product. Any work
7 product in the possession of Consultant shall be delivered to CLIENT at least
8 ten (10) days prior to the termination of this Agreement.

9
10 b. Consultant hereby assigns to CLIENT all rights of ownership
11 to the Work Product, including any and all related intellectual property and
12 proprietary rights that are not otherwise vested in the CLIENT pursuant to
13 subsection (a), above.

14 c. Consultant warrants and represents that it has secured all
15 necessary licenses, consents or approvals necessary to the production of the
16 Work Product, and that upon final payment or Consultant's default, CLIENT
17 shall have full legal title to the Work Product, and full legal authority and
18 the right to use and reproduce the Work Product for any purpose. Consultant
19 shall defend, indemnify and hold CLIENT, and the other indemnitees (as
20 described in Section 4, above) harmless from any and all loss, claim or
21 liability in any way related to a claim that CLIENT's use of any of the Work
22 Product violates federal, state or local laws, or any contractual provisions,
23 or any rights or laws relating to trade names, licenses, franchises,
24 copyrights, patents or other means of protecting intellectual property rights
25 and/or interests in products, ideas or inventions. Consultant shall bear all

1 costs arising from the use of patented, copyrighted, trade secret or
2 trademarked documents, materials, equipment, devices or processes in
3 connection with its provision of the Work Product produced under this
4 Agreement. In the event the use of any of the Work Product or other
5 deliverables hereunder by CLIENT is held to constitute an infringement and
6 the use of any of the same is enjoined, Consultant, at its expense, shall:
7 (a) secure for City the right to continue using the Work Product and other
8 deliverables by suspension of any injunction, or by procuring a license or
9 licenses for CLIENT; or (b) modify the Work Product and other deliverables so
10 that they become non-infringing while remaining in compliance with the
11 requirements of this Agreement. This covenant shall survive the termination
12 of this Agreement.

13 The parties that all Work Product shall remain confidential and shall
14 not be disclosed except as required by the California Public Records Act,
15 subpoena or court order..

16 8. INDEPENDENT CONTRACTOR. Consultant is an independent contractor, and
17 not an employee of the CLIENT and shall have no power to bind, or incur any
18 debt, obligation or liability on behalf of the CLIENT. Consultant is not
19 entitled to any benefits paid or given to employees of the CLIENT.

20 9. TERMINATION FOR CONVENIENCE. CLIENT or Consultant may terminate this
21 Agreement at any time without cause by giving fifteen (15) days prior,
22 written notice of such termination to the non-terminating party, and by
23 specifying the effective date thereof. If this Agreement is terminated by
24 CLIENT or Consultant as provided herein, Consultant shall be paid for its
25 services satisfactorily rendered to CLIENT as of the date of termination.

1 10. TIME OF COMMENCEMENT AND PERFORMANCE. Consultant shall commence its
2 services under this Agreement upon receipt of a notice to proceed from CLIENT
3 which shall represent the CLIENT's consent to execute all of the provisions
4 and inclusions of this Agreement. Consultant shall complete the performance
5 of services required by this Agreement as directed in writing by the CLIENT.
6 Any adjustment to this performance deadline shall be made only by prior
7 written agreement between the parties.

8 11. TERM. This Agreement shall commence on September ____, 2023, and
9 shall remain valid for two (2) years unless extended by written agreement of
10 the parties, or sooner terminated pursuant to Section 8 of this Agreement.

11 12. ASSIGNMENT. This Agreement covers services of a unique and specific
12 nature. This Agreement may not be assigned, nor any performance
13 subcontracted, in whole or part, without the prior written consent of CLIENT.

14 13. AMENDMENT. This Agreement may only be amended by written agreement
15 of both parties.

16 14. NOTICE. Written notices to the Consultant shall be given by United
17 States mail, postage prepaid, and addressed to: Cit Com, Attention: William
18 Romesburg, PO Box 890513, Temecula, CA 92589-0513. Written notices to the
19 CLIENT shall be given by United States mail, postage prepaid, to the
20 attention of Ross Klun (Executive Director), 4440 W Broadway, Hawthorne, CA
21 90250.

22 15. ENTIRE AGREEMENT. This Agreement shall constitute the entire
23 Agreement between the parties. The provisions of this document shall govern
24 over any conflicting or inconsistent provisions of any attachment or exhibit
25 hereto.

