

**A G E N D A**  
**REGULAR JOINT MEETING OF**  
**THE EXECUTIVE COMMITTEE, AND USER COMMITTEE**  
**TUESDAY, APRIL 16, 2024, 2:00 PM**  
**SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY**  
**SECOND FLOOR CONFERENCE ROOM**  
**4440 W. BROADWAY, HAWTHORNE, CA**

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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. **EMPLOYEE RECOGNITION**

E. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes from March 19, 2024  
**APPROVE**
2. Check Register – March 2024  
**RECEIVE AND FILE**
3. Fiscal Year 2023-2024 Budget Performance – Q3  
**RECEIVE AND FILE**

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

G. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Amended Uniform/Appearance Policy for Communications and Technical Services Personnel  
**APPROVE AND RECOMMEND THAT BOARD OF DIRECTORS CONSIDER AND ADOPT AMENDED POLICY**
2. Agreement Between the South Bay Regional Public Communications Authority and Foster & Foster Consulting Actuaries, Inc for Actuarial Consulting Services  
**APPROVE**

H. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from March 19, 2024  
**APPROVE**

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

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

K. **ADJOURNMENT**

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Posting Date/Time: April 11, 2024/2:00PM

Signature: 

\_\_\_\_\_  
John Krok, Acting Executive Director

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

**MARCH 19, 2024**

**A. CALL TO ORDER**

The Board of Directors, the Executive Committee and the User Committee convened in a regular joint session at 2:06PM on Tuesday, March 19, 2024, 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  
Chief Rachel Johnson, Manhattan Beach Police Department  
Chief Mike Lang, Manhattan Beach Fire Department  
Captain Christian Eichenlaud, Manhattan Beach

Absent: City Manager Clint Osorio City of 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

**C. PUBLIC DISCUSSION**

None.

**D. BOARD OF DIRECTORS CONSENT**

1. Minutes from January 16, 2024 and March 5, 2024

**APPROVE**

2. Updated Publicly Available Pay Schedule

**APPROVE AND ADOPT**

3. Cash and Investments Report for December 31, 2023

**RECEIVE AND FILE**

4. Resolution Delegating Investment Authority to the Treasurer over Authority Funds and the Authority's Section 115 Trust

**APPROVE AND ADOPT RESOLUTION**

**MOTION:** Councilmember Lesser moved to approve the Board of Directors Consent Calendar Items 1-4. The motion was seconded by Councilmember Monteiro and passed by a vote of 3-0.

E. **ITEMS REMOVED FROM CONSENT CALENDAR**

None.

F. **BOARD OF DIRECTORS GENERAL BUSINESS**

1. Resolution Adopting the Budget for Fiscal Year 2024-2025

**APPROVE AND ADOPT RESOLUTION**

Finance Manager Alfaro summarized the Fiscal Year 2024-2025 Budget Report and gave an overview of the Authority's revenues and expenses. She reported assessments are based on the cost allocation policy adopted by the Board of Directors updated in September 2022. This policy ties assessments as closely as possible to the services provided to its member and contract cities by utilizing key data. The assessments now include technical services division workload support charges. Manager Alfaro reviewed the Authority's Enterprise Fund Balance Projections and noted that the available balance after reserve allocations does not include the five (5) year Capital Improvement Plan (CIP) or new Computer Aided Dispatch (CAD) system.

Director Klun presented the Authority's Work Plan Objectives for fiscal year 2024-2025. He discussed recruitment and retention, the implementation of a new CAD system, succession planning, and customer service delivery.

Councilmember Lesser expressed concerns of the cost of the new CAD system. Director Klun stated that a new CAD system could range from 3.3 to 3.9 million. City Manager Moe inquired about an update with the five (5) year CIP. Director Klun noted that the CIP costs are primarily for the Authority's building.

**MOTION:** Councilmember Lesser moved to approve Resolution Adopting the Budget for Fiscal Year 2024-2025. The motion was seconded by Councilmember Monteiro and passed by a vote of 3-0.

2. Discuss Authority Governance and the Powers and Duties of the Board of Directors Pursuant to the Authority's Bylaws, and Consider Whether to Amend the Bylaws

**PROVIDE DIRECTION**

Councilmember Lesser requested that Authority's legal counsel research and report on best practices of Joint Power Authorities in terms of the appropriate role of the elected board. Councilmember Tanaka provided background on the history of the Authority (Executive & User Committee). Councilmember Monterio suggested that Authority staff and board meet to discuss matters concerning recruitment and retention. Legal counsel Petrusis was given direction to report back with a Special Meeting regarding this issue, tentatively scheduled for May 2024.

G. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes from January 16, 2024, February 6, 2024, February 20, 2024, March 5, 2024 and March 11, 2024

**APPROVE**

2. Check Register – February 2024

**RECEIVE AND FILE**

3. Approval of a Change Purchase Order in the Amount of \$85,000 to Havis Incorporated for a Total Not-To-Exceed Amount of \$135,000 for Supplies and Equipment

**APPROVE**

4. Side Letter Agreement Amending the January 1, 2022 to June 30, 2025 Memorandum of Understanding with the California Teamsters Public, Professional and Medical Employees Union Local 911

**APPROVE**

5. Side Letter Agreement Amending the January 1, 2022 to June 30, 2025 Memorandum of Understanding with the Communications Workers of America

**APPROVE**

**MOTION:** City Manager Moe moved to approve the Executive Committee Consent Calendar items 1-5. The motion was seconded by City Manager Norris and passed by a vote of 3-0.

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

None.

I. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Executive Director's Update on Staffing and Recruitment

**RECEIVE AND FILE**

Director Klun provided a staffing update for the communications center and noted the average number of overtime hours per employee, which has shown a 10% reduction over the past few months. Hiring efforts have contributed to this decline. The six new operators hired in February completed their first month of training. Current staffing levels are at 88%, two applicants have received conditional job offers, and two applicants are in the background process. Director Klun reported that the Authority conducted a successful "welcome" event for new hires, has hired an outside Recruiting Agency on a trial part-time basis, and is utilizing message boards to recruit applicants. He also stated that the Authority is working on the implementation of a citizen engagement tool called PowerEngage by PowerDM. This service sends a customer service satisfaction survey to callers via text that allows them to provide feedback on their experience with the call-taker. The positive feedback will be shared with our dispatchers on a status board for everyone to view. The director expects this to be an important tool to help boost morale. The director will also inquire about survey services for the city of Manhattan Beach.

J. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from January 16, 2024 and February 20, 2024

**APPROVE**

**MOTION:** Chief Johnson moved to approve the User Committee Consent Calendar Item

1. The motion was seconded by Chief Saffell and passed by a vote of 3–0.

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

None.

L. **EXECUTIVE DIRECTOR'S REPORT**

Director Klun provided a report on staffing at the Authority. He stated that earlier this month the Authority hosted two citizens academy tours for El Segundo and Manhattan Beach which resulted in positive feedback. Director Klun reported that the technical implementation of PulsePoint was completed in early March. Staff is in the process of reviewing the software and setting up weekly status calls. The Authority has requested a designee from each of the three fire departments attend the weekly meetings. Based off of the initial CAD vendor scores and functionality from CAD proposals Versaterm and Central Square demonstrations are being scheduled to take place in the middle of April. Our fire and police stakeholders will have the opportunity to attend the CAD demonstrations.

Chief Lang mentioned he would like to have involvement in the CAD build-out specifically as it pertains to the fire department.

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

City Manager Moe expressed his gratitude to Director Klun for his service in the Authority.

N. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Pursuant to Government Code section 54957(b)(1)  
Title: Executive Director

The Executive Committee entered closed session at 2:40PM.

Closed session report by General Counsel Jennifer Petrusis: The Executive Committee met in closed session according to the description on the agenda, voted 3-0 to appoint John Krok as Acting Executive Director effective April 7, 2024.

O. **ADJOURNMENT**

The meeting was adjourned at 2:55PM.

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**Check Register FY 2023-24**

**March 2024**

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

March 1, 2024	\$105,906.35
March 8, 2024	\$177,509.65
March 15, 2024	\$303,469.60
March 22, 2024	\$105,144.71
March 29, 2024	<u>\$128,757.43</u>
Accounts Payable Total	\$820,787.74

**Payroll Checks Issued Date**

March 8, 2024	\$175,754.22
March 22, 2024	<u>\$169,742.17</u>
Payroll Total	\$345,496.39



Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2114	3/1/2024	00012	CALIFORNIA WATER SERVICE	4675328235	2/20/2024	WATER SERV HQ/ 1/19/24-2/1	201.23	201.23
2115	3/1/2024	00069	SOUTHERN CALIFORNIA EDI	700440732476	2/12/2024	ELEC SERV / 1/3/24 - 2/7/24	12,137.69	
				700383926852	2/16/2024	ELEC SERV PUNTA/ 1/18/24 -	890.00	13,027.69
57712	3/1/2024	00297	AT&T, ATT CALNET	000021263607	2/13/2024	PHONE SERV 1/13/24-2/12/24	244.39	
				000021266670	2/13/2024	PHONE SERV 1/13/24-2/12/24	211.36	
				000021259471	2/13/2024	PHONE SERV 1/13/24-2/12/24	2,841.47	3,297.22
57713	3/1/2024	00014	CDW GOVERNMENT, INC.	PN00398	2/8/2024	CDW-G BILLABLE PARTS	17,930.14	
				PN08202	2/9/2024	CDW-G BILLABLE PARTS	14,933.46	
				PM49282	2/7/2024	CDW-G BILLABLE PARTS	3,915.18	36,778.78
57714	3/1/2024	00439	CIT COM, INC.	2024-04	2/1/2024	CAD SYSTEM CONSULTANT	17,600.00	17,600.00
57715	3/1/2024	00225	COMMLINE INC	0439288-IN	2/20/2024	COMMLINE INC - SUPPORT	2,250.00	2,250.00
57716	3/1/2024	00146	DARIO A. BANDERA	12226	2/22/2024	STRICTLY TINT BILLABLE PAI	95.00	95.00
57717	3/1/2024	00008	FEDERAL SIGNAL CORP	8520787	2/6/2024	FEDERAL SIGNAL CORP BILL	588.00	
				8520788	2/6/2024	FEDERAL SIGNAL CORP BILL	588.00	1,176.00
57718	3/1/2024	01029	GREGORY W STEVENS	0224A	2/25/2024	ENERGY SAVINGS ASSESSM	2,262.50	2,262.50
57719	3/1/2024	00087	LIEBERT CASSIDY & WHITMC	260383	1/31/2024	FY 23-24 LEGAL SERVICES	565.50	
				260382	1/31/2024	FY 23-24 LEGAL SERVICES	438.00	1,003.50
57720	3/1/2024	00819	OCCUPATIONAL HEALTH CEN	82101590	2/7/2024	PRE-EMPLOYMENT MEDICAL	1,272.00	1,272.00
57721	3/1/2024	01005	ORKIN PEST CONTROL	256523352	2/2/2024	HQ MAINTENANCE - PEST C	100.99	100.99
57722	3/1/2024	00818	RICHARDS,WATSON & GERSI	246413	2/13/2024	FY 23-34 GENERAL COUNSEI	6,844.51	6,844.51
57723	3/1/2024	00144	SAXE-CLIFFORD PHD, SUSAN	24-0228-2	2/8/2024	PRE-EMPLOYMENT PSYCHO	2,400.00	2,400.00
57724	3/1/2024	00824	SMART JANITORIAL, COMPLE	27499	1/1/2024	HQ MAINTENANCE - CLEANII	4,135.00	
				27152	12/1/2023	HQ MAINTENANCE - CLEANII	3,998.68	8,133.68
57725	3/1/2024	00074	STAPLES INC.	8073315342	2/17/2024	STAPLES SUPPLIES - OFFICE	1,215.81	1,215.81
57726	3/1/2024	00171	VERIZON WIRELESS	9957403177	2/23/2024	DAC CHARGES HPD/ 1/24/24-	2,087.25	
				9957463161	2/23/2024	GPD DAC CHARGES/ 1/24/24-	1,875.71	
				9957387896	2/23/2024	MODEM SVC. MBPD/ 1/24/24	922.50	
				9957002603	2/18/2024	CELL PH. CHGS: 1/19/24-2/18,	411.44	
				9957387897	1/23/2024	MODEM SVC. MBPD/ 1/24/24-	78.04	5,374.94
57727	3/1/2024	01065	WAGeworks INC., HEALTHE	INV6107654	1/24/2024	WAGework ADMINISTRATION	102.50	102.50
57728	3/1/2024	00150	WATTCO	63095-47149	2/6/2024	WATTCO BILLABLE PARTS	2,770.00	2,770.00
<b>Sub total for BANK OF THE WEST:</b>							<b>105,906.35</b>	

