

A G E N D A
REGULAR MEETING OF THE EXECUTIVE COMMITTEE AND USER COMMITTEE
TUESDAY, NOVEMBER 19, 2024, 2:00 PM
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
SECOND FLOOR CONFERENCE ROOM
4440 W. BROADWAY, HAWTHORNE, CA

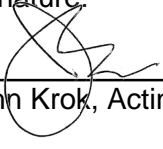
- A. **CALL TO ORDER**
- B. **ROLL CALL**
1. Executive Committee
2. User Committee
- C. **PUBLIC DISCUSSION**
Members of the public will be given the opportunity to directly address the Executive Committee and User Committee on any matter within the subject matter jurisdiction of the Authority, including items on the agenda.
- D. **EXECUTIVE COMMITTEE CONSENT CALENDAR**
1. Minutes from October 15, 2024
APPROVE
2. Check Register – October 2024
RECEIVE AND FILE
3. Cash and Investments Report July-September 2024
RECEIVE AND FILE
- E. **ITEMS REMOVED FROM THE CONSENT CALENDAR**
- F. **GENERAL BUSINESS**
1. Executive Director Employment Agreement
APPOINT JOHN KROK AS EXECUTIVE DIRECTOR, APPROVE THE EMPLOYMENT AGREEMENT, AND AUTHORIZE THE EXECUTIVE COMMITTEE CHAIRPERSON TO SIGN EMPLOYMENT AGREEMENT
2. Agreement with GetResQ911 to Provide Professional Placement Services for Temporary Communications Operators
APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE ON BEHALF OF AUTHORITY
- G. **USER COMMITTEE CONSENT CALENDAR**
1. Minutes from October 15, 2024
- H. **ITEMS REMOVED FROM CONSENT CALENDAR**
- I. **EXECUTIVE DIRECTOR REPORT**
 - Staffing Update
 - CAD Update
 - 5 Year CIP Update
 - Police & Fire Task Force
 - Medical Director
- J. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENT**

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

K. **ADJOURNMENT**

Posting Date/Time: November 14, 2024/5:00PM

Signature:



John Krok, Acting Executive Director

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

D-1

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

OCTOBER 15, 2024

A. CALL TO ORDER

The Executive Committee and the User Committee convened in a regular joint session at 2:01 PM on Tuesday, October 15, 2024, in the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

B. ROLL CALL

Present: City Manager Clint Osorio, City of Gardena
Interim City Manager Talyn Mirzakhanian, City of Manhattan Beach
City Manager Vontray Norris, City of Hawthorne
Chief Mike Saffell, Gardena Police Department
Chief Gary Tomatani, Hawthorne Police Department
Division Chief Anthony Gomes, Manhattan Beach Fire Department
Captain Andrew Enriquez, Manhattan Beach Police Department

Absent: Chief Mike Lang, Manhattan Beach Fire Department
Chief Rachel Johnson, Manhattan Beach Police Department

Also Present: Interim Executive Director John Krok
Operations Manager Shannon Kauffman
Finance Manager Vanessa Alfaro
Executive Assistant Cristina Manley
Jennifer Petrusis, General Counsel, RWG Law
Communications Supervisor Megan Cunningham
Accountant Brooke Turnbull

C. PUBLIC DISCUSSION

None.

D. EMPLOYEE RECOGNITION

Interim Executive Director Krok recognized Communications Supervisor Megan Cunningham for her 15 years of service with the Authority and Brooke Turnbull for her 5 years of service with the Authority.

E. EXECUTIVE COMMITTEE CONSENT CALENDAR

1. Minutes from August 13, 2024
APPROVE
2. Minutes from September 17, 2024
APPROVE
3. Check Register – September 2024
RECEIVE AND FILE
4. FY 2024/25 Budget Performance – Q1
RECEIVE AND FILE

MOTION: City Manager Mirzakhaniah abstained from Executive Committee Consent Calendar Item 1. City Manager Norris moved to approve the Executive Committee Consent Calendar items 1-4. The motion was seconded by City Manager Osorio and passed by a vote of 2-0 with one abstention.

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

None.

G. **GENERAL BUSINESS**

1. Potential Agreement with getResQ911 for Placement of Communications Operators as Temporary Authority Employees

APPROVE TO MOVE FORWARD EXPLORE CONTRACT

Interim Director Krok discussed contracting with an agency for temporary dispatch staffing needs. Agency provides experienced (tenured) employees for temporary employment. Financially feasible compared to current rates and overtime. CAL OES is in the process of preparing a report on the staffing crisis in 9-1-1 centers.

Request for approval to develop a contract for temporary employees (month-to-month) up to 6-months:

- Aim to implement before the holiday season.

MOTION: City Manager Mirzakhaniah moved to approve the Executive Committee General Business item 1. The motion was seconded by City Manager Norris and passed by a vote of 3 – 0.

2. CAD Project Update

RECEIVE AND FILE

Interim Director Krok discussed CAD project update. Per the direction of the Executive Committee, contract negotiations with vendor VersaTerm initiated. Focus on mobile systems observations and interfaces.

Mobile Systems Observation: Analyze current mobile functionality from end-user's perspective (inside pd/fire monitor vehicle).

Next steps: Engage cities for feedback on current needs and functionality. Review interfaces with police and fire personnel, get an understanding of current usage and future needs for all cities. Ongoing updates will be provided as they arise.

3. Phase 2 Agreement with CitCom for CAD Consulting Services

APPROVE

Interim Director Krok reported the 1st phase of the CitCom CAD agreement has been completed. Currently, working on the 2nd phase of the project. An agreement between the Authority and CitCom was provided. Contract details will remain the same as the first contract (hourly rate), and not to exceed amount \$31,900.