1 ATTACHMENT A: STATEMENT OF WORK

2 **Project Planning (8 Hours)**

3
4 **Project Kickoff Meeting**

5 We would like to conduct a Project Kickoff Meeting with the key SBRPCA project
6 decisionmakers to review the CAD procurement options, scope of work, timeline, reporting
7 structures, and next steps.

8 The previous RFP was written approximately eight years ago. While much of the content is
9 usable, we'd like to review the overall file with SBRPCA to determine which elements should be
10 retained vs. those that require updating or replacement.

11 **Project Plan**

12 Following the kickoff, Cit Com would document the following:

- 13 • A description of the methodology to be used for the project.
- 14 • A project organization chart with roles and responsibilities of individual participants.
- 15 • The project's schedule.

16 The Project Plan document would be provided to SBRPCA in draft and final form.

17 **Phase 1: RFP Development (80 Hours)**

18 **Refresh Requirements and Prepare RFP**

19 Assuming that a new RFP is required, the initial step would be updating the SBRPCA's technical
20 and functional requirements. We would interview staff to validate and update the following:

- 21 • Required Police and Fire CAD, Mobile, and Related Modules
- 22 • Interface Requirements
- 23 • Data Exchange Requirements
- 24 • Security and Access Controls
- 25 • Mobile Accessibility and Reporting Requirements
- GIS/Mapping Integration Requirements
- JDIC/CLETS/NCIC Interface Requirements
- Internal and External Reporting Requirements
- Adherence to Standards: CIBRS/NIBRS, XML, NIEM, NextGen 911
- Racial and Identity Profiling Act (RIPA)
- Approach toward Data Preservation
- Project Completion Deadlines

1 Additionally, we would collect new functional and technical requirements (which have emerged
2 over the past eight years). The updated content would be woven into a new RFP, consisting of
3 following RFP chapters:

- 4 1. Project Background, Purpose and Goals
- 5 2. Current Environment
- 6 3. Current and Estimated Volumes
- 7 4. Vendor Response Forms (*including the evaluation and selection approach*)
- 8 5. Functional Specifications Workbook

9 The RFP would be submitted in draft form to the project team members for review and
10 amendment. In addition, Cit Com will meet with any interested party at SBRPCA's direction to
11 help ensure communications and input into the RFP process.

12 Following SBRPCA's approval, a final copy will be prepared for release to the vendor
13 community. Cit Com will release the RFP to a list of qualified vendors, as well as to any vendor
14 responding to the open bid. A pre-proposal MS Teams conference would be conducted for
15 prospective vendors, to address any procurement related questions and issues. Cit Com would
16 facilitate the meeting, collect questions and distribute answers.

17 Specific deliverables of this task will include:

- 18 • Draft and Final Specification Documents
- 19 • Draft and Final RFP (Police and Fire CAD, Mobile, and related systems)
- 20 • Pre-Proposal Conference Facilitation
- 21 • Preparation and Distribution of Answers to Vendor Inquiries

22 **Phase 2: System Selection (120 Hours)**

23 **Selection Criteria**

24 During this phase, the evaluation and selection criteria methodology will be applied, thus
25 eliminating vendors who fail to meet the requirements. Using the criteria, Cit Com will conduct
an in-depth analysis of each submitted proposal, producing an assessment of the vendor's
compliance in the following seventeen criteria:

1. Adherence of the proposal to the format.
2. Completeness of the proposal.
3. Quality and depth of references.
4. Previously demonstrated ability to successfully install Police and Fire CAD, Mobile, and associated applications.
5. Level of service and responsiveness that the vendor commits to provide.
6. Financial stability and resources of the vendor.

7. Experience and technical expertise of staff.
8. Design, capability, and functionality of system and application software as determined by the evaluation team.
9. Current availability and ability to demonstrate installation of the proposed software applications required by SBRPCA.
10. Level of integration between applications and demonstrated interfaces with external systems/devices.
11. Capability, design, reliability, warranty and expandability of proposed hardware.
12. Economic feasibility and justification of all costs.
13. Vendor willingness and ability to negotiate a contract acceptable to SBRPCA.
14. Feasibility, timeliness and quality of software implementation schedule and conversion plans (if data conversion is required).
15. Level of assistance to be provided to SBRPCA by the vendor during the implementation.
16. The number of hours and extent of user training.
17. Quality and extent of the documentation to be provided.