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
20718	3/1/2024	00696	GUARDIAN	533654-03	2/22/2024	GUARDIAN - DENTAL, VISION	7,491.29	7,491.29
20719	3/8/2024	00058	CALPERS	1000000174584	2/14/2024	HEALTH PREMIUMS FOR MA	64,374.93	64,374.93
20720	3/8/2024	00219	INTERNAL REVENUE SERVICE	Ben37823	3/8/2024	FEDERAL WITHHOLDING TAX	37,781.14	37,781.14
20721	3/8/2024	00223	EMPLOYMENT DEVELOPMENT	Ben37827	3/8/2024	STATE DISABILITY INSURANCE	15,476.32	15,476.32
20722	3/8/2024	00222	STATE DISBURSEMENT UNIT	Ben37831	3/8/2024	SUPPORT: PAYMENT	184.62	184.62
20723	3/8/2024	00058	CALPERS	Ben37825	3/8/2024	PERS RETIREMENT: PAYMENT	36,684.31	36,684.31
20724	3/8/2024	00221	MISSIONSQUARE RETIREMENT	Ben37821	3/8/2024	DEFERRED COMPENSATION	13,322.63	13,322.63
57729	3/8/2024	00217	CALIFORNIA TEAMSTERS UNION	Ben37819	3/8/2024	UNION DUES TEAMSTERS: PAYMENT	1,274.00	1,274.00
57730	3/8/2024	00218	CWA LOCAL 9400	Ben37817	3/8/2024	UNION DUES CWA: PAYMENT	170.34	170.34
57731	3/8/2024	00996	WAGeworks INC., HEALTHCARE	Ben37829	3/8/2024	HEALTH CARE FSA: PAYMENT	750.07	750.07
<b>Sub total for BANK OF THE WEST:</b>							<b>177,509.65</b>	

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2116	3/15/2024	00012	CALIFORNIA WATER SERVICE	5550731926	3/4/2024	FIRE PROTECTION SERVICE	104.45	104.45
2117	3/15/2024	00070	GAS COMPANY, THE	059 194 8982 2	3/5/2024	GAS SERVICE HQ/ 2/1/2024-3	2,568.00	2,568.00
2118	3/15/2024	00069	SOUTHERN CALIFORNIA EDI	700610392752	3/5/2024	ELECT SERV GRANDVIEW/ 1	230.62	230.62
2119	3/15/2024	00651	FRONTIER	209-188-0077-04	3/1/2024	PHONE SERVICE 3/1/24 - 3/3'	337.87	337.87
2120	3/15/2024	00621	FIRST BANKCARD					
		00255	CSMFO	200022470	1/31/2024	CSMFO ANNUAL CONFEREN	745.00	
		01108	HYATT REGENCY SAN FRANCO	2094504001	2/9/2024	LCW CONFERENCE LODGIN	697.84	
		00466	AMAZON MARKETPLACE	114-5896830-45	2/17/2024	PARTS - BILLING	528.64	
		00228	COSTCO MEMBERSHIP	1093415631	2/12/2024	OFFICE & JANITORIAL SUPPI	526.51	
		00228	COSTCO MEMBERSHIP	404300005969	2/12/2024	EMPLOYEE WELLNESS PRO	424.84	
		00228	COSTCO MEMBERSHIP	405300005966	2/22/2024	EMPLOYEE WELLNESS PRO	411.18	
		00826	LA TIMES	022624	2/26/2024	LA TIMES MONTHLY SUBSCF	15.96	
		00228	COSTCO MEMBERSHIP	404600005921	2/15/2024	EMPLOYEE WELLNESS PRO	5.69	
		00467	LOWES BUSINESS	402011554	2/13/2024	GENERAL TECH SUPPLIES	43.24	
		00466	AMAZON MARKETPLACE	114-7163595-95	2/11/2024	OFFICE SUPPLIES	39.05	
		00488	UNITED AIRLINES	0164275113022	2/9/2024	LCW CONFERENCE TRANSP	35.00	
		00885	UBER	021024-UBER	2/10/2024	LCW CONFERENCE TRANSP	32.85	
		01092	ZAZZLE INC	131-80914724-6	2/12/2024	SIGNATURE STAMP - KROK	31.75	
		00466	AMAZON MARKETPLACE	114-8562370-01	2/15/2024	PARTS - BILLING	26.04	
		00466	AMAZON MARKETPLACE	114-3184782-52	2/24/2024	OFFICE SUPPLIES	59.08	
		01107	LYFT	021024-LYFT	2/10/2024	LCW CONFERENCE TRANSP	58.65	
		00933	EBAY	14-11142-81307	2/5/2024	GENERAL TECH SUPPLIES	51.05	
		00714	DOOR DASH	020224	2/3/2024	EMPLOYEE SERVICES	48.20	
		01107	LYFT	020824	2/8/2024	LCW CONFERENCE TRANSP	45.99	
		01046	PELTON	020124	2/1/2024	EMPLOYEE SERVICES	44.00	
		00467	LOWES BUSINESS	199451676	2/7/2024	GENERAL TECH SUPPLIES	114.56	
		00872	URTH CAFFE	0496	2/21/2024	EMPLOYEE SERVICES	101.19	
		00466	AMAZON MARKETPLACE	114-9750309-37	2/20/2024	OFFICE SUPPLIES	100.90	
		00761	BOX	INV11671942	2/26/2024	SOFTWARE SERVICES	90.00	
		01047	GODADDY	2950504838	2/23/2024	MONTHLY WEBSITE HOSTIN	75.99	
		01025	1-800-FLOWERS.COM	W010058938526	2/9/9024	EMPLOYEE SERVICES - MC F	64.22	
		01040	GOOGLE ADS	520-390-4641	2/1/2024	RECRUITMENT - ONLINE JOE	167.43	
		00255	CSMFO	022024	2/20/2024	CSMFO MEMBERSHIP RENE	160.00	
		00014	CDW GOVERNMENT, INC.	PP67589	2/14/2024	OTHER EQUIPMENT	150.43	

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		00446	SOUTH BAY FORD	474702	2/5/2024	GENERAL TECH SUPPLIES	135.76
		00255	CSMFO	300014730	1/30/2024	CSMFO MEMBERSHIP RENE	135.00
		00600	CHEVRON G&M #186	396217	2/27/2024	FUEL - TRUCK	119.98
		00485	MONOPRICE, INC.	24025728	2/13/2024	GENERAL TECH SUPPLIES	260.12
		00228	COSTCO MEMBERSHIP	403200005426	2/1/2024	EMPLOYEE WELLNESS PRO	255.27
		00610	DIRECTV	065190124X240	2/4/2024	CABLE SERVICE	251.98
		01036	CLOUDFLARE INC.	IN-188954	2/28/2024	SOFTWARE SERVICES	250.00
		00485	MONOPRICE, INC.	24025582	2/12/2024	GENERAL TECH SUPPLIES	204.59
		00228	COSTCO MEMBERSHIP	404600005922	2/15/2024	EMPLOYEE WELLNESS PRO	171.13
2121	3/15/2024	00073	STATE BOARD OF EQUALIZA	012-655960	3/15/2024	SALES & USE TAX 2024 Q1 PI	2,460.00
20718	3/1/2024	00696	GUARDIAN	533654-03	2/22/2024	GUARDIAN - DENTAL, VISION	7,491.29
20719	3/8/2024	00058	CALPERS	1000000174584	2/14/2024	HEALTH PREMIUMS FOR MA	64,374.93
20720	3/8/2024	00219	INTERNAL REVENUE SERVIC	Ben37823	3/8/2024	FEDERAL WITHHOLDING TA	37,781.14
20721	3/8/2024	00223	EMPLOYMENT DEVEL DEPT	Ben37827	3/8/2024	STATE DISABILITY INSURAN	15,476.32
20722	3/8/2024	00222	STATE DISBURSEMENT UNIT	Ben37831	3/8/2024	SUPPORT: PAYMENT	184.62
20723	3/8/2024	00058	CALPERS	Ben37825	3/8/2024	PERS RETIREMENT: PAYMEN	36,684.31
20724	3/8/2024	00221	MISSIONSQUARE RETIREMEI	Ben37821	3/8/2024	DEFERRED COMPENSATION	13,322.63
57729	3/8/2024	00217	CALIFORNIA TEAMSTERS	UNBen37819	3/8/2024	UNION DUES TEAMSTERS: P	1,274.00
57730	3/8/2024	00218	CWA LOCAL 9400	Ben37817	3/8/2024	UNION DUES CWA: PAYMEN	170.34
57731	3/8/2024	00996	WAGeworks INC., HEALTHE	Ben37829	3/8/2024	HEALTH CARE FSA: PAYMEN	750.07
57732	3/15/2024	00868	ALFARO, VANESSA	100423	1/31/2024	CSMFO 2024 CONFERENCE -	70.74
57733	3/15/2024	00297	AT&T, ATT CALNET	000021364955	3/3/2024	PHONE SERVICE 2/03/24-3/02	511.48
57734	3/15/2024	00064	AT&T, ATT PAYMENT CENTER	960 461-1623 55	3/1/2024	PHONE SERVICE 3/01/2024-3	2,766.66
57735	3/15/2024	00014	CDW GOVERNMENT, INC.	PK90815	2/3/2024	CDW-G BILLABLE PARTS	282.87
57736	3/15/2024	00017	CHEM PRO LABORATORY, IN	IN142793	3/1/2024	WATER TREATMENT SERVIC	96.05
57737	3/15/2024	00225	COMMLINE INC	0440495-IN	2/28/2024	COMMLINE INC - SUPPORT	15,000.00
57738	3/15/2024	00101	CORDOVA, TONY	031524	3/15/2024	RETIREE MED PREM/APR 20	593.00
57739	3/15/2024	00081	COSTON, SHANDER	031524	3/15/2024	RETIREE MED PREM/APR 20	343.00
57740	3/15/2024	00879	CROWN CASTLE	1531212	3/1/2024	REDUNDANT INTERNET SER	1,100.00
57741	3/15/2024	00449	DIGI-KEY ELECTRONICS 246	103236849	2/29/2024	DIGI-KEY ELECTRONICS BILL	379.75
57742	3/15/2024	00103	DIVINITY, TANJI	031524	3/15/2024	RETIREE MED PREM/APR 20	593.00
57743	3/15/2024	01048	ERIC JASON ARROYO	3333	2/28/2024	RECRUITMENT - BACKGROU	1,500.00
57744	3/15/2024	00785	EXPERIAN	CD2411001989	2/23/2024	CREDIT CHECK	32.00
57745	3/15/2024	00106	FARLEY, SANDRA	031524	3/15/2024	RETIREE MED PREM/APR 20	343.00