Approve and direct the Executive Director to execute the contract on behalf of the Authority.

MOTION: City Manager Norris moved to approve the Executive Committee General Business item 3. The motion was seconded by City Manager Mirzakhanian and passed by a vote of 3-0.

H. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from September 17, 2024

APPROVE

MOTION: Chief Saffell moved to approve the Executive Committee Consent Calendar Item 1. The motion was seconded by Chief Tomatani and passed 4-0.

I. **ITEMS REMOVED FROM CONSENT CALENDAR**

None.

J. **EXECUTIVE DIRECTORS REPORT**

- Authority Staffing Update

RECEIVE AND FILE

1. Interim Executive Director Krok provided a report on staffing in the communications center; two applicants are currently in backgrounds and several applicants to be interviewed this week. Three new hires have passed their 1st phase of training. He expressed that there are concerns about staffing levels with three retirements expected at year end. The Authority continues its' efforts to improve work-life balance and retention of staff. Communications Supervisors are being used to help staffing levels, filling positions during slower periods to offset overtime. It is imperative that the Authority continues to look at avenues to positively affect staffing numbers and the work-life balance of our current full-time employees. The possibility of using temporary dispatch employees to fill vacant hours, would be beneficial to the organization.

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

None.

L. **CLOSED SESSION**

At 2:16PM, the Executive Committee entered into closed session to discuss the following items:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Jennifer Petrusis

Employee: Executive Director

The meeting returned to open session at 2:59PM with no reportable action taken in closed session.

M.

ADJOURNMENT

The meeting was adjourned at 2:59PM.

D-2



Check Register FY 2024-25

October 2024

<u>Accounts Payable Check Issued Date</u>	<u>Total Check Amount</u>	<u>Notes</u>
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October 4, 2024	\$172,228.84	
October 11, 2024	\$104,974.11	
October 18, 2024	\$100,185.44	
October 25, 2024	<u>\$100,460.97</u>	
Accounts Payable Total	\$477,849.36	

<u>Payroll Checks Issued Date</u>		
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October 4, 2024	\$172,069.65	
October 18, 2024	<u>\$167,926.51</u>	
Payroll Total	\$339,996.16	

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
20807	10/1/2024	00696	GUARDIAN	533654-10	9/20/2024	GUARDIAN - DENTAL, VISION,	7,424.77	7,424.77
20808	10/4/2024	00058	CALPERS	1000000176803	9/16/2024	HEALTH PREMIUMS FOR OC	66,269.46	66,269.46
20809	10/4/2024	00219	INTERNAL REVENUE SEF	Ben39144	10/4/2024	FEDERAL WITHHOLDING TAX	34,215.23	34,215.23
20810	10/4/2024	00223	EMPLOYMENT DEVEL DE	Ben39148	10/4/2024	STATE DISABILITY INSURANC	15,387.06	15,387.06
20811	10/4/2024	00222	STATE DISBURSEMENT L	Ben39152	10/4/2024	SUPPORT: PAYMENT	184.62	184.62
20812	10/4/2024	00058	CALPERS	Ben39146	10/4/2024	PERS RETIREMENT: PAYMEN	33,878.01	33,878.01
20813	10/4/2024	00221	MISSIONSQUARE RETIRE	Ben39142	10/4/2024	DEFERRED COMPENSATION	12,351.19	12,351.19
58179	10/4/2024	00217	CALIFORNIA TEAMSTERS	Ben39140	10/4/2024	UNION DUES TEAMSTERS: P.	1,016.00	1,016.00
58180	10/4/2024	00218	CWA LOCAL 9400	Ben39138	10/4/2024	UNION DUES CWA: PAYMENT	113.56	113.56
58181	10/4/2024	00269	SHERIFF'S DEPARTMENT	Ben39136	10/4/2024	FILE NO. 3712408030018 GAF	638.87	638.87
58182	10/4/2024	00996	WAGeworks INC., HEAL	Ben39150	10/4/2024	HEALTH CARE FSA: PAYMEN	750.07	750.07
Sub total for BANK OF THE WEST:							172,228.84	