Scoring RFP Responses

Information pertaining to each area of the vendor's response will be scored, summarized, evaluated and ranked, in an easy-to-read side-by-side format.

A typical Police and Fire CAD and Mobile RFP contains approximately 1,500 functional and technical requirements. Evaluating the vendor's response to these requirements is essential. Yet, with so many individual requirements, it can be challenging to compare and contrast the responses.

Cit Com will obtain additional information and clarification from responding vendors, as required. Ultimately, the list of vendors will be narrowed to two semi-finalist vendors who would be further evaluated through vendor demonstrations, operational site visits, reference checks and oral interviews.

Based upon the proposal and subsequent analysis, Cit Com will document the selection in a Finalist Recommendation Report. The report will be submitted both in writing and orally to the project's governance, allowing an opportunity to discuss the content of the report.

G-1

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

JUNE 20, 2023

A. CALL TO ORDER

The Executive Committee and the User Committee convened in a regular joint session at 2:04PM on Tuesday, June 20, 2023, on the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

B. ROLL CALL:

Present: City Manager Bruce Moe, City of Manhattan Beach
City Manager Von Norris, City of Hawthorne
City Manager Clint Osorio, City of Gardena
Captain Vincent Osorio, City of Gardena
Chief Mike Lang, City of Manhattan Beach
Chief Rachel Johnson, City of Manhattan Beach

Absent: Chief Gary Tomatani, City of Hawthorne
Chief Mike Saffell, City of Gardena
Operations Manager Shannon Kauffman

Also Present: Executive Director M. Ross Klun
Administrative Services Manager John Krok
Finance Manager Vanessa Alfaro
Executive Assistant Cristina Manley
General Counsel Jennifer Petrusis RWG Law

C. PUBLIC DISCUSSION

None.

D. EXECUTIVE COMMITTEE CONSENT CALENDAR

1. Minutes from May 16, 2023
APPROVED
2. Check Register – May 2023
APPROVED
3. Schedule of Fees and Charges for Fiscal Year 2023/24 as Described in Exhibit A of the Draft Resolution
CONSIDER WHETHER TO RECOMMEND THAT THE BOARD OF DIRECTORS ADOPT A RESOLUTION ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2023/24

MOTION: City Manager Norris moved to approve the Consent Calendar, item numbers 1 – 3. The motion was seconded by City Manager Osorio and passed by 3 – 0.

E. ITEMS REMOVED FROM THE CONSENT CALENDAR

None.

F. EXECUTIVE COMMITTEE GENERAL BUSINESS

1. Executive Approve FY 2023/24 Blanket Purchase Orders for Supplies and Services in a Total Amount Not-To-Exceed \$ 1,438,242

APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE PURCHASE ORDERS

MOTION: City Manager Moe moved to approve item numbers 1, the motion was seconded by City Manager Norris and passed 3 - 0.

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

PROVIDE DIRECTION

Executive Director Klun provided an overview of status of Mark 43. A total of seven years from the initial RFP, selection of the product and up to now. Authority currently has had a contract with Mark43 for over a year. Project has moved along but some significant issues with the CAD on the law enforcement side remain. Highlights of Mark 43 – Dex interface (State warrant management system) incomplete, no movement since October of 2022. Other law enforcement agencies in that State have requested the delivery of this interface and Mark43 unable to deliver thus far. It is a critical feature that is needed for CAD. Mark43 is not able to provide a premise history or hazard history based on an apartment or suite number unit. Our current CAD is able to provide history. Lacking on site support service (scheduled on site visit end of August 2023). Go-live date scheduled for Q1 2024. Newspaper article published last week, police software crashes forced East Bay dispatchers to hand write call info. We are looking for guidance and direction from the Executive Committee but at this point we are no longer confident that Mark43 is able to deliver a product to meet needs for the Authority. Discussed with general council on different options to exist out of the contract with Mark 43, recommendation to terminate contract for convenience.

City Manager Norris wanted to know timeline from producing an RFP and receiving proposals to review. Jennifer Petrusis recommended not to issue an RFP until we given notice of termination (180 days' notice). Next meeting – Agenda to discuss potential termination of Mark43 contract.