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
57746	3/15/2024	00008	FEDERAL SIGNAL CORP	8519758	2/5/2024	FEDERAL SIGNAL CORP BILL	1,497.00	
				8527884	2/14/2024	FEDERAL SIGNAL CORP BILL	693.00	2,190.00
57747	3/15/2024	00651	FRONTIER	7002Z664-S-24C	3/5/2024	PHONE SERV 3/05/24-4/04/24	506.97	
				7002Z665-S-24C	3/5/2024	PHONE SERV 3/05/24-4/04/24	348.47	855.44
57748	3/15/2024	00322	GEOSPATIAL TECHNOLOGIE	18858	3/1/2024	SOFTWARE MAINTENANCE S	13,173.00	13,173.00
57749	3/15/2024	00027	HAVIS INC.	SIN248060	2/9/2024	HAVIS INC BILLABLE PARTS	14,128.69	14,128.69
57750	3/15/2024	00654	INNOVATIVE PRODUCTS, INC	304121	2/20/2024	INNOVATIVE PRODUCTS BILI	3,042.85	3,042.85
57751	3/15/2024	01106	JOSE CONSTANTINO VALDES	INV1129	3/4/2024	MONTHLY LANDSCAPING SE	450.00	
				INV1130	3/4/2024	MONTHLY LANDSCAPING SE	450.00	900.00
57752	3/15/2024	00799	LA UNIFORMS & TAILORING	20371	2/14/2024	UNIFORM SETS	344.59	
				20459	2/17/2024	UNIFORM SETS	341.28	
				20366	2/14/2024	UNIFORM SETS	335.77	
				20385	2/15/2024	UNIFORM SETS	335.77	
				20414	2/16/2024	UNIFORM SETS	335.77	
				20387	2/15/2024	UNIFORM SETS	330.25	2,023.43
57753	3/15/2024	00442	LAWSON PRODUCTS, INC.	9311239057	1/23/2024	LAWSON PRODUCTS BILLAB	227.85	
				9311187630	1/3/2024	LAWSON PRODUCTS BILLAB	221.60	
				9311277128	2/6/2024	LAWSON PRODUCTS BILLAB	24.54	
				9311203472	1/9/2024	LAWSON PRODUCTS BILLAB	18.70	492.69
57754	3/15/2024	00113	MARTIN, LISA	031524	3/15/2024	RETIREE MED PREM/APR 20	343.00	343.00
57755	3/15/2024	00822	MATRIX CONSULTING GROU	F933-23	3/12/2024	MATRIX CONSULTATION PRC	3,400.00	3,400.00
57756	3/15/2024	00331	MITSUBISHI ELECTRIC INC	479189	2/1/2024	HQ MAINTENANCE - ELEVAT	805.30	805.30
57757	3/15/2024	00047	MOTOROLA SOLUTIONS, INC	8281818782	2/13/2024	MOTOROLA SOLUTIONS INC	5,867.17	
				8281825528	2/20/2024	MOTOROLA SOLUTIONS INC	2,172.20	8,039.37
57758	3/15/2024	00820	PANASONIC CONNECT	INV1176486	1/11/2024	VEHICLE OUTFITTING PARTS	1,017.30	1,017.30
57759	3/15/2024	00121	PINELA, ELIZABETH	031524	3/15/2024	RETIREE MED PREM/APR 20	593.00	593.00
57760	3/15/2024	01022	RACE COMMUNICATIONS	RC1134222	3/1/2024	COMMUNICATION CONTRAC	1,198.50	1,198.50
57761	3/15/2024	00060	RIVERA, JOSE	031524	3/15/2024	RETIREE MED PREM/APR 20	747.95	747.95
57762	3/15/2024	01057	ROBERT HALF	63333911	3/13/2024	PART-TIME REMOTE RECRU	837.00	837.00
57763	3/15/2024	00824	SMART JANITORIAL, COMPLE	27849	2/1/2024	HQ MAINTENANCE - CLEANI	4,135.00	4,135.00
57764	3/15/2024	00034	STEVENS, GARY	031524	3/15/2024	RETIREE MED PREM/APR 20	593.00	593.00
57765	3/15/2024	00036	TALLEY INCORPORATED	10445025	2/22/2024	TALLEY INC BILLABLE PARTS	2,712.15	
				10444807	2/15/2024	TALLEY INC BILLABLE PARTS	1,676.23	4,388.38
57766	3/15/2024	00711	TROY SHEET METAL WORKS	52258	8/18/2023	TROY SHEET METAL WORKS	4,637.23	4,637.23
57767	3/15/2024	01065	WAGeworks INC., HEALTHE	INV6224174	2/23/2024	WAGework ADMINISTRATION	92.00	92.00

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
57768	3/15/2024	00481	WAYTEK, INC.	3664450	2/5/2024	WAYTEK INC BILLABLE PART	1,944.47
				3671197	2/19/2024	WAYTEK INC BILLABLE PART	1,383.45
							3,327.92
57769	3/15/2024	01028	WESTIN AUTOMATIVE PRODI	2142636	2/26/2024	WESTIN AUTOMATIVE BILLAI	722.88
57770	3/15/2024	00063	WHELEN ENGINEERING CO.,	449856	2/23/2024	WHELEN ENGINEERING CO I	6,792.94
				449101	2/22/2024	WHELEN ENGINEERING CO I	6,315.47
				452006	2/28/2024	WHELEN ENGINEERING CO I	1,865.43
				452513	2/28/2024	WHELEN ENGINEERING CO I	1,717.25
				439657	2/7/2024	WHELEN ENGINEERING CO I	370.44
				444625	2/15/2024	WHELEN ENGINEERING CO I	332.07
				442162	2/12/2024	WHELEN ENGINEERING CO I	326.34
				444944	2/15/2024	WHELEN ENGINEERING CO I	295.47
				446187	2/19/2024	WHELEN ENGINEERING CO I	269.01
							18,284.42
<b>Sub total for BANK OF THE WEST:</b>							<b>303,469.60</b>

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
20725	3/22/2024	00219	INTERNAL REVENUE SERVIC Ben37950	3/22/2024	FEDERAL WITHHOLDING TA	36,042.74	36,042.74
20726	3/22/2024	00223	EMPLOYMENT DEVEL DEPT Ben37954	3/22/2024	STATE DISABILITY INSURAN	14,937.37	14,937.37
20727	3/22/2024	00222	STATE DISBURSEMENT UNIT Ben37958	3/22/2024	SUPPORT: PAYMENT	184.62	184.62
20728	3/22/2024	00058	CALPERS Ben37952	3/22/2024	PERS RETIREMENT: PAYMEN	36,187.24	36,187.24
20729	3/22/2024	00221	MISSIONSQUARE RETIREMEI Ben37948	3/22/2024	DEFERRED COMPENSATION	13,088.11	13,088.11
57771	3/22/2024	00002	AFLAC Ben37942	3/22/2024	AFLAC INSURANCE: PAYMEN	2,510.22	2,510.22
57772	3/22/2024	00217	CALIFORNIA TEAMSTERS UN Ben37946	3/22/2024	UNION DUES TEAMSTERS: P	1,274.00	1,274.00
57773	3/22/2024	00218	CWA LOCAL 9400 Ben37944	3/22/2024	UNION DUES CWA: PAYMEN	170.34	170.34
57774	3/22/2024	00996	WAGeworks INC., HEALTHE Ben37956	3/22/2024	HEALTH CARE FSA: PAYMEN	750.07	750.07
<b>Sub total for BANK OF THE WEST:</b>							105,144.71

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2122	3/29/2024	00069	SOUTHERN CALIFORNIA EDI:700440732476	3/13/2024	ELEC SERV / 2/1/24 - 3/1024	12,777.51	
			700383926852	3/19/2024	ELEC SERV PUNTA/ 2/16/24 -	1,059.74	13,837.25
2123	3/29/2024	00012	CALIFORNIA WATER SERVICE:4675328235	3/20/2024	WATER SERV HQ/ 2/17/24-3/1	212.53	212.53
57775	3/29/2024	00297	AT&T, ATT CALNET	000021406796	3/13/2024	PHONE SERV 2/13/24-3/12/24	2,870.18
				000021410932	3/13/2024	PHONE SERV 2/13/24-3/12/24	244.35
				000021413995	3/13/2024	PHONE SERV 2/13/24-3/12/24	213.60
57776	3/29/2024	00027	HAVIS INC.	SIN241892	12/18/2023	HAVIS INC BILLABLE PARTS	40,547.16
57777	3/29/2024	00148	HAWTHORNE, CITY OF	IT-23-02-rcc	3/14/2024	COMPUTER CONTRACT SER	50,000.00
57778	3/29/2024	00331	MITSUBISHI ELECTRIC INC	482462	3/1/2024	HQ MAINTENANCE - ELEVAT	805.30
57779	3/29/2024	00818	RICHARDS,WATSON & GERSI	246951	3/20/2024	FY 23-34 GENERAL COUNSEI	7,589.80
57780	3/29/2024	01057	ROBERT HALF	63363491	3/2/2024	PART-TIME REMOTE RECRU	930.00
57781	3/29/2024	00145	SETINA MFG CO INC	281408	3/5/2024	SETINA MANUFACTURING CO	4,807.29
57782	3/29/2024	00036	TALLEY INCORPORATED	10445441	3/5/2024	TALLEY INC BILLABLE PARTE	493.25
57783	3/29/2024	00593	TARTAN ASSOCIATES	TA-875-CA	3/11/2024	COMM CENTER CHAIR REPA	3,582.50
57784	3/29/2024	00046	UNITED PARCEL SERVICE	00005337W1124	3/23/2024	USPS EXPENSES - POSTAGE	32.42
57785	3/29/2024	01065	WAGeworks INC., HEALTHE	INV6345363	3/25/2024	WAGework ADMINISTRATION	92.00
57786	3/29/2024	00150	WATTCO	63504	2/29/2024	WATTCO BILLABLE PARTS	524.56
57787	3/29/2024	00063	WHELEN ENGINEERING CO.,	453412	2/29/2024	WHELEN ENGINEERING CO I	1,182.76
				439060	2/6/2024	WHELEN ENGINEERING CO I	642.98
				455552	3/4/2024	WHELEN ENGINEERING CO I	149.50
<b>Sub total for BANK OF THE WEST:</b>							<b>128,757.43</b>



**E-3**



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 16, 2024

**ITEM NUMBER:** E - 3

**TO:** Executive Committee

**FROM:** John Krok, Acting Executive Director  
Vanessa Alfaro, Finance & Performance Audit Manager

**SUBJECT:** FISCAL YEAR 2023-2024 BUDGET PERFORMANCE REPORT – Q3

**ATTACHMENTS:** 1. Revenue Status Report  
2. Expenditure Status Report

### **RECOMMENDATION**

Staff recommends that the Executive Committee receive and file the Fiscal Year 2023-2024 Budget Performance Report for the period July 1, 2023 through March 31, 2024.