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2201	10/11/2024	00012	CALIFORNIA WATER SER 5550731926	10/1/2024	FIRE PROTECTION SERVICE	104.45	104.45
2202	10/11/2024	00069	SOUTHERN CALIFORNIA 700610392752	10/3/2024	ELECT SERV GRANDVIEW/ 8	334.69	334.69
58183	10/11/2024	00064	AT&T, ATT PAYMENT CEN 960 461-1623 55	10/1/2024	PHONE SERVICE 10/01/2024-	2,454.20	2,454.20
58184	10/11/2024	00014	CDW GOVERNMENT, INC AA7VL7E	9/25/2024	CDW-G BILLABLE PARTS	2,995.89	2,995.89
58185	10/11/2024	00017	CHEM PRO LABORATOR\ IN166906	10/1/2024	WATER TREATMENT SERVIC	96.05	96.05
58186	10/11/2024	00225	COMMLINE INC 0469532-IN	9/30/2024	ANNUAL SOFTWARE SUPPO	15,000.00	15,000.00
58187	10/11/2024	00879	CROWN CASTLE 1663759	10/1/2024	REDUNDANT INTERNET SER	1,100.00	1,100.00
58188	10/11/2024	00416	DESCO, DBA FIELDEDGE IFE-0000212180	10/3/2024	ELECTRONIC SERVICE CON	1,560.00	1,560.00
58189	10/11/2024	00427	DION & SONS, INC 836061	9/30/2024	HQ MAINTENANCE	1,106.27	1,106.27
58190	10/11/2024	00785	EXPERIAN 72107	9/29/2024	CREDIT MONITORING	75.00	75.00
58191	10/11/2024	00008	FEDERAL SIGNAL CORP 8745711	9/27/2024	FEDERAL SIGNAL CORP BILL	4,287.81	
			8736016	9/20/2024	FEDERAL SIGNAL CORP BILL	2,659.26	
			8747443	9/30/2024	FEDERAL SIGNAL CORP BILL	2,210.10	
			8734932	9/19/2024	FEDERAL SIGNAL CORP BILL	1,826.85	
			8749042	10/1/2024	FEDERAL SIGNAL CORP BILL	1,574.38	
			8739405	9/24/2024	FEDERAL SIGNAL CORP BILL	1,284.42	
			8732606	9/17/2024	FEDERAL SIGNAL CORP BILL	1,262.14	
			8741548	9/25/2024	FEDERAL SIGNAL CORP BILL	1,206.00	
			8739406	9/24/2024	FEDERAL SIGNAL CORP BILL	1,165.00	
			8732608	9/17/2024	FEDERAL SIGNAL CORP BILL	1,144.80	
			8736020	9/20/2024	FEDERAL SIGNAL CORP BILL	886.42	
			8745746	9/27/2024	FEDERAL SIGNAL CORP BILL	787.19	
			8745752	9/27/2024	FEDERAL SIGNAL CORP BILL	787.19	
			8745748	9/27/2024	FEDERAL SIGNAL CORP BILL	714.00	
			8741821	9/25/2024	FEDERAL SIGNAL CORP BILL	538.35	
			8733755	9/18/2024	FEDERAL SIGNAL CORP BILL	513.77	
			8733759	9/18/2024	FEDERAL SIGNAL CORP BILL	466.00	23,313.68
58192	10/11/2024	00005	FEDEX 8-640-68761	10/4/2024	EXPRESS MAIL SERV/ 9/24/20	10.68	10.68
58193	10/11/2024	00651	FRONTIER 7002Z664-S-242	10/5/2024	PHONE SERV 10/05/24-11/04/	1,443.93	
			7002Z665-S-242	10/5/2024	PHONE SERV 10/05/24-11/04/	992.49	2,436.42
58194	10/11/2024	00027	HAVIS INC. SIN278917	9/19/2024	HAVIS INC BILLABLE PARTS	2,387.67	
			SIN278646	9/18/2024	HAVIS INC BILLABLE PARTS	1,663.91	
			SIN278533	9/18/2024	HAVIS INC BILLABLE PARTS	1,147.55	5,199.13

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
58195	10/11/2024	00799	LA UNIFORMS & TAILORII 23868	9/30/2024	UNIFORM SETS - OPS & TEC	1,705.02	
			23600	9/11/2024	UNIFORM SETS - OPS & TEC	247.90	
			23597	9/11/2024	UNIFORM SETS - OPS & TEC	231.41	
			23601	9/11/2024	UNIFORM SETS - OPS & TEC	220.28	
			23599	9/11/2024	UNIFORM SETS - OPS & TEC	110.14	
			23598	9/11/2024	UNIFORM SETS - OPS & TEC	60.64	
			23863	9/30/2024	UNIFORM SETS - OPS & TEC	21.99	2,597.38
58196	10/11/2024	00442	LAWSON PRODUCTS, INC 9311870061	9/24/2024	LAWSON PRODUCTS INC BIL	670.33	670.33
58197	10/11/2024	01127	LOCAL AGENCY INVESTM 15-19-001	9/4/2024	LAIF CONFERENCE REGISTF	185.00	185.00
58198	10/11/2024	00047	MOTOROLA SOLUTIONS, 8281991327	10/1/2024	MOTOROLA SOLUTIONS INC	7,176.39	7,176.39
58199	10/11/2024	01005	ORKIN PEST CONTROL 266594959	9/24/2024	HQ MAINTENANCE - PEST C	73.99	73.99
58200	10/11/2024	00580	PUN GROUP, LLP, THE 114882	9/30/2024	PROFESSIONAL AUDIT SERV	14,250.00	14,250.00
58201	10/11/2024	01022	RACE COMMUNICATIONS RC1337552	10/1/2024	COMMUNICATION CONTRAC	1,198.50	1,198.50
58202	10/11/2024	01126	RIO HONDO COM COLLE F24-33-ZSBR	9/23/2024	POST TRAINING/ H. FRAZIER	280.00	280.00
58203	10/11/2024	00824	SMART JANITORIAL, COM 30821	10/1/2024	HQ MAINTENANCE - CLEANI	4,530.55	4,530.55
58204	10/11/2024	00390	SOUTH COAST AQMD 4377829	9/20/2024	DIESEL FUEL STORAGE	811.56	
			4380486	9/17/2024	FLAT FEE FOR LAST FY EMIS	190.86	1,002.42
58205	10/11/2024	00803	SPARKLETTS 18193479 09272	9/27/2024	WATER FILTRATION SYSTEM	53.99	53.99
58206	10/11/2024	00038	TORRANCE ELECTRONIC 08011	9/21/2024	PARTS - REIMBURSABLE	28.72	28.72
58207	10/11/2024	00711	TROY SHEET METAL WO 62025	9/26/2024	TROY PRODUCTS INC PARTS	6,055.00	
			60494	9/30/2024	TROY PRODUCTS INC PARTS	605.50	6,660.50
58208	10/11/2024	00171	VERIZON WIRELESS 9974639759	9/23/2024	GPD DAC CHARGES/ 8/24/24-	1,914.99	
			9974579783	9/23/2024	DAC CHARGES HPD/ 8/24/24-	1,833.10	
			9974564616	9/23/2024	MODEM SVC. MBPD/ 8/24/24	929.45	
			9974181461	9/18/2024	CELL PH. CHGS: 8/19/24-9/18,	320.08	
			9974564617	9/23/2024	MODEM SVC. MBPD/ 8/24/24-	78.04	5,075.66
58209	10/11/2024	01065	WAGeworks INC., HEAL INV7013972	9/25/2024	FSA EXPENSE	92.00	92.00
58210	10/11/2024	00150	WATTCO 64565	10/1/2024	WATTCO BILLABLE PARTS	851.73	851.73
58211	10/11/2024	00063	WHELEN ENGINEERING 570064	9/20/2024	WHELEN ENGINEERING CO I	2,484.59	
			570340	9/23/2024	WHELEN ENGINEERING CO I	1,149.03	
			569964	9/20/2024	WHELEN ENGINEERING CO I	386.32	
			570000	9/20/2024	WHELEN ENGINEERING CO I	146.85	
			570004	9/20/2024	WHELEN ENGINEERING CO I	146.85	
			570728	9/23/2024	WHELEN ENGINEERING CO I	146.85	4,460.49