Chief Johnson commented on the usage of RMS for Manhattan Beach and concerned on the impacts of Mark43. Would like to have further discussion on potential impacts for Manhattan Beach.

Director Klun discussed the letter received in October 2022 with a list of items that Mark43 would deliver. Unfulfilled promises. Based on information provided, schedule a Special Executive and User Committee Meeting discuss impacts of possible termination.

3. Executive Director's Update on Staffing and Recruitment

RECEIVE AND FILE

Executive Director Klun provided an overview on staffing and recruitment. Staffing levels are at 90%. Recruitment efforts remain strong, 11 of 12 are currently in training.

G. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from May 16, 2023

APPROVED

MOTION: Captain Osorio moved to approve the Consent Calendar. The motion was seconded by Chief Johnson and passed 3 – 0.

H. **ITEMS REOMOVED FROM THE CONSENT CALENDAR**

None.

I. **EXECUTIVE DIRECTOR’S REPORT**

Executive Director Klun informed the group about July meeting will be annual elections for the Board, Executive and User Committee. In February, Klun informed the committee about applied for APCO’s Certified Public-Safety Executive (CPE) Program - International leaders in Public Safety Communications (Post-grad Program). Klun selected for the program which starts in July 2023.

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

Chief Lang requested discussion on PulsePoint software for a future agenda.

K. **ADJOURMENT**

The meeting was adjourned at 2:26PM.

G-2

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

JUNE 28, 2023

A. CALL TO ORDER

The Executive Committee and the User Committee convened in a special joint session at 3:04PM on Wednesday, June 28, 2023, in the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

ROLL CALL

Present: City Manager Vontray Norris, City of Hawthorne
City Manager Bruce Moe, City of Manhattan Beach
Chief Mike Saffell, Gardena Police Department
Chief Gary Tomatani, Hawthorne Police Department
Chief Rachel Johnson, Manhattan Beach Police Department
Chief Mike Lang, Manhattan Beach Fire Department

Absent: City Manager Clint Osorio, Gardena

Also Present: Executive Director M. Ross Klun
Jennifer Petrusis, RWG Law

C. PUBLIC DISCUSSION

None.

D. EXECUTIVE COMMITTEE GENERAL BUSINESS

1. Discussion Regarding Status of Mark43 Project, the Software Services and License Agreement with Mark43, Whether to Terminate the Agreement, and Other Options for CAD Software and Professional Services

PROVIDE DIRECTION

MOTION: City Manager Moe moved to terminate RCC contract with Mark43, utilizing the termination for convenience clause for provision. Immediately begin the process for procuring a replacement CAD, including hiring a consultant to facilitate the selection and specification development. Motion to authorize a standing committee for six months to establish an Ad Hoc Committee to assist Executive Committee in selecting a computer aided dispatch consultant. The motion was seconded by Chief Saffell. Passed 3-0.

E. EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS

City Manager Norris, requested for a report to be given moving forward with the progression of an RFP with timelines and expectations.

Group discussion on meeting the needs for police and fire new CAD system. Critical to look at all options when vetting a CAD system.

F. **ADJOURNMENT**

The meeting was adjourned at 3:23PM.

G-3

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

JULY 18, 2023

A. CALL TO ORDER

The Board of Directors, the Executive Committee and the User Committee convened in a special joint session at 2:02PM on Tuesday, July 18, 2023, in the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

ROLL CALL

Present: Councilmember Rodney Tanaka, City of Gardena
Councilmember David Lesser, City of Manhattan Beach
Councilmember Alex Monteiro, City of Hawthorne
City Manager Vontray Norris, City of Hawthorne
City Manager Bruce Moe, City of Manhattan Beach
Chief Mike Saffell, Gardena Police Department
Chief Gary Tomatani, Hawthorne Police Department
Captain Christian Eichenlaud, Manhattan Beach

Absent: Chief Mike Lang, Manhattan Beach Fire Department
Chief Rachel Johnson, Manhattan Beach Police Department
City Manager Clint Osorio, Gardena

Also Present: Executive Director M. Ross Klun
Operations Manager Shannon Kauffman
Administrative Services Manager John Krok
Finance Manager Vanessa Alfaro
Executive Assistant Cristina Manley
Jennifer Petrusis RWG Law
IT Manager HPD Josh Armstrong

C. PUBLIC DISCUSSION

None.