### **DISCUSSION**

Staff has analyzed the Authority's financial activities through March 31, 2024. The Authority has accrued approximately 100% in assessment revenues from its member cities and contract cities (Attachment #1) in accordance with the FY23-24 budget adopted by the Board of Directors in March 2023 and subsequent revised assessments and assessment schedule adopted in July 2023. Revenues as of March 31, 2024 total \$14,212,894.84, or 100% of projected revenues for FY24.

As it relates to expenses (Attachment #2), a total of \$9,077,067 has been expended from the Enterprise Fund, which represents 66.4% of the budget through the third quarter.

Expenses for salary and benefits represent 68.9% of their budgeted amounts, across all departments. However, this percentage also includes the CalPERS unfunded actuarial liability (UAL) lump sum payment of \$612,406 for fiscal year 2023-24, which generates interest savings of nearly \$20,480 compared to monthly payments throughout the year. Additionally, the Authority's liability and workers' compensation insurance premiums for the entire fiscal year, totaling approximately \$357,744, were also paid in full in the first quarter of the fiscal year. Expenses for supplies, services and equipment represent 58.5% of their budgeted amounts, across all departments. Finally, expenses for capital improvement projects represent 58.4% of the budgeted amount.

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)
<b>SALARY &amp; BENEFITS</b>						
Administration	\$ 1,371,961	\$ 1,008,887	73.5%	\$ -	\$ 363,074	73.5%
Operations	8,178,845	5,583,174	68.3%	-	2,595,671	68.3%
Technical Services	789,430	536,236	67.9%	-	253,194	67.9%
<b>Salary &amp; Benefits Total</b>	<b>\$ 10,340,236</b>	<b>\$ 7,128,296</b>	<b>68.9%</b>	<b>\$ -</b>	<b>\$3,211,940</b>	<b>68.9%</b>
<b>SUPPLIES, SERVICES &amp; EQUIPMENT</b>						
Administration	\$ 1,313,963	\$ 789,608	60.1%	\$ 285,286	\$ 239,068	81.8%
Operations	376,532	137,497	36.5%	52,035	187,000	50.3%
Technical Services	1,288,199	813,956	63.2%	601,512	(127,269)	109.9%
<b>Total</b>	<b>\$ 2,978,693</b>	<b>\$ 1,741,061</b>	<b>58.5%</b>	<b>\$ 938,833</b>	<b>\$ 298,799</b>	<b>90.0%</b>
<b>CAPITAL IMPROV. PROJECTS</b>	<b>\$ 355,605</b>	<b>\$ 207,710</b>	<b>58.4%</b>	<b>\$ 71,847</b>	<b>\$ 76,048</b>	<b>78.6%</b>
<b>ENTERPRISE FUND TOTAL</b>	<b>\$ 13,674,534</b>	<b>\$ 9,077,067</b>	<b>66.4%</b>	<b>\$ 1,010,680</b>	<b>\$3,586,787</b>	<b>73.8%</b>

**FISCAL IMPACT**

None.

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**Attachment 1**

## Revenue Status Report

SOUTH BAY REGIONAL PCA  
 7/1/2023 through 3/31/2024

**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	2,474,182.00	2,465,655.00	2,465,655.00	8,527.00	99.66
10-50-111-4120 Hawthorne	2,977,528.00	2,975,629.00	2,975,629.00	1,899.00	99.94
10-50-111-4130 Manhattan Beach	1,830,007.00	1,827,220.00	1,827,220.00	2,787.00	99.85
10-50-111-4140 Hermosa Beach	887,842.00	881,869.00	881,869.00	5,973.00	99.33
10-50-111-4145 El Segundo	2,044,684.00	2,044,684.00	2,044,684.00	0.00	100.00
10-50-111-4146 Culver City Assessment	3,029,629.00	3,029,629.00	3,029,629.00	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	7,625.01	7,625.01	22,874.99	25.00
10-50-111-4210 Investment Earnings (LAIF)	30,000.00	160,108.48	160,108.48	-130,108.48	533.69
10-50-111-4220 POST Reimbursements	5,000.00	650.00	650.00	4,350.00	13.00
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	0.00	0.00	13,000.00	0.00
10-50-111-4255 Unrealized Gain/Loss on Investments	0.00	91,467.21	91,467.21	-91,467.21	0.00
10-50-111-4430 Other Miscellaneous Revenue	2,500.00	33,938.82	33,938.82	-31,438.82	1357.55
<b>Total Administration</b>	13,330,662.00	13,518,475.52	13,518,475.52	-187,813.52	101.41
10-60 Operations					
10-60-211 Communications Center					
10-60-211-4440 Reimbursements/Verizon Wireless	65,000.00	59,460.89	59,460.89	5,539.11	91.48

## Revenue Status Report

SOUTH BAY REGIONAL PCA  
 7/1/2023 through 3/31/2024

**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>
Total Operations	65,000.00	59,460.89	59,460.89	5,539.11	91.48
10-70 Technical Services					
10-70-311 Technical Services					
10-70-311-4360 Reimbursements for Billable Parts	739,900.00	463,396.08	463,396.08	276,503.92	62.63
10-70-311-4370 Reimbursements for GST Software	52,692.00	52,692.00	52,692.00	0.00	100.00
Total Technical Services	792,592.00	516,088.08	516,088.08	276,503.92	65.11
Total SBRPCA Enterprise Fund	14,188,254.00	14,094,024.49	14,094,024.49	94,229.51	99.34

## Revenue Status Report

SOUTH BAY REGIONAL PCA  
 7/1/2023 through 3/31/2024

**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					
20-80-458-4275 Grant Reimb/COVID-19	0.00	118,870.35	118,870.35	-118,870.35	0.00
<b>Total Grant Fund</b>	0.00	118,870.35	118,870.35	-118,870.35	0.00
<b>Grand Total</b>	14,188,254.00	14,212,894.84	14,212,894.84	-24,640.84	100.17

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Attachment 2



**Expenditure Status Report**

**SOUTH BAY REGIONAL PCA**  
 7/1/2023 through 3/31/2024

**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)	938,840.00	698,499.19	698,499.19	0.00	240,340.81	74.40
50-111-5102 Salaries (Part-Time)	30,000.00	901.53	901.53	0.00	29,098.47	3.01
50-111-5103 Overtime	0.00	905.98	905.98	0.00	-905.98	0.00
50-111-5104 Acting Pay	676.00	0.00	0.00	0.00	676.00	0.00
50-111-5107 Longevity Pay	2,600.00	2,550.00	2,550.00	0.00	50.00	98.08
50-111-5108 Sick Leave Payoff	30,418.00	7,422.28	7,422.28	0.00	22,995.72	24.40
50-111-5109 Vacation Leave Payoff	27,389.00	8,145.03	8,145.03	0.00	19,243.97	29.74
50-111-5112 Other Pay	13,000.00	2,312.50	2,312.50	0.00	10,687.50	17.79
50-111-5201 Medical Insurance	80,128.00	60,672.02	60,672.02	0.00	19,455.98	75.72
50-111-5202 Dental Insurance	10,757.00	8,503.76	8,503.76	0.00	2,253.24	79.05
50-111-5203 Vision Insurance	2,226.00	1,551.78	1,551.78	0.00	674.22	69.71
50-111-5204 Life Insurance	1,274.00	918.00	918.00	0.00	356.00	72.06
50-111-5205 Medicare	15,088.00	10,393.65	10,393.65	0.00	4,694.35	68.89
50-111-5207 Workers' Compensation	8,316.00	7,285.00	7,285.00	0.00	1,031.00	87.60
50-111-5208 PERS Contributions	105,108.00	78,204.26	78,204.26	0.00	26,903.74	74.40
50-111-5209 Retirees' Medical Insurance	6,000.00	4,164.39	4,164.39	0.00	1,835.61	69.41
50-111-5211 Social Security	0.00	55.90	55.90	0.00	-55.90	0.00
50-111-5212 Deferred Comp Matching Benefit	27,600.00	18,962.50	18,962.50	0.00	8,637.50	68.70
50-111-5219 PERS Contributions-UAL	72,541.00	97,438.84	97,438.84	0.00	-24,897.84	134.32
50-111-5220 FSA Expense	630.00	315.00	315.00	47.25	267.75	57.50
50-111-5301 Networking Services	38,800.00	22,637.16	22,637.16	15,591.83	571.01	98.53
50-111-5302 IT Computer Contract Services	55,000.00	27,500.00	27,500.00	27,500.00	0.00	100.00
50-111-5304 Accounting/Auditing Services	34,881.00	22,050.00	22,050.00	0.00	12,831.00	63.21
50-111-5305 Legal Services	105,700.00	30,837.02	30,837.02	74,862.98	0.00	100.00
50-111-5306 Recruitment Costs	65,395.00	34,710.93	34,710.93	32,069.75	-1,385.68	102.12
50-111-5307 Software Maintenance Services	81,548.00	63,651.24	63,651.24	23,865.94	-5,969.18	107.32
50-111-5308 Banking Services (Fees)	7,500.00	1,261.70	1,261.70	0.00	6,238.30	16.82