Sub total for BANK OF THE WEST: 104,974.11

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
20814	10/18/2024	00219	INTERNAL REVENUE SEF Ben39235	10/18/2024	FEDERAL WITHHOLDING TAX	34,239.86	34,239.86
20815	10/18/2024	00223	EMPLOYMENT DEVEL DE Ben39239	10/18/2024	STATE DISABILITY INSURANC	15,048.60	15,048.60
20816	10/18/2024	00222	STATE DISBURSEMENT L Ben39243	10/18/2024	SUPPORT: PAYMENT	184.62	184.62
20817	10/18/2024	00058	CALPERS Ben39237	10/18/2024	PERS RETIREMENT: PAYMEN	33,775.41	33,775.41
20818	10/18/2024	00221	MISSIONSQUARE RETIRE Ben39233	10/18/2024	DEFERRED COMPENSATION	12,455.93	12,455.93
58212	10/18/2024	00002	AFLAC Ben39225	10/18/2024	AFLAC INSURANCE: PAYMEN	1,962.52	1,962.52
58213	10/18/2024	00217	CALIFORNIA TEAMSTERS Ben39231	10/18/2024	UNION DUES TEAMSTERS: P.	1,016.00	1,016.00
58214	10/18/2024	00218	CWA LOCAL 9400 Ben39229	10/18/2024	UNION DUES CWA: PAYMENT	113.56	113.56
58215	10/18/2024	00269	SHERIFF'S DEPARTMENT Ben39227	10/18/2024	FILE NO. 3712408030018 GAF	638.87	638.87
58216	10/18/2024	00996	WAGeworks INC., HEAL Ben39241	10/18/2024	HEALTH CARE FSA: PAYMEN	750.07	750.07
Sub total for BANK OF THE WEST:							100,185.44

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2203	10/25/2024	00073	STATE BOARD OF EQUAL 012-655960	10/25/2024	SALES & USE TAX PMT WITH	5,677.00	5,677.00
2204	10/25/2024	00651	FRONTIER 209-188-0077-04	10/1/2024	PHONE SERVICE 10/1/24 - 10	337.87	337.87
2205	10/25/2024	00070	GAS COMPANY, THE 059 194 8982 2	10/14/2024	GAS SERVICE HQ/ 8/29/2024-	1,244.29	1,244.29
2206	10/25/2024	00069	SOUTHERN CALIFORNIA 700440732476	10/11/2024	ELEC SERV / 9/3/24 - 10/8/24	16,110.60	
			700383926852	10/17/2024	ELEC SERV PUNTA/ 9/18/24 -	526.45	16,637.05
2207	10/25/2024	00621	FIRST BANKCARD				
		01068	4IMPRINT USA 27921925	9/5/2024	RECRUITMENT	1,988.21	
		00294	NATIONAL EMBLEM, INC 407997	9/13/2024	UNIFORM PATCHES	896.80	
		01129	FREIGHTCENTER 12786393	9/12/2024	GENERAL TECH SUPPLIES	623.00	
		00203	GALLS, LLC 27654972	9/25/2024	TECH SERVICES UNIFORM P	603.23	
		00866	GOVT TAX SEMINARS 2WQJ-LW2B-Pk	10/22/2024	2024 ANNUAL GOVERNMENT	575.00	
		01130	VARA SAFETY 15831	10/22/2024	PARTS - BILLING	395.00	
		00228	COSTCO MEMBERSHIP 1136227506	9/9/2024	JANITORIAL SUPPLIES	363.19	
		00981	SAM'S CLUB 10205305799	8/28/2024	EMPLOYEE WELLNESS PRO	327.08	
		01129	FREIGHTCENTER 12786393	9/19/2024	GENERAL TECH SUPPLIES	252.00	
		00610	DIRECTV 065190124X240	9/9/5024	CABLE SERVICE	251.98	
		00467	LOWES BUSINESS 331351904	9/13/2024	GENERAL TECH SUPPLIES	211.42	
		00466	AMAZON MARKETPLACE 114-3451050-84	9/13/2024	GENERAL TECH SUPPLIES	134.22	
		00600	CHEVRON G&M #186 E/2743914	9/18/2024	FUEL - TRUCK	133.90	
		00466	AMAZON MARKETPLACE 114-5257262-66	9/18/2024	PARTS - BILLING	114.50	
		00466	AMAZON MARKETPLACE 112-8953541-56	9/26/2024	JANITORIAL SUPPLIES	101.31	
		01117	GOODY TECHNOLOGIES 2024-8EI3U6LE	9/18/2024	EMPLOYEE RECOGNITION P	92.02	
		00761	BOX INV12185175	9/26/2024	SOFTWARE SERVICES	90.00	
		01131	FTD 1338375985581	9/20/2024	EMPLOYEE SERVICES - EBE	88.90	
		01047	GODADDY 3312988761	9/23/2024	MONTHLY WEBSITE HOSTIN	85.98	
		00829	HUMMUS HOUSE 69	8/31/2024	EMPLOYEE SERVICES - RCC	83.41	
		01132	SHARI'S BERRIES W010059150352	9/20/2024	EMPLOYEE SERVICES - KRO	78.30	
		00872	URTH CAFFE 0462	8/28/2024	EMPLOYEE SERVICES: NEW	77.10	
		00933	EBAY 20-12075-93130	9/18/2024	PARTS - BILLING	62.33	
		00466	AMAZON MARKETPLACE 114-5388883-92	9/1/2024	GENERAL TECH SUPPLIES	60.92	
		00466	AMAZON MARKETPLACE 114-2331831-97	9/18/2024	PARTS - BILLING	52.02	
		01046	PELTON 090124	9/1/2024	EMPLOYEE SERVICES	44.00	
		00854	MANHATTAN POSTAL CEI 378223	9/17/2024	RECRUITMENT	32.50	
		00826	LA TIMES 090924	9/9/2024	LA TIMES MONTHLY SUBSCF	15.96	