**D. ELECTION OF THE BOARD OF DIRECTORS CHAIRPERSON AND VICE-CHAIRPERSON FOR FISCAL YEAR
2023–2024**

MOTION: Councilmember Lesser moved to nominate Councilmember Tanaka to serve as Chairperson of the Board of Directors during Fiscal Year 2023-2024. The motion was seconded by Councilmember Monteiro and passed 3 – 0.

MOTION: Councilmember Tanaka moved to nominate Councilmember David Lesser to serve as Vice-Chairperson of the Board of Directors during Fiscal Year 2023-2024. The motion was seconded by Councilmember Monteiro and passed 3 – 0.

E. **BOARD OF DIRECTORS CONSENT CALENDAR**

1. Minutes from March 21, 2023
APPROVED
2. Schedule of Fees and Charges for Fiscal Year 2023/24 as Described in Exhibit A of the Draft Resolution
ADOPT A RESOLUTION ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2023/24
3. Carry Over to FY2023/24 of Purchase Orders Issued in FY2022/23 for Xcel Mechanical Systems Inc., and On Power Industries LLC., and Encumbered Funds Totaling \$155,604.88
APPROVE CARRY OVER OF FUNDS
4. Updated Publicly Available Pay Schedule
APPROVE AND ADOPT

MOTION: Councilmember Tanka moved to approve the Board of Directors' Consent Calendar as written. The motion was seconded by Councilmember Monteiro and passed 3-0.

F. **ITEMS REMOVED FROM CONSENT CALENDAR**

None.

G. **BOARD OF DIRECTORS GENERAL BUSINESS**

1. Executive Director's Report on the July 9th Power Outage at the Communications Center; the Effects on the Generator, Radio System, and CAD system; and Recommendations for Preventing or Mitigating Effects of a Similar Failure in the Future
DISCUSS POSSIBLE POLICY ADOPTION AND PROVIDE DIRECTION

Executive Director provided a Power Point presentation Power Outage and Generator Malfunction. Summarized a timeline from an Edison Electric initiates a scheduled power outage, to a full recovery (power out 10 minutes, restored for 20 minutes, power out again for 17 minutes, power finally restored at 21:29). Full recovery from the event lasted into the morning on Monday. Various computer network systems needed to be rebooted and brought back online in specific order, due to the abrupt power loss. CAD "manual mode incidents needed to be entered into CAD. Vendors remained on site checking equipment and looking for any related issues due to the commercial power outage. Discussed in detail of the Day Tank and discussions followed of a replacement within the next three years from a recent facility assessment findings. The generator runs on fuel coming directly from the Day Tank. The larger 6,000 storage tank feeds the Day tank. The Day Tank supplies the generator. October 2022 was a full checkup, no deficiencies found. April 2023 was a routine checkup, deficiencies were noted with the Day Tank. A replacement Day Tank was ordered and will not arrive for several more weeks. These measures resolve the root cause of the generator furl problem. RCC has 4 layers of radio communications for backup and the 3rd lay are the "Doomsday" radios at each dispatch console within RCC. More cell phones, and purchasing

portable power banks to charge them and loading critical information into cloud-based drive for access from Authority's mobile devices and laptops. This event on Sunday is the first of its kind at the Authority. No one can recall ever having such an occurrence in over 25 years. The generator company said what happened was unusual and rare. Having a single standby generator is most common at critical facilities but is also a single point-of-failure. Discussed options to mitigate measures and protocols refinements seems to reasonably address what happened.

Councilmember Lesser shared concerns/discussions that he had with the User Committee. If the Board would agree, to direct the User Committee to have the ability to bring on a third party to evaluate the resiliency of headquarters and protocols relative to power outages and disasters. The User Committee input from the users themselves to make that determination.

City Manager Moe requested to be notified directly of such occurrence. All boards showed be notified and W/C.

Councilmember Tanka discussed options for the Day Tank and Fuel (failed due to mechanical problems) our system failed. Consider looking at fuel as an option. Manager Krok mentioned getting a quote re-piping and replacement of Day Tank.