**Expenditure Status Report**

**SOUTH BAY REGIONAL PCA**  
 7/1/2023 through 3/31/2024

**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	6,896.92	6,896.92	711.00	-107.92	101.44
50-111-5311 IT Consulting Services	43,000.00	6,000.00	6,000.00	12,000.00	25,000.00	41.86
50-111-5312 Medical Director Services/Paramedics	30,500.00	7,625.01	7,625.01	0.00	22,874.99	25.00
50-111-5313 Temporary Staffing Services	20,000.00	1,767.00	1,767.00	7,283.00	10,950.00	45.25
50-111-5401 Memberships & Dues	840.00	1,118.00	1,118.00	0.00	-278.00	133.10
50-111-5402 Publications	750.00	143.64	143.64	0.00	606.36	19.15
50-111-5403 Conferences, Meetings & Travel	28,000.00	10,736.57	10,736.57	0.00	17,263.43	38.34
50-111-5404 Employee Services	13,813.50	1,377.35	1,377.35	3,631.34	8,804.81	36.26
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	6,613.42	6,613.42	1,745.33	1,641.25	83.59
50-111-5502 Janitorial Supplies	12,100.00	3,390.03	3,390.03	3,216.20	5,493.77	54.60
50-111-5507 Postage & Shipping	1,000.00	920.63	920.63	1,003.77	-924.40	192.44
50-111-5509 Reproduction	500.00	0.00	0.00	0.00	500.00	0.00
50-111-5511 Office Equipment Lease	15,750.00	1,805.55	1,805.55	7,694.45	6,250.00	60.32
50-111-5513 General Liability Insurance Premium	337,000.00	266,686.51	266,686.51	0.00	70,313.49	79.14
50-111-5517 Vehicle Operations	2,000.00	280.00	280.00	220.00	1,500.00	25.00
50-111-5601 Telephone - Administration	17,969.00	11,777.89	11,777.89	0.00	6,191.11	65.55
50-111-5701 Maintenance - HQ	173,506.55	112,616.13	112,616.13	73,842.72	-12,952.30	107.47
50-111-5703 Electricity - HQ	150,000.00	118,529.59	118,529.59	0.00	31,470.41	79.02
50-111-5704 Electricity - Grandview	3,171.00	2,101.42	2,101.42	0.00	1,069.58	66.27
50-111-5705 Electricity - Punta Place	10,570.00	8,214.08	8,214.08	0.00	2,355.92	77.71
50-111-5706 Gas - HQ	16,912.00	9,681.32	9,681.32	0.00	7,230.68	57.25
50-111-5707 Water - HQ	5,126.45	2,897.66	2,897.66	0.00	2,228.79	56.52
50-111-5715 Electricity-MB Water Tower	6,500.00	2,635.22	2,635.22	0.00	3,864.78	40.54
50-111-5810 Office Equipment	10,000.00	0.00	0.00	0.00	10,000.00	0.00
50-111-5820 Other Equipment	5,000.00	2,072.69	2,072.69	0.00	2,927.31	41.45
50-111-5830 Furniture & Fixtures	2,500.00	758.68	758.68	0.00	1,741.32	30.35
<b>Total Expenditures</b>	<b>2,685,923.50</b>	<b>1,798,494.97</b>	<b>1,798,494.97</b>	<b>285,285.56</b>	<b>602,142.97</b>	<b>77.58</b>
<b>Total Administration</b>	<b>2,685,923.50</b>	<b>1,798,494.97</b>	<b>1,798,494.97</b>	<b>285,285.56</b>	<b>602,142.97</b>	<b>77.58</b>
51 GASB 68 Pension Expenses						
51-100 Administration						

**Expenditure Status Report**

**SOUTH BAY REGIONAL PCA  
 7/1/2023 through 3/31/2024**

**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>
51-100-5000 Expenditures						
<b>Total GASB 68 Pension Expenses</b>	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)	5,412,120.00	2,832,402.42	2,832,402.42	0.00	2,579,717.58	52.33
60-211-5102 Salaries (Part-Time)	0.00	75,511.64	75,511.64	0.00	-75,511.64	0.00
60-211-5103 Overtime	225,000.00	812,014.48	812,014.48	0.00	-587,014.48	360.90
60-211-5104 Acting Pay	10,000.00	3,260.54	3,260.54	0.00	6,739.46	32.61
60-211-5105 Bilingual Pay	9,600.00	8,150.00	8,150.00	0.00	1,450.00	84.90
60-211-5108 Sick Leave Payoff	95,000.00	61,356.90	61,356.90	0.00	33,643.10	64.59
60-211-5109 Vacation Leave Payoff	75,000.00	46,116.46	46,116.46	0.00	28,883.54	61.49
60-211-5110 Training Pay	15,000.00	10,891.93	10,891.93	0.00	4,108.07	72.61
60-211-5112 Other Pay	0.00	8,500.00	8,500.00	0.00	-8,500.00	0.00
60-211-5114 Holiday Payoff	52,000.00	3,076.36	3,076.36	0.00	48,923.64	5.92
60-211-5115 Education Incentive Pay	132,173.00	74,807.21	74,807.21	0.00	57,365.79	56.60
60-211-5201 Medical Insurance	600,055.00	394,900.01	394,900.01	0.00	205,154.99	65.81
60-211-5202 Dental Insurance	56,173.00	35,854.04	35,854.04	0.00	20,318.96	63.83
60-211-5203 Vision Insurance	17,207.00	9,856.91	9,856.91	0.00	7,350.09	57.28
60-211-5204 Life Insurance	11,629.00	6,511.00	6,511.00	0.00	5,118.00	55.99
60-211-5205 Medicare	88,311.00	56,574.48	56,574.48	0.00	31,736.52	64.06
60-211-5206 Unemployment Insurance	15,000.00	758.00	758.00	0.00	14,242.00	5.05
60-211-5207 Workers' Compensation	39,500.00	34,602.00	34,602.00	0.00	4,898.00	87.60
60-211-5208 PERS Contributions	658,562.00	351,976.77	351,976.77	0.00	306,585.23	53.45
60-211-5209 Retirees' Medical Insurance	72,000.00	50,039.97	50,039.97	0.00	21,960.03	69.50
60-211-5212 Deferred Comp Matching Benefit	76,500.00	43,602.31	43,602.31	0.00	32,897.69	57.00
60-211-5219 PERS Contributions-UAL	514,011.00	660,114.97	660,114.97	0.00	-146,103.97	128.42
60-211-5220 FSA Expense	4,004.00	2,295.68	2,295.68	218.25	1,490.07	62.79
60-211-5302 Computer Contract/CAD	146,000.00	19,360.00	19,360.00	26,400.00	100,240.00	31.34
60-211-5401 Memberships & Dues	2,290.00	131.00	131.00	0.00	2,159.00	5.72

**Expenditure Status Report**

**SOUTH BAY REGIONAL PCA**  
 7/1/2023 through 3/31/2024

**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>
60-211-5402 Publications	1,710.00	0.00	0.00	0.00	1,710.00	0.00
60-211-5403 Conferences, Meetings & Travel	23,846.00	4,146.24	4,146.24	4,986.00	14,713.76	38.30
60-211-5404 Employee Services	2,500.00	7,271.73	7,271.73	0.00	-4,771.73	290.87
60-211-5405 Employee Awards	1,000.00	0.00	0.00	0.00	1,000.00	0.00
60-211-5406 POST Training	12,608.00	894.00	894.00	0.00	11,714.00	7.09
60-211-5407 Tuition Reimbursement	16,000.00	3,405.50	3,405.50	0.00	12,594.50	21.28
60-211-5506 Uniforms/Safety Equipment	8,000.00	5,994.99	5,994.99	2,791.31	-786.30	109.83
60-211-5509 Reproduction	500.00	0.00	0.00	0.00	500.00	0.00
60-211-5603 Telephone - El Segundo	3,171.00	2,475.25	2,475.25	0.00	695.75	78.06
60-211-5604 Telephone - Gardena	3,171.00	625.82	625.82	0.00	2,545.18	19.74
60-211-5606 Telephone - Hawthorne	20,000.00	18,442.96	18,442.96	0.00	1,557.04	92.21
60-211-5607 Telephone - Hermosa Beach	12,684.00	5,519.59	5,519.59	0.00	7,164.41	43.52
60-211-5608 Telephone - Manhattan Beach	6,342.00	2,899.06	2,899.06	0.00	3,442.94	45.71
60-211-5611 Telephone - Punta Place	4,756.50	781.80	781.80	0.00	3,974.70	16.44
60-211-5612 Telephone - RCC	11,627.00	6,637.04	6,637.04	0.00	4,989.96	57.08
60-211-5614 Verizon Wireless Reimbursable	65,000.00	40,055.67	40,055.67	0.00	24,944.33	61.62
60-211-5615 Telephone - Culver City	15,326.50	11,664.97	11,664.97	0.00	3,661.53	76.11
60-211-5810 Office Equipment	5,000.00	0.00	0.00	1,497.94	3,502.06	29.96
60-211-5820 Other Equipment	3,000.00	3,608.89	3,608.89	0.00	-608.89	120.30
60-211-5830 Furniture & Fixtures	12,000.00	3,582.50	3,582.50	16,141.88	-7,724.38	164.37
<b>Total Operations</b>	<b>8,555,377.00</b>	<b>5,720,671.09</b>	<b>5,720,671.09</b>	<b>52,035.38</b>	<b>2,782,670.53</b>	<b>67.47</b>
70 Technical Services						
70-300 Technical Services						
70-300-5000 Expenditures						
70-311-5101 Salaries (Full-Time)	507,570.00	292,897.71	292,897.71	0.00	214,672.29	57.71
70-311-5103 Overtime	3,500.00	32,621.60	32,621.60	0.00	-29,121.60	932.05
70-311-5107 Merit Pay	850.00	400.00	400.00	0.00	450.00	47.06
70-311-5108 Sick Leave Payoff	10,500.00	8,277.13	8,277.13	0.00	2,222.87	78.83
70-311-5109 Vacation Leave Payoff	10,000.00	6,704.65	6,704.65	0.00	3,295.35	67.05
70-311-5110 Training Pay	0.00	477.00	477.00	0.00	-477.00	0.00
70-311-5201 Medical Insurance	61,200.00	26,580.33	26,580.33	0.00	34,619.67	43.43

**Expenditure Status Report**

**SOUTH BAY REGIONAL PCA**  
 7/1/2023 through 3/31/2024

**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>
70-311-5202 Dental Insurance	6,300.00	4,763.63	4,763.63	0.00	1,536.37	75.61
70-311-5203 Vision Insurance	1,790.00	1,214.56	1,214.56	0.00	575.44	67.85
70-311-5204 Life Insurance	1,020.00	629.00	629.00	0.00	391.00	61.67
70-311-5205 Medicare	7,764.00	4,753.67	4,753.67	0.00	3,010.33	61.23
70-311-5207 Workers' Compensation	56,132.00	49,170.00	49,170.00	0.00	6,962.00	87.60
70-311-5208 PERS Contributions	58,676.00	35,296.86	35,296.86	0.00	23,379.14	60.16
70-311-5209 Retirees' Medical Insurance	18,000.00	10,228.80	10,228.80	0.00	7,771.20	56.83
70-311-5212 Deferred Comp Matching Benefit	3,000.00	4,812.50	4,812.50	0.00	-1,812.50	160.42
70-311-5219 PERS Contributions-UAL	43,128.00	57,408.19	57,408.19	0.00	-14,280.19	133.11
70-311-5302 IT Computer Contract Services	145,000.00	72,500.00	72,500.00	72,500.00	0.00	100.00
70-311-5311 GST Software Reimbursable	52,692.00	52,692.00	52,692.00	0.00	0.00	100.00
70-311-5403 Conferences, Meetings & Travel	2,650.00	50.00	50.00	0.00	2,600.00	1.89
70-311-5503 General Technical Supplies	7,500.00	4,752.64	4,752.64	0.00	2,747.36	63.37
70-311-5506 Uniforms/Safety Equipment	2,500.00	952.77	952.77	1,547.23	0.00	100.00
70-311-5507 Postage & Shipping	1,200.00	0.00	0.00	0.00	1,200.00	0.00
70-311-5514 Parts - Billing	739,900.00	454,738.64	454,738.64	408,775.09	-123,613.73	116.71
70-311-5515 Parts - Telecommunications	0.00	83.23	83.23	0.00	-83.23	0.00
70-311-5517 Vehicle Operations	4,756.50	1,308.32	1,308.32	940.00	2,508.18	47.27
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	226,878.15	226,878.15	117,750.00	-19,628.15	106.04
70-311-5810 Office Equipment	2,000.00	0.00	0.00	0.00	2,000.00	0.00
<b>Total Technical Services</b>	<b>2,077,628.50</b>	<b>1,350,191.38</b>	<b>1,350,191.38</b>	<b>601,512.32</b>	<b>125,924.80</b>	<b>93.94</b>
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
80-454-5901 CIP Expenditures-IT Infrastructure/Equip	355,604.88	207,710.00	207,710.00	71,846.88	76,048.00	78.61
<b>Total Expenditures</b>	<b>355,604.88</b>	<b>207,710.00</b>	<b>207,710.00</b>	<b>71,846.88</b>	<b>76,048.00</b>	<b>78.61</b>
<b>Total CIP</b>	<b>355,604.88</b>	<b>207,710.00</b>	<b>207,710.00</b>	<b>71,846.88</b>	<b>76,048.00</b>	<b>78.61</b>
<b>Total Capital Infrastructure Projects</b>	<b>355,604.88</b>	<b>207,710.00</b>	<b>207,710.00</b>	<b>71,846.88</b>	<b>76,048.00</b>	<b>78.61</b>
<b>Total SBRPCA Enterprise Fund</b>	<b>13,674,533.88</b>	<b>9,077,067.44</b>	<b>9,077,067.44</b>	<b>1,010,680.14</b>	<b>3,586,786.30</b>	<b>73.77</b>