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
		01112	CRICUT INC.	100924	9/26/2024	CRICUT SUBSCRIPTION	11.01
		00014	CDW GOVERNMENT, INC	SB65275-RETUI	9/23/2024	RETURNED OFFICE EQUIPM	-153.18
22207	10/25/2024	00621	FIRST BANKCARD				7,692.11
		00854	MANHATTAN POSTAL CEI	378481	9/23/2024	RECRUITMENT	32.50
58217	10/25/2024	00810	& ASSOCIATES, MAX PAF	10053	10/10/2024	WEBSITE MAINTENANCE SE	250.00
58218	10/25/2024	00297	AT&T, ATT CALNET	000022439887	10/13/2024	PHONE SERV 9/13/24-10/12/2	3,068.50
				0022395528	10/3/2024	PHONE SERVICE 9/03/24-10/0	511.48
				000022447085	10/13/2024	PHONE SERV 9/13/24-10/12/2	279.43
				000022444022	10/13/2024	PHONE SERV 9/13/24-10/12/2	245.65
58219	10/25/2024	00101	CORDOVA, TONY	102524	10/25/2024	RETIREE MED PREM/NOV 20	593.00
58220	10/25/2024	00081	COSTON, SHANDER	102524	10/25/2024	RETIREE MED PREM/NOV 20	343.00
58221	10/25/2024	00146	DARIO A. BANDERA	12231	9/18/2024	STRICTLY TINT BILLABLE PAI	1,100.00
				12232	10/16/2024	STRICTLY TINT BILLABLE PAI	550.00
58222	10/25/2024	00103	DIVINITY, TANJI	102524	10/25/2024	RETIREE MED PREM/NOV 20	593.00
58223	10/25/2024	01069	DOCUMENT CONSULTING	137924	10/1/2024	COPIER LEASE & PRINTING S	235.16
58224	10/25/2024	00106	FARLEY, SANDRA	102524	10/25/2024	RETIREE MED PREM/NOV 20	343.00
58225	10/25/2024	00008	FEDERAL SIGNAL CORP	8763440	10/8/2024	FEDERAL SIGNAL CORP BILL	7,427.56
				8763436	10/8/2024	FEDERAL SIGNAL CORP BILL	6,552.28
				8752295	10/3/2024	FEDERAL SIGNAL CORP BILL	787.19
				8733762	9/18/2024	FEDERAL SIGNAL CORP BILL	513.77
58226	10/25/2024	00577	JESSICA RAMOS	3274	10/14/2024	VEHICLE MAINTENANCE & D	120.00
58227	10/25/2024	01106	JOSE CONSTANTINO VAL	INV1229	10/10/2024	MONTHLY LANDSCAPING SE	450.00
58228	10/25/2024	00442	LAWSON PRODUCTS, INC	9311912851	10/9/2024	LAWSON PRODUCTS INC BIL	139.71
				9311909151	10/8/2024	LAWSON PRODUCTS INC BIL	119.60
58229	10/25/2024	00113	MARTIN, LISA	102524	10/25/2024	RETIREE MED PREM/NOV 20	343.00
58230	10/25/2024	00956	MARTINEZ LANDSCAPING	123699	6/26/2024	FACILITY CLEANING AND RE	23,000.00
58231	10/25/2024	00647	MC ELECTRICAL, INC.	120	10/21/2024	HQ ELECTRICAL MAINTENAN	2,876.20
58232	10/25/2024	00331	MITSUBISHI ELECTRIC IN	504713	10/1/2024	HQ MAINTENANCE - ELEVATO	805.30
58233	10/25/2024	01123	PILLSBURY WINTHROP S	8617346	9/30/2024	FY25 LEGAL SERVICES FOR	3,000.00
58234	10/25/2024	00121	PINELA, ELIZABETH	102524	10/25/2024	RETIREE MED PREM/NOV 20	593.00
58235	10/25/2024	00142	PVP COMMUNICATIONS I	134923	6/20/2024	PVP COMMUNICATIONS INC	1,024.22
58236	10/25/2024	00060	RIVERA, JOSE	102524	10/25/2024	RETIREE MED PREM/NOV 20	747.95
58237	10/25/2024	00145	SETINA MFG CO INC	294430	10/10/2024	SETINA MANUFACTURING CO	1,041.08
58238	10/25/2024	00034	STEVENS, GARY	102524	10/25/2024	RETIREE MED PREM/NOV 20	593.00
58239	10/25/2024	00345	STOMMEL INC.	SI110294	10/8/2024	LEHR AUTO BILLABLE PARTS	3,800.55