MOTION: Councilmember Lesser moved for the Board directing the User Committee to consider using a 3rd party consultant to evaluate the resiliency of the Authority's headquarters facility and protocols relative to power outages and disasters. The motion was seconded by Councilmember Monteiro and passed 3 - 0

2nd MOTION: Councilmember Tanka moved to approve Executive Committee and Board of Directors get notified anytime there's a significant disruption of service or any major events at RCC. The motion was seconded by Councilmember Monteiro and passed 3 - 0

2. Resolution Adopting Updated Assessments for Fiscal Year 2023-2024 and Corresponding Assessment Schedule and Authorizing Authority to Utilize Fund Balance of \$19,186 to Offset Assessment Increases, an Overall Increase of \$13,292 From the March Adopted Assessments

Finance Manager Alfaro discussed in detail the variation of numbers/percentages for each city and the increases. The revised assessments total for FY24 is \$13,243,872, of which the Authority will bill member and contract cities \$13,224,686, or \$19,186 less that will be offset by the Authority's Enterprise fund balance. In comparison to the original assessments total adopted on March 21, 2023, the Authority will collect \$13,292 less, which is the decrease in assessment for Culver City.

ADOPT A RESOLUTION ADOPTING UPDATED ASSESSMENTS AND CORRESPONDING ASSESSMENT SCHEDULE AND AUTHORIZING OFFSET

MOTION: Councilmember Tanka moved to approve Resolution Adopting Updates Assessments for Fiscal Year 2023-2024. The motion was seconded by Councilmember Lesser and passed 3 – 0

H. **ELECTION OF THE EXECUTIVE COMMITTEE CHAIRPERSON AND VICE-CHAIRPERSON FOR FISCAL YEAR 2023-2024**

MOTION: City Manager Norris moved to nominate City Manager Osorio to serve as Chairperson of the Executive Committee, seconded by City Manager Moe, and passed by unanimous roll call vote.

MOTION: City Manager Norris moved to nominate City Manager Norris to serve as Vice-Chairperson of the Executive Committee during Fiscal Year 2023-2024. The motion was seconded by City Manager Moe and passed by unanimous roll call vote.

I. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Check Register – June 2023
RECEIVE AND FILE
2. Authorize the Executive Director to Bind and Approve FY 2023/24 Insurance Policies Proposed by Alliant Insurance Services, Inc. for Insurance Necessary to Protect the Authority and its Member Agencies; and Approve Purchase Orders Associated With 2023/24 Insurance Policies Proposed by Alliant Insurance Services, Inc. in an Amount Not- To-Exceed \$357,744
AUTHORIZE EXECUTIVE DIRECTOR TO BIND AND APPROVE INSURANCE POLICIES AND APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE PURCHASE ORDERS
3. Resolution Establishing Ad Hoc Committee to Assist Executive Committee in Selecting a Computer Aided Dispatch Consultant
ADOPT RESOLUTION ESTABLISHING AD HOC COMMITTEE

MOTION: Chief Saffell moved to approve the Executive Committee Consent Calendar items 1- 3. The motion was seconded by City Manager Moe and passed 3 - 0

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

None.

K. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Executive Director’s Update on Staffing and Recruitment
RECEIVE AND FILE

Director Klun provided a staffing report with our recruitment. Two candidates in backgrounds.

L. **ELECTION OF THE USER COMMITTEE CHAIRPERSON AND VICE-CHAIRPERSON FOR FISCAL YEAR 2023-2024**

MOTION: Chief Saffell moved to nominate Chief Lang to serve as Chairperson of the User Committee during Fiscal Year 2023-2024. The motion was seconded by Captain Eichenlaud and passed 3 – 0.

MOTION: Chief Saffell moved to nominate Chief Saffell to serve as Vice-Chairperson of the User Committee during Fiscal Year 2023-2024. The motion was seconded by Captain Eichenlaud and passed 3 – 0.

M. **USER COMMITTEE CONSENT CALENDAR**

None.

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

None.

O. **USER COMMITTEE GENERAL BUSINESS**

1. Consider Using PulsePoint Community Notification Software for Fire Department Dispatch Needs at South Bay Regional Public Communications Authority
PROVIDE DIRECTION

Director Klun shared Chief Lang’s proposal to the Authority to take on a service called PulsePoint. Phone application, interfaces with our dispatch CAD system and provides information to the public through APP. County has been using this service for a few years. The main purpose is to alert folks who have medical training that know CPR of a cardiac arrest near them so they can respond in public places. Public can get notified of a cardiac arrest in real-time in public places and respond. Operational side, PulsePoint it does not add any work load to dispatchers. Our CAD system currently does not provide that real-time feed into that PulsePoint application, it would require additional manual intervention from dispatchers.