## Expenditure Status Report

SOUTH BAY REGIONAL PCA  
 7/1/2023 through 3/31/2024

**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						
<b>Total Grant Fund</b>	0.00	0.00	0.00	0.00	0.00	0.00
<b>Grand Total</b>	13,674,533.88	9,077,067.44	9,077,067.44	1,010,680.14	3,586,786.30	73.77

**G-1**



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 16, 2024

**ITEM NUMBER:** G-1

**TO:** Executive Committee

**FROM:** John Krok, Acting Executive Director

**SUBJECT:** Amended Uniform/Appearance Policy for Communications and Technical Services Personnel

**ATTACHMENTS:**

1. Current Uniform/Appearance Policy, Issued May 8, 2023
2. Resolution No. \_\_\_\_ with draft amended Uniform/Appearance Policy

### **RECOMMENDATION**

Staff recommends the Executive Committee recommend that the Board of Directors adopt a resolution amending the Uniform/Appearance Policy for Communications and Technical Services Personnel, which would supersede and amend the previous policy issued on May 8, 2023.

### **BACKGROUND AND DISCUSSION**

Attachment No. 1 is the current Uniform/Appearance Policy for Communications and Technical Services Personnel, which requires, among other things, those employees to wear a formal uniform during every shift except in rare occasions. Staff believes allowing these employees to wear a more casual and relaxed uniform, except in those instances in which when there is a tour group or a visit from other agency personnel or dignitaries, would improve employee morale and retention and would be greatly appreciated by those employees.

Attached as Attachment No. 2 is the draft Resolution with the draft amended Uniform/Appearance Policy that would permit Communications and Technical Services Personnel to wear a more casual and relaxed uniform that includes: blue jeans (ankle length, hemmed and without distressing); Authority-issued t-shirts and polo shirts; Authority-issued sweatshirts and hoodies; Authority-issued hats; and tennis shoes and sneakers. The Executive Director (or Acting Executive Director) will have the sole discretion to instruct personnel to dress more formally on certain days when, for example, there is a tour group or visit from dignitaries scheduled to occur at the Authority's facility.



The draft amended Policy also contains a new section to address body art (e.g., tattoos) to provide clarity on which body art must remain covered at all times. Finally, the draft amended Policy also reflects changes made by General Counsel to bring the Policy into compliance with state and federal law and recent case law.

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

**FISCAL IMPACT**

None.

G-1

Attachment 1

# SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

## MEMORANDUM

DATE: Revised May 8th, 2023

**TO:** COMMUNICATIONS AND TECHNICAL SERVICES PERSONNEL

**SUBJECT:** APM Section 27: UNIFORM/APPEARANCE POLICY

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### 1. BACKGROUND

This policy is to establish uniform and appearance regulations for the South Bay Regional Public Communications Authority's Communications Supervisors, Communications Operators, and Technical Services employees. These personnel are unique in that they are not directly subject to public scrutiny but often encounter four groups of various types, personnel visits from other agencies, foreign visitors, city dignitaries and inter-departmental personnel.

### 2. POLICY

- A. Smartness of appearance includes cleanliness and neatness of dress as well as a uniform method of wearing clothing. It should be the concern of all personnel to address uniform and personal appearance with a sense of pride.
- B. All personnel should adhere to the guidelines outlined in this policy.
- C. Only uniforms and equipment furnished/authorized by the South Bay Regional Public Communications Authority shall be worn.

### 3. SPECIFICATIONS

#### A. Uniform Shirt

Authority issued uniform shirts shall be dark blue or black in color with short or long sleeves and designated Authority insignias. All buttons, except the collar button, shall be buttoned. Only shirts with an altered finished hem shall be worn outside the pants. If the shirt does not have an altered finished hem, it must be tucked inside the pants. A black undershirt is permitted to be visible under the uniform shirt.

B. Uniform Pant

Authority issued uniform pants shall be dark blue or black in color with a finished hem. Technical Services personnel may wear Authority issued black uniform shorts.

C. Belt

Belts shall be one and one-half inches wide and black in color with a silver buckle. (The previously-issued belt with Velcro closure is acceptable until a replacement is needed. New belts must follow the above guidelines.)

D. Shoes

Shoes, including the soles, shall be black in color with plain rounded toe, covered heel and no ornamentation. Black tennis shoes adhering to the above guidelines shall be acceptable. Boots with a flat heel that meet above guidelines shall be optional. Shoes and boots shall be kept clean, in proper repair and good appearance.

E. Socks

Black crew length socks shall be worn with uniform pants.

F. Jackets

Only Authority issued jackets are allowed. Jackets will include the employee's last name and logo. Jackets shall be worn as a cover while the employee is in transit to or from work, in uniform or on personal business. One jacket will be issued every five years.

G. Jewelry

Uniformed employees shall not wear conspicuous rings. With the exception of any authorized by this chapter, jewelry or personal ornaments shall not be affixed to any part of the uniform or equipment.

H. Identification Card

When on duty, all personnel are required to have an SBRPCA issued identification card in their possession.

4. MAINTENANCE OF UNIFORM

- A. All personnel are responsible for maintaining their uniforms and equipment in a clean, presentable, and serviceable condition at all times. Uniforms shall be neatly pressed.
- B. Refer to MOU for uniform cycle and replacement.
- C. Personnel who damage a uniform or uniform equipment as a result of action taken in the course of performing his/her duties shall be provided a replacement at the cost of the Authority. A written report of the damage shall be submitted to the shift supervisor as soon as possible. The report shall contain a detailed description of the incident and how the damage occurred and it shall be signed by the employee. The supervisor will forward the report to Management for review. The Authority shall not be responsible for replacement of items that are lost. The employee shall replace any uniform article damaged or worn out by carelessness.

5. WEARING OF THE UNIFORM

- A. Communications and Technical Services personnel shall wear the uniform during all tours of duty except:
  - 1. When participating in a South Bay Regional Public Communications Authority scheduled ride along.
  - 2. When attending events where wearing of civilian attire is considered to be more suitable for the occasion (court appearances, etc.)
  - 3. When so directed by Management.
  - 4. The Authority will issue maternity uniforms when wearing of the regulation uniform is no longer possible.

6. PERSONAL APPEARANCE

- A. Employees shall be neat and clean at all times while on duty and shall ensure that their personal appearance conforms with the following:

## 1. Female Employees

- a. Hair shall be neat, clean, well groomed, and properly trimmed. It shall be of a reasonable color and style. Hair adornments shall be kept simple and black or navy blue in color.

## 2. Male Employees

- a. Hair shall be neat, clean, properly trimmed, and of a style that is socially acceptable with contemporary standards. Hair shall not be of a length that covers any portion of the ears or extend below the upper portion of the uniform shirt collar. Ponytails are not acceptable.
  - b. Mustaches shall be neatly trimmed and shall not extend further than one half inch below the edge of the mouth. Thickness shall not be more than one quarter of an inch in depth and shall not appear bushy. The ends of the mustache may not be waxed or twisted.
  - c. Goatees or beards shall be neatly trimmed. The thickness shall not be more than one quarter of an inch in depth or length and shall not extend past the jaw line. Except for the areas of facial growth permitted by this procedure, all employees shall be clean-shaven. Final determination of acceptable appearance remains at the sole discretion of the Executive Director.
  - d. Sideburns shall not extend below the bottom of the ear lobe. They shall be neatly trimmed so as to not cover the ears or extend toward the mouth in a "mutton chops" fashion. They shall end in a distinct horizontal line.
- B. Excessive jewelry, make-up, and hair ornaments shall not be permitted. Employees shall not wear items of jewelry that are distracting, ostentatious, or offensive while on duty. There shall be no eyebrow, lip or tongue ornamentation Small stud for nose is permitted.
- C. Final determination with regard to any aspect of, or deviation from, this policy remains the sole discretion of the Executive Director.

7. DISCIPLINE

Violations of this Uniform/Appearance Policy within a 12-month period shall be as follows:

First Offense: Documented reminder

Second Offense: Oral Reprimand

Third Offense: Written Reprimand

Progressive discipline shall continue for further violations.

8. DISTRIBUTION

Executive Director, Operations Manager, Administration Manager, Communications Supervisors, Communications Operators, Teamsters Business Agent, Communications Workers of America Business Agent.

9. PROPONENT

Administration Manger.

10. APPROVED: \_\_\_\_\_  
Ross Klun, Executive Director

G-1

Attachment 2



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

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS  
AUTHORITY           ADOPTING           AN           AMENDED  
UNIFORM/APPEARANCE POLICY**

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

WHEREAS, the Board of Directors desires to amend the Authority's current Uniform/Appearance policy for Communications and Technical Services Personnel.

WHEREAS, the Board of Directors desires that the previous Uniform/Appearance Policy, issued May 8, 2023, be replaced and superseded by the amended policy that is attached hereto as Exhibit A.

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

SECTION 1. The Board of Directors adopts the amended Uniform/Appearance Policy attached hereto as Exhibit A.

SECTION 2. The amended Uniform/Appearance Policy attached hereto as Exhibit A becomes the effective Policy and supersedes any previous versions of the Policy, including the version that was issued on May 8, 2023.

WE HEREBY CERTIFY that the foregoing is a true copy of the resolution adopted by the Board of Directors of the South Bay Regional Public Communications Authority in a meeting thereof held on the 16th day of April, 2024, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Rodney G. Tanaka, Chair  
Board of Directors

\_\_\_\_\_  
John Krok, Acting Executive Director and  
Secretary  
Board of Directors

TO: Communications and Technical Services Personnel  
FROM: John Krok  
DATE: \_\_\_\_\_, 2024  
SUBJECT: APM Section 27: Uniform/Appearance Policy

1. Background

This policy establishes uniform and appearance regulations for the South Bay Regional Public Communications Authority's Communications and Technical Services Personnel (referred to herein as "Personnel"). This policy replaces and supersedes the prior policy, issued on May 8, 2023.

2. Policy

A. All Personnel must comply with this Policy. If accommodations are required due to religious or medical restrictions (including pregnancy), the employee must contact the Administrative Services Manager to request an accommodation. The Authority may request documentation to support a request for accommodation.