Bank : bow BANK OF THE WEST (Continued)

<u>Check #</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Inv Date</u>	<u>Description</u>	<u>Amount Paid</u>	<u>Check Total</u>
58240	10/25/2024	01028	WESTIN AUTOMOTIVE PI 2185351	10/7/2024	WESTIN AUTOMOTIVE BILLA	897.57	897.57
58241	10/25/2024	00063	WHELEN ENGINEERING I 576445	10/2/2024	WHELEN ENGINEERING CO I	2,717.71	
			576654	10/3/2024	WHELEN ENGINEERING CO I	2,317.63	
			576641	10/3/2024	WHELEN ENGINEERING CO I	536.48	
			555956	8/26/2024	WHELEN ENGINEERING CO I	177.28	
			579341	10/8/2024	WHELEN ENGINEERING CO I	146.85	5,895.95
Sub total for BANK OF THE WEST:							100,460.97

D-3



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 19, 2024

ITEM NUMBER: D - 3

TO: Executive Committee

COPY TO: Tim Lilligren, Treasurer

FROM: Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: Cash & Investments Report/September 30, 2024

ATTACHMENTS:

1. Cash & Investments Report for September 30, 2024
2. LAIF Month End Statement for September 30, 2024
3. PMIA Performance Report as of September 30, 2024

RECOMMENDATION

Staff recommends that the Executive Committee receive and file the Cash & Investments Report for September 30, 2024.

BACKGROUND

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

At the November 21, 2006 meeting, the Executive Committee elected to receive the Cash & Investments Report on a quarterly basis. The Board of Directors receives the Cash & Investments Report annually.

DISCUSSION

Staff has completed the bank reconciliation for September 30, 2024. Attached is the Cash & Investments Report for the period. All idle cash of the Authority is invested 100% with the State's Local Agency Investment Fund (LAIF). This complies with the Statement of Investment Policy. In September 2024, LAIF's Pooled Money Investments Account's (PMIA) effective yield reached 4.5%; a return that has not been reached since the first quarter of 2008.

FISCAL IMPACT

None.

D-3

Attachment 1



Cash and Investments Report As of September 30, 2024

Funding Source	Bank Balance	Deposits in Transit	Outstanding Checks	Book Balance
<u>Active Accounts</u>				
Bank of the West/BMO Bank (General/Payroll)	\$ 788,892.86		\$ 60,794.01	\$ 728,098.85
<u>Investments</u>				
LAIF	\$ 11,902,725.18		\$ -	\$ 11,902,725.18
Total Investments	<u>\$ 11,902,725.18</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11,902,725.18</u>
<u>Other Cash on Hand</u>				
Petty Cash	\$ -	\$ -	\$ -	\$ 500.00
				<u>\$ 500.00</u>
Total Cash & Investments				<u><u>\$ 12,631,324.03</u></u>
<u>Breakdown of cash by fund:</u>				
Fund 10 (Enterprise Fund)				\$ 12,631,324.03
Fund 30 (Enterprise Fund)				-
Fund 20 (Grant Fund)				-
Total				<u><u>\$ 12,631,324.03</u></u>

D-3

Attachment 2

California State Treasurer
Fiona Ma, CPA



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

October 08, 2024

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

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

[Tran Type Definitions](#)

Account Number: 15-19-001

September 2024 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
9/10/2024	9/9/2024	RW	1759258	1719791	VANESSA ALFARO	-350,000.00
9/27/2024	9/26/2024	RD	1759804	1720335	VANESSA ALFARO	2,250,000.00

Account Summary

Total Deposit:	2,250,000.00	Beginning Balance:	10,002,725.18
Total Withdrawal:	-350,000.00	Ending Balance:	11,902,725.18

D-3

Attachment 3



PMIA/LAIF Performance Report as of 11/06/24



Quarterly Performance Quarter Ended 09/30/24

LAIF Apportionment Rate ⁽²⁾ :	4.71
LAIF Earnings Ratio ⁽²⁾ :	0.00012912073474208
LAIF Administrative Cost ^{(1)*} :	0.26
LAIF Fair Value Factor ⁽¹⁾ :	1.002061084
PMIA Daily ⁽¹⁾ :	4.58
PMIA Quarter to Date ⁽¹⁾ :	4.56
PMIA Average Life ⁽¹⁾ :	231