MOTION: Chief Saffell moved forward with the technical aspect of PulsePoint to see the feasibility of this project and report to the User Committee on its finding. The motion was seconded by Captain Eichenlaud and passed 3 - 0

P. **EXECUTIVE DIRECTOR’S REPORT**

Director Klun reported that the CAD letter of termination was sent out last month. Our official end date, allowing for 180 days to pass, is January 2, 2024. Update on the CAD consultant Ad

Hoc committee. Invitations have been sent to all nine agencies, seven agencies have provided their choice. Select a CAD consultant by RFP.

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

Councilmember Lesser requested a full report of history of Mark43 – steps moving forward. Organizational documents on the website – post bylaws and JPA documents.

R. **ADJOURNMENT**

The meeting was adjourned at 3:02PM.

G-4

MINUTES OF A SPECIAL MEETING OF THE USER COMMITTEE

August 7, 2023

A. CALL TO ORDER

The User Committee convened in a special meeting session at 2:05PM on Monday, August 7, 2023, on the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

B. ROLL CALL:

Present: Chief Gary Tomatani, City of Hawthorne
Chief Rachel Johnson, City of Manhattan Beach
Fire Division Chief, Kevin Tiscareno City of Manhattan Beach
Captain Andrew Enriquez, City of Manhattan Beach

Absent: Chief Mike Saffell, City of Gardena
Chief Mike Lang, City of Manhattan Beach

Also Present: Executive Director M. Ross Klun
Administrative Services Manager John Krok
Operations Manager Shannon Kauffman
Executive Assistant Cristina Manley
Jennifer Petrusis RWG Law

C. PUBLIC DISCUSSION

None.

D. USER COMMITTEE GENERAL BUSINESS

1. Consider Using a 3rd Party Consultant to Evaluate the Resiliency of the Authority's Headquarters Facility and Protocols Relative to Power Outages and Disasters

PROVIDE DIRECTION AND ADVICE TO EXECUTIVE COMMITTEE

Executive Director Klun provided a report to the Board of Directors on the July 9th power outage at the communication center. Further explained the effects on the generator, radio system, and CAD system; and recommendations for prevention or mitigating effects of a similar failure in the future. Based on the direction of the Board of Directors, it was discussed whether we should have a third party come in to evaluate the resiliency of headquarters and protocols relative to power outages and disasters.

Executive Director Klun provided a power point presentation – 7.9.2023 Power Outage and Generator Malfunction. Summary timeline starting at 20:39 on Sunday, July 9, 2023. We are not aware of any significant service disruption during the period, either to the communities served or our first responders. Recent facility assessment findings, fuel tank and day tank are 25 years old and due for replacement within the next three years. The generator did operate for periods of time throughout the commercial outage but did not operate continuously. Generator care and maintenance performs a weekly test and regular quarterly preventative maintenance. A replacement Day Tank was ordered several weeks prior to the incident but will not arrive for several more weeks. Prevention and mitigation – additives were placed in the fuel to counter further clogging. RCC has 4 layers of radio communications for backup purposes and

redundancy. This event on Sunday is the first of its kind at the Authority. No one can recall ever having such an occurrence in over 25 years. The generator company said what happened was unusual and rare. We have adequately addressed what happened with the generator.

The User Committee has been directed to consider whether to use a third party consultant to come in and evaluate the resiliency of this facility and protocols relatively to power outages and broader sense disasters.

Continuing the discussion for the same item at the next regular Executive & User Committee meeting. In the meantime, members will be provided with a copy of the facility needs assessment that was recently completed.

MOTION: Chief Johnson moved to approve the General Business, item numbers 1. The motion was seconded by Chief Tomatani and passed by 3 – 0.

E. **USER COMMITTEE COMMENTS**

Chief Tomatani discussed with the group two topics that needed dialog. 1. Spending money bringing a consultant. What is the pay off? 2. Would the consultants come up with anything different from the overall evaluation of RCC operations. Duplication of effort with no payoff at the end. Executive committee would like a guarantee that there will be no drop off in service.

Chief Johnson requested to see the report before deciding. The report would provide some clarity/answers broader perspective.

F. **ADJOURNMENT**

The meeting was adjourned at 2:37PM.