B. Unless otherwise instructed by the Executive Director, Personnel may dress casually. Acceptable casual dress means: blue jeans or navy slacks; tennis shoes or sneakers; Authority-issued t-shirts/polos; Authority-issued sweatshirts/hoodies; and Authority-issued hats. Jeans shall be medium to dark blue in color without distressing, ankle length, and hemmed.

C. At the sole discretion of the Executive Director, Personnel may be instructed at any time to dress more formally. More formal dress means:

i. Uniform Shirt. Authority-issued uniform shirts shall be dark blue or black, with short or long sleeves and Authority insignia. All buttons, except the collar button, shall be kept buttoned. Only shirts with an altered finished hem may be worn outside the pants. If the shirt does not have an altered finished hem, it must be tucked inside the pants. A black crew neck undershirt may be visible under the uniform shirt.

ii. Uniform Pant. Authority-issued uniform pants shall be dark blue or black, with a finished hem. Technical Services personnel may wear Authority-issued black uniform shorts.

iii. Belts. Belts shall be of leather-like material, one and one-half inches wide, and black with a silver buckle. Previously-issued belts with a Velcro closure are acceptable until a replacement belt is needed. Replacement belts shall comply with the new guideline.

iv. Shoes. Shoes, including the soles, must be black with plain rounded toe, covered heel, and no ornamentation. Black tennis shoes or boots that adhere to these guidelines are acceptable. Shoes must be kept clean and in proper repair.

v. Socks. Black crew-length socks shall be worn with uniform pants.

vi. Jackets. Only Authority-issued jackets are allowed. Jackets will include the Authority logo and employee's last name. Jackets shall be worn while the employee is in transit to or from work while dressed in uniform or on personal business while dressed in uniform. One jacket will be issued every five years.

vii. Jewelry. Uniformed employees shall not wear conspicuous rings. With the exception of any specifically authorized jewelry, jewelry or personal ornaments shall not be affixed to any part of the uniform.

viii. Identification Card. When on duty, Personnel are required to have an Authority-issued identification card in their possession.

3. Maintenance of Uniform

i. Personnel are responsible for maintaining their uniforms in a clean, presentable, and serviceable condition. Uniforms shall be neatly ironed or pressed.

ii. The MOU governs uniform cycle and replacement.

iii. Personnel who damage a uniform or uniform equipment in the course of their duties for the Authority shall be issued a replacement at no cost to the employee. The employee shall submit a written report of any damage to the shift supervisor as soon as possible after the incident. The report shall contain a detailed description of the incident and how the damage occurred, and shall be signed by the employee. The supervisor shall forward the report to Management for review. The Authority reserves the right to discipline employees who lose or carelessly damage items issued to them.

4. Personal Appearance

i. Employees shall be neat and clean while on duty in accordance to policy and applicable law.

ii. Hair shall be neat, clean, well-groomed, and properly trimmed, in a work-appropriate color and style. Any hair ornaments shall be dark blue or black.

iii. Mustaches shall be neatly trimmed and shall not extend further than one half inch below the bottom edge of the mouth. The ends of the mustache may not be waxed or twisted.

iv. Goatees and beards must be neatly trimmed, and shall not extend past the jaw line.

v. Sideburns shall not extend beyond the bottom of the earlobe.

vi. Personnel shall not wear jewelry or hair ornaments that are distracting, ostentatious, or involves a message that would violate the Authority's policy on harassment or discrimination. No jewelry is permitted on the eyebrows, lips, tongue, or elsewhere on the face other than nose or ears. A small nose stud is permitted. Earrings must be only a small stud or hoop.

5. Body Art

Body art is defined as an art form in which a person's body is the medium and includes tattoos, scarification, and/or branding. Tattoo is defined as the act or practice of marking the skin with indelible designs, forms, figures, art, etc., by making punctures in the skin and inserting pigments. Scarification is defined as the act of intentional cutting of the skin for the purpose of creating a design, form, figure or art. Branding is defined as the act of intentional burning of the skin for the purpose of creating a design, form, figure, or art.

The following body art must remain covered at all times:

- i. The body art is of a sexually graphic and/or explicit nature;
- ii. The body art depicts, advocates or symbolizes gender, racial, religious, ethnic or national origin discrimination, or discrimination based on any protected class as defined by California or federal law;
- iii. The body art indicates, denotes, or advocates membership in any gang affiliation, criminal enterprise, and/or any group which espouses racial supremacy, advocates violence, degrades any section of society, and/or symbolizes, depicts, or advocates illegal drug use.
- iv. The body art depicts, symbolizes, or advocates the violent overthrow of the State of California or federal government, and/or violence against the State of California or federal government or any division thereof.
- v. The body art violates the Authority's policies against harassment and discrimination.

6. Enforcement

The Executive Director has the sole authority and discretion to enforce this policy.

7. Discipline

Violations of this Uniform/Appearance Policy within a 12-month period shall be subject to progressive discipline.

8. Distribution

Executive Director, Operations Manager, Administrative Services Manager, Communications Supervisors, Communications Operators, Communications Specialists, Teamsters Business Agent, Communications Workers of America Business Agent.

9. Proponent

Administrative Services Manager.

10. Approved

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John Krok, Acting Executive Director

G-2



# Staff Report

## South Bay Regional Public Communications Authority

**MEETING DATE:** April 16, 2024

**ITEM NUMBER:** G-2

**TO:** Executive Committee

**FROM:** John Krok, Acting Executive Director  
Vanessa Alfaro, Finance & Performance Audit Manager

**SUBJECT:** AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND FOSTER & FOSTER CONSULTING ACTUARIES, INC FOR ACTUARIAL CONSULTING SERVICES

**ATTACHMENTS:** 1. Agreement

### **RECOMMENDATION**

Staff recommends that the Executive Committee authorize the Executive Director to execute an agreement with Foster & Foster Consulting Actuaries, Inc. for actuarial consulting services in a total not-to-exceed amount of \$44,900 for these services through June 30, 2027.

### **BACKGROUND**

Governmental Accounting Standards Board (GASB) statement number 68 requires an annual valuation and reporting of net pension liability (NPL) for the Authority. Additionally, GASB statement number 75 requires the liability of other postemployment benefits (OPEB) to be measured as the portion of the present value of projected benefit payments to be provided to current active and inactive employees, less the amount of the OPEB plan's fiduciary net position.

Due to the complex nature of the actuarial valuations, these tasks are best suited for professionals with subject matter expertise in this sector. In previous years, the Authority has contracted with Bartel Associates, LLC, which was acquired by Foster & Foster in 2022.

The Authority's last OPEB valuation is as of June 30, 2021, which was used as the basis for relevant accounting information in the Authority's financial statements for fiscal years

ending June 30, 2022 and June 30, 2023, respectively.

## **DISCUSSION**

The Authority solicited proposals for actuarial services from nine (9) actuary firms. Of the nine firms, three (3) responded and submitted proposals. Staff utilized the following evaluation criteria to rate the proposals received from Foster & Foster, VIA Actuarial Solutions, and MacLeod Watts:

35% - The firm's past experience and performance on comparable government engagements.

25% - The experience of the firm's professional personnel to be assigned to the engagement.

10% - Planning/Schedule for the engagement.

20% - Fee for the engagement.

10% - Adherence and clarity to requests for proposals.

Based on the scores from the evaluation criteria, staff selected Foster & Foster as the firm best qualified to provide the pension and OPEB related actuarial services required by GASB 68 and 75 through June 30, 2027. Foster & Foster is an independent national actuarial consulting firm that has been providing actuarial consulting services to public retirement programs for over 44 years. The firm currently serves more than 2,000 public entities nationwide, and nearly 500 public entities in California.

The Agreement with Foster & Foster has been reviewed by General Counsel and includes the following:

- OPEB Valuations for FY ending June 30, 2023 and June 30, 2025
- GASB Statement 75 Reporting for FY24, FY25, FY26, and FY27
- GASB Statement 68 Reporting for FY24, FY25, FY26, and FY27

Additional details are available in Exhibit A Scope of Services and a fee breakdown is available in Exhibit B Approved Fee Schedule of the agreement.

Per the Authority's Purchasing Policy, contracts for professional services are exempt from bidding but require Executive Committee approval if they exceed \$25,000.

## **FISCAL IMPACT**

None. Funds are available in the Fiscal Year 2024-2025 adopted budget for this purchase.



G-2

Attachment 1

**AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC  
COMMUNICATIONS AUTHORITY AND FOSTER & FOSTER CONSULTING  
ACTUARIES, INC. FOR ACTUARIAL CONSULTING SERVICES.**

This Professional Services Agreement (“Agreement”) is dated April 16, 2024 (“Effective Date”) and is between the South Bay Regional Public Communications Authority (“Authority”), a Joint Powers Authority, and Foster & Foster Consulting Actuaries, Inc., a Florida corporation (“Contractor”). Authority and Contractor are sometimes referred to herein as the “Parties”, and individually as a “Party”.

**RECITALS**

A. Authority desires to utilize the services of Contractor as an independent contractor to perform actuarial consulting services in accordance with The Governmental Accounting Standards Board (GASB) pronouncements.

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

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

The Parties therefore agree as follows:

**1. Contractor’s Services.**

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

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

C. Time for Performance. Contractor shall commence the Services on the Effective Date and shall perform all Services according to the timeframes set forth in Exhibit A and by the deadline established by the Authority Representative or, if no deadline is established, with reasonable diligence.

D. Standard of Performance. Contractor shall perform all Services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to Authority.

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

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

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

**2. Term of Agreement.** The term of this Agreement shall be from the Effective Date through August 31, 2027, (“Termination Date”) unless sooner terminated as provided in Section 12 of this Agreement or extended by written agreement.

### **3. Compensation.**

A. Compensation. As full compensation for Contractor’s Services rendered, Authority shall pay Contractor at the rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Contractor be paid more than \$44,900 (the “Maximum Compensation”).

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

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

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

A. Invoices. Contractor shall submit to Authority an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and

the amount due. Authority shall review each invoice and notify Contractor in writing within ten Business days of receipt of any disputed invoice amounts.

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

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

**5. Independent Contractor.** Contractor is, and shall at all times remain as to Authority, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Authority, except as explicitly provided in Paragraph 8 of this Agreement. Neither Authority nor any of its employees, officers, or agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of Authority.

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

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

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

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

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

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

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

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

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify Authority and its officers, officials, attorneys, agents, employees, designated volunteers, successors, assigns, members of its committees, and all of the officers, officials, attorneys, agents, and employees of each of the cities that are members of the Authority at the time this Agreement is in effect (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments,

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

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

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

B. Workers' Compensation Acts Not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor

expressly waives its statutory immunity under such statutes or laws as to Authority, its officers, agents, employees, and volunteers.

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

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

## **9. Insurance.**

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

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

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

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

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

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A: VII or better in the latest edition of the A.M. Best Insurance Rating Guide.

Self-insurance shall not be considered to comply with the insurance requirements under this Section.

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

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

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

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

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

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



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

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

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

## **10. Mutual Cooperation.**

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

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

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

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

A. Right to Terminate. Authority may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Contractor at least five calendar days before the termination is to be effective. Contractor may only terminate this

Agreement for cause if Authority fails to cure a breach of this Agreement within 10 calendar days after Contractor gives written notice to Authority of the breach.