PMIA Average Monthly Effective Yields⁽¹⁾

October	4.518
September	4.575
August	4.579
July	4.516
June	4.480
May	4.332

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 9/30/24 \$161.6 billion

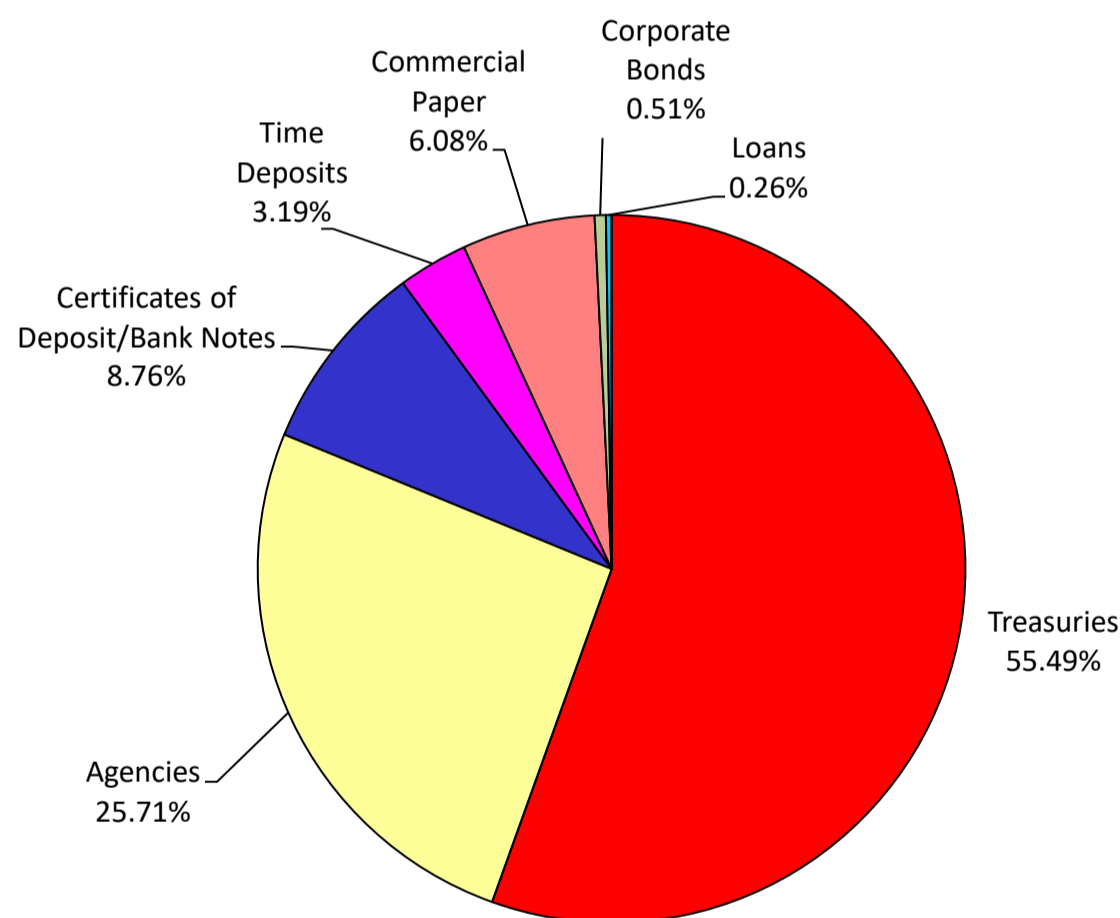


Chart does not include \$1,343,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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

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

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

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

F-1



Agenda Item Report

South Bay Regional Public Communications Authority

MEETING DATE: November 19, 2024

ITEM: F-1

TO: Executive Committee

FROM: Jennifer Petrusis, General Counsel

SUBJECT: EMPLOYMENT AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND JOHN KROK

ATTACHMENTS: 1. Employment Agreement

RECOMMENDATION

That the Executive Committee appoint John Krok as Executive Director, approve the Employment Agreement, and authorize the Executive Committee Chairman to sign the Employment Agreement.

DISCUSSION

The Employment Agreement is attached for your review and sets forth the terms and conditions of the Agreement, which include:

- The term of the Employment Agreement will be two years.
- The annual base salary will be \$19,000 per month (\$228,000 per year).
- Upon completion of the first year of employment, the Executive Committee shall conduct an evaluation of the Executive Director's performance and the Executive Committee may, at its sole discretion, award a merit-based increase of his base salary up to 5%.
- The Authority will contribute \$1,500 per month towards Mr. Krok's health and dental insurance premiums.
- The Authority will provide Mr. Krok group life insurance in the amount of \$100,000 on the first day of the month following his commencement as Executive Director.
- The Authority will contribute \$500 per month to a deferred compensation plan of its choosing.

- Mr. Krok shall be provided the use of an Authority-owned cell phone for business use during his tenure as Executive Director.
- Mr. Krok shall accrue general leave at the rate of 26 hours for every one month of continuous service, which shall encompass his state-mandated sick time. He will also receive an additional 44 hours of general leave at the commencement of his first year of employment and an additional 44 hours of general leave at the commencement of his second year of employment. Mr. Krok shall have the ability to cash out 50% of his accrued general leave at 100% of the base rate of pay, but this shall exclude sick time. Mr. Krok shall also be entitled to take off the 10 fixed public holidays observed by the Management and Confidential Employee Group.
- Retirement benefits will be the same as provided to other full-time Classic Member employees of the Authority.
- The Employment Agreement may be terminated by either the Authority or by Mr. Krok at any time, with or without cause.

FISCAL IMPACT

The salary and benefits are described above and in the attached Employment Agreement.