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

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

**14. Default.**

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

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

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

If to Authority:  
Attn: John Krok, Acting Executive Director  
SBRPCA

4440 W. Broadway  
Hawthorne, California 90250  
Telephone: 310-973-1802  
Email: [jkrok@rcc911.org](mailto:jkrok@rcc911.org)

If to Contractor:  
Attn: Kateryna Pryor  
Foster & Foster Consulting Actuaries  
Inc.

411 Borel Avenue, Suite 620  
San Mateo, California 94402  
Telephone: 650-377-1600  
Email: [kateryna.pryor@foster-foster.com](mailto:kateryna.pryor@foster-foster.com)

**16. Non-Discrimination and Equal Employment Opportunity.** In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religion, creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, pregnancy or pregnancy-related conditions (such as breastfeeding), genetic information, sexual orientation, military or veteran status, or on the basis of any other status protected by law. Contractor will take affirmative steps to ensure that its subcontractors and applicants are hired, and that employees are treated during employment, without regard to their race, color, religion, creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, pregnancy or pregnancy-related conditions (such as breastfeeding) genetic information, sexual orientation, military or veteran status, or any other status protected by law.

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

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

**19. Waiver.** No delay or omission to exercise any right, power or remedy accruing to Authority under this Agreement shall impair any right, power or remedy of Authority, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall

be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

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

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

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

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

**24. Entire Agreement and Modification of Agreement.** This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written

understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

**25. Headings.** The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

**26. Word Usage.** Unless the context clearly requires otherwise, (a) the words “shall,” “will” and “agrees” are mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

**27. Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

**28. Business Days.** “Business days” means days Authority is open for business.

**29. Governing Law and Choice of Forum.** This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over Authority’s business address located in Hawthorne, California.

**30. Attorneys’ Fees.** In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys’ fees, experts’ fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

**31. Severability.** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

**32. Counterparts.** This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

**33. Corporate Authority.** Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

Authority:

South Bay Regional Public  
Communications Authority  
a Joint Powers Authority

Contractor:

Foster & Foster Consulting Actuaries, Inc.  
a Florida corporation

By: \_\_\_\_\_  
Name: John Krok  
Title: Acting Executive Director

By: \_\_\_\_\_  
Name: Drew Ballard  
Title: Senior Consulting Actuary

ATTEST:

By: \_\_\_\_\_  
Name: Jonathan Davidson  
Title: Chief Legal Officer

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Name: Jennifer Petrusis  
Title: General Counsel

## **EXHIBIT A SCOPE OF SERVICES**

**OPEB Valuations** (June 30, 2023 and June 30, 2025) which include:

- Authority's funded status as of valuation date
- Actuarially determined contributions (ADC) for 2024/25, 2025/26 and 2026/27, 2027/28
- A summary of plan provisions, actuarial assumptions and methods
- Detailed participant statistics, including summary of healthcare plan and coverage elections
- Historical valuation results, asset information, demographic information, and contributions vs. ADC
- Gain and loss analysis with changes in the Actuarial Accrued Liability since the prior valuation
- Long term benefit payout projection
- OPEB obligations with cash subsidy and implicit subsidy
- Detailed participant statistics, including summary of healthcare plan and coverage elections
- CERBT valuation packet

**OPEB GASB Statement 75** (2023/24 through 2026/27) reports which include all actuarial information necessary to satisfy requirements of GASBS 75 including:

- Notes
- Required Supplementary Information
- Supporting exhibits and calculations
- Journal entries

**GASB Statement 68** (2023/24 through 2026/27) reports which include all information necessary to satisfy requirements of GASBS 68 including:

- Authority's proportionate share of net pension liability, NPL sensitivity, and deferral amounts
- All employer-specific deferrals and associated recognition schedules
- Net pension expense
- All actuarial amounts required for the note disclosures and RSI
- Supporting exhibits and calculations
- Journal entries

Contractor will meet with the Authority (via video conference call) to discuss results and provide technical assistance to staff and/or the Authority's audit firm (if necessary) related to the valuation and reports.



**EXHIBIT B  
APPROVED FEE SCHEDULE**

Compensation.

As full compensation for Contractor's Services provided under this Agreement, Authority shall pay Contractor in an amount not to exceed \$44,900 per the following fee schedule:

<b>Fiscal Year</b>	<b>2023/24</b>	<b>2024/25</b>	<b>2025/26</b>	<b>2026/27</b>
OPEB Valuation Date	6/30/2023	n/a	6/30/2025	n/a
OPEB Actuarial Funding Valuation	\$12,500	n/a	\$13,500	n/a
GASB 75 report	2,750	\$2,750	3,000	3,000
GASB 68 report	1,700	1,800	1,900	2,000
Total:	\$16,950	\$4,550	\$18,400	\$5,000
<b>Total Not-To-Exceed Fees for Fiscal year 2023/24 to 2026/27:</b>				<b>\$44,900</b>

H-1

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

**MARCH 19, 2024**

**A. CALL TO ORDER**

The Board of Directors, the Executive Committee and the User Committee convened in a regular joint session at 2:06PM on Tuesday, March 19, 2024, 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  
Chief Rachel Johnson, Manhattan Beach Police Department  
Chief Mike Lang, Manhattan Beach Fire Department  
Captain Christian Eichenlaud, Manhattan Beach

Absent: City Manager Clint Osorio City of 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

**C. PUBLIC DISCUSSION**

None.

**D. BOARD OF DIRECTORS CONSENT**

1. Minutes from January 16, 2024 and March 5, 2024

**APPROVE**

2. Updated Publicly Available Pay Schedule

**APPROVE AND ADOPT**

3. Cash and Investments Report for December 31, 2023

**RECEIVE AND FILE**

4. Resolution Delegating Investment Authority to the Treasurer over Authority Funds and the Authority's Section 115 Trust

**APPROVE AND ADOPT RESOLUTION**

**MOTION:** Councilmember Lesser moved to approve the Board of Directors Consent Calendar Items 1-4. The motion was seconded by Councilmember Monteiro and passed by a vote of 3-0.

E. **ITEMS REMOVED FROM CONSENT CALENDAR**

None.

F. **BOARD OF DIRECTORS GENERAL BUSINESS**

1. Resolution Adopting the Budget for Fiscal Year 2024-2025

**APPROVE AND ADOPT RESOLUTION**

Finance Manager Alfaro summarized the Fiscal Year 2024-2025 Budget Report and gave an overview of the Authority's revenues and expenses. She reported assessments are based on the cost allocation policy adopted by the Board of Directors updated in September 2022. This policy ties assessments as closely as possible to the services provided to its member and contract cities by utilizing key data. The assessments now include technical services division workload support charges. Manager Alfaro reviewed the Authority's Enterprise Fund Balance Projections and noted that the available balance after reserve allocations does not include the five (5) year Capital Improvement Plan (CIP) or new Computer Aided Dispatch (CAD) system.

Director Klun presented the Authority's Work Plan Objectives for fiscal year 2024-2025. He discussed recruitment and retention, the implementation of a new CAD system, succession planning, and customer service delivery.

Councilmember Lesser expressed concerns of the cost of the new CAD system. Director Klun stated that a new CAD system could range from 3.3 to 3.9 million. City Manager Moe inquired about an update with the five (5) year CIP. Director Klun noted that the CIP costs are primarily for the Authority's building.

**MOTION:** Councilmember Lesser moved to approve Resolution Adopting the Budget for Fiscal Year 2024-2025. The motion was seconded by Councilmember Monteiro and passed by a vote of 3-0.

2. Discuss Authority Governance and the Powers and Duties of the Board of Directors Pursuant to the Authority's Bylaws, and Consider Whether to Amend the Bylaws

**PROVIDE DIRECTION**

Councilmember Lesser requested that Authority's legal counsel research and report on best practices of Joint Power Authorities in terms of the appropriate role of the elected board. Councilmember Tanaka provided background on the history of the Authority (Executive & User Committee). Councilmember Monterio suggested that Authority staff and board meet to discuss matters concerning recruitment and retention. Legal counsel Petrusis was given direction to report back with a Special Meeting regarding this issue, tentatively scheduled for May 2024.

G. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes from January 16, 2024, February 6, 2024, February 20, 2024, March 5, 2024 and March 11, 2024

**APPROVE**

2. Check Register – February 2024

**RECEIVE AND FILE**

3. Approval of a Change Purchase Order in the Amount of \$85,000 to Havis Incorporated for a Total Not-To-Exceed Amount of \$135,000 for Supplies and Equipment

**APPROVE**

4. Side Letter Agreement Amending the January 1, 2022 to June 30, 2025 Memorandum of Understanding with the California Teamsters Public, Professional and Medical Employees Union Local 911

**APPROVE**

5. Side Letter Agreement Amending the January 1, 2022 to June 30, 2025 Memorandum of Understanding with the Communications Workers of America

**APPROVE**

**MOTION:** City Manager Moe moved to approve the Executive Committee Consent Calendar items 1-5. The motion was seconded by City Manager Norris and passed by a vote of 3-0.

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

None.

I. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Executive Director's Update on Staffing and Recruitment

**RECEIVE AND FILE**

Director Klun provided a staffing update for the communications center and noted the average number of overtime hours per employee, which has shown a 10% reduction over the past few months. Hiring efforts have contributed to this decline. The six new operators hired in February completed their first month of training. Current staffing levels are at 88%, two applicants have received conditional job offers, and two applicants are in the background process. Director Klun reported that the Authority conducted a successful "welcome" event for new hires, has hired an outside Recruiting Agency on a trial part-time basis, and is utilizing message boards to recruit applicants. He also stated that the Authority is working on the implementation of a citizen engagement tool called PowerEngage by PowerDM. This service sends a customer service satisfaction survey to callers via text that allows them to provide feedback on their experience with the call-taker. The positive feedback will be shared with our dispatchers on a status board for everyone to view. The director expects this to be an important tool to help boost morale. The director will also inquire about survey services for the city of Manhattan Beach.

J. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from January 16, 2024 and February 20, 2024

**APPROVE**

**MOTION:** Chief Johnson moved to approve the User Committee Consent Calendar Item

1. The motion was seconded by Chief Saffell and passed by a vote of 3–0.

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

None.

L. **EXECUTIVE DIRECTOR'S REPORT**

Director Klun provided a report on staffing at the Authority. He stated that earlier this month the Authority hosted two citizens academy tours for El Segundo and Manhattan Beach which resulted in positive feedback. Director Klun reported that the technical implementation of PulsePoint was completed in early March. Staff is in the process of reviewing the software and setting up weekly status calls. The Authority has requested a designee from each of the three fire departments attend the weekly meetings. Based off of the initial CAD vendor scores and functionality from CAD proposals Versaterm and Central Square demonstrations are being scheduled to take place in the middle of April. Our fire and police stakeholders will have the opportunity to attend the CAD demonstrations.

Chief Lang mentioned he would like to have involvement in the CAD build-out specifically as it pertains to the fire department.

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

City Manager Moe expressed his gratitude to Director Klun for his service in the Authority.

N. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Pursuant to Government Code section 54957(b)(1)  
Title: Executive Director

The Executive Committee entered closed session at 2:40PM.

Closed session report by General Counsel Jennifer Petrusis: The Executive Committee met in closed session according to the description on the agenda, voted 3-0 to appoint John Krok as Acting Executive Director effective April 7, 2024.

O. **ADJOURNMENT**

The meeting was adjourned at 2:55PM.