F-1

Attachment 1

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into as of November 19, 2024, by and between the South Bay Regional Public Communications Authority (“Authority”) and John Krok (“Krok”) (collectively, the “Parties”), with reference to the following facts and circumstances:

RECITALS:

WHEREAS, the Authority seeks to hire Krok on a full-time basis in the position of Executive Director of the Authority;

WHEREAS, the Executive Committee of the Authority finds that the position of Executive Director requires specialized skills;

WHEREAS, the Executive Committee of the Authority finds that Krok possesses these specialized skills, and wishes to hire Krok as full-time Executive Director until such time as the Authority deems Krok’s services are no longer necessary or desirable;

WHEREAS, Krok has agreed to make himself available to the Authority, to do whatever is necessary and to spend whatever amount of time is necessary to carry out all the responsibilities of the Authority's full-time Executive Director; and

WHEREAS, the Authority desires to employ Krok and Krok desires to be employed by the Authority for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Authority and Krok agree as follows:

1. **Employment.** The Authority hereby employs Krok on an at-will basis for the purposes and on the terms and conditions set forth in this Agreement. The Parties agree that the only rights and benefits accruing to Krok are those afforded under this Agreement so that any implied rights under the law are expressly excluded. The Authority shall employ Krok as the Executive Director for the Authority, serving at the will and pleasure of, and reporting directly to, the Executive Committee of the Authority., Krok shall serve as Executive Director and shall perform all acts and duties incident thereto, including, but not limited to, the duties and responsibilities of Executive Director as set forth in the appropriate job description, the policies of the Authority now or hereafter adopted, the bylaws of the Authority, and such other duties and responsibilities as may now or hereafter be assigned to the Executive Director by the Executive Committee.

Krok’s employment is on a full-time and “best efforts” basis, meaning that during the term of this Agreement, Krok shall not accept any other full- or part-time employment or self-employment, including without limitation as an independent consultant, after working hours or otherwise, without the prior written consent of the Authority, which may be given,

withheld, or conditioned in the Authority's sole and absolute discretion. Krok shall devote his full energies, interests, abilities, and productive time to the performance of his duties and responsibilities under this Agreement.

Krok shall work a 4/10 flex schedule unless otherwise directed by the Authority, but the Parties agree that Krok shall commit as many hours and as much effort required to manage the Authority's operations. The Executive Director position is classified as "exempt" under the Fair Labor Standards Act, and Krok shall not be eligible for overtime pay, regardless of the number of hours worked.

2. Term of Employment. Krok shall serve as Executive Director at the will of the Authority's Executive Committee. The Parties desire and intend that Krok be employed by the Authority for a full two (2) years, and accordingly this Agreement is effective until November 19, 2026, unless earlier terminated. Krok and the Authority expressly agree that Krok's employment with the Authority is at-will and that employment may be terminated at any time, with or without cause, by either party. Unless earlier terminated, this Agreement will naturally expire on November 19, 2026, and employment beyond that date will be subject to the Parties executing a new agreement.

3. Compensation.

a. Salary. During the term of this Agreement, the Authority shall pay a base salary to Krok at the rate of \$19,000.00 per month (\$228,000.00 annually), payable in bi-weekly equal installments, subject to such deductions and withholdings as the Authority may be required to make pursuant to applicable law, governmental regulation, or court order. The Executive Director position is exempt from overtime and minimum wage provisions of the Fair Labor Standards Act.

b. Annual Performance Evaluation. Upon completion of the first year of service, the Executive Committee of the Authority shall conduct an evaluation of Krok's performance. Upon completion of the performance evaluation, the Executive Committee may, at its sole discretion, award Krok a merit-based increase in his base salary of up to 5% based on factors including, but not limited to, Krok's performance during the past year and adjustments in base pay provided to Krok's subordinates.

c. Medical Allowance. The Authority will contribute the following amount per month towards Krok's health and dental insurance premiums, which shall be \$1,500.00 for Krok and one eligible family member.

d. Life Insurance. The Authority will provide Krok group life insurance in the amount of \$100,000.00 on the first day of the month following his commencement as Executive Director in accordance with the provisions of any contract between the Authority and any company or companies of the Authority's choosing.

e. **Deferred Compensation.** The Authority will contribute \$500 per month to a deferred compensation plan of its choosing.

f. **Cell Phone Expense.** Krok shall be provided the use of an Authority-owned cell phone for business use during his tenure as Executive Director. The cell phone shall remain the property of the Authority, and may be collected and searched by the Authority at any time for any reason.

g. **Reimbursement for Business Expenses.** Krok shall be compensated only as provided in this Agreement. The Authority recognizes that certain expenses of a non-personal and job-related nature may be incurred by Krok and accordingly, the Authority, pursuant to its expense reimbursement policy, agrees to reimburse Krok for such reasonable expenses as are submitted to the Authority for approval. Any such requests for reimbursement shall be accompanied by expense receipts, statements, or other proof of expenditure. Krok shall not incur any travel expenses without prior approval of the Chair of the Executive Committee.

h. **General Leave Accrual; Holidays.** Krok shall accrue general leave at the rate of twenty-six (26) hours for every one (1) month of continuous service. Such accrual shall also encompass Krok's state mandated sick time, which will accrue at a rate of one (1) hour per thirty (30) hours worked until the total accrual reaches fifty (50) hours. Krok shall receive an additional forty-four (44) hours of general leave at the commencement of his first year of employment and an additional forty-four (44) hours of general leave at the commencement of his second year of employment. Krok shall have the ability to cash out 50% of his accrued general leave each year at 100% of the base rate of pay, but this excludes sick time. Krok shall also be entitled to take off the ten (10) fixed public holidays observed by the Management and Confidential Employee Group.

1. **Reporting Sick Leave.** Krok shall follow Authority procedures and use Authority forms for reporting sick leave use.

2. **No Cash Payment For Sick Leave.** In no event shall the Authority make a cash payment to Krok for accumulated and unused sick leave.

i. **Fringe Benefits.**

1. **Retirement.** The Authority has contracted with the California Public Employees Retirement System (CalPERS) for coverage for Classic Member under the basic plan for non-safety employees without modifications. All full-time employees are required to belong to the system. The Authority's retirement coverage formula of 2% shall be effective at fifty-five (55) years of age.

2. The Authority shall not be deemed responsible to provide for Krok any financial or other obligation which is provided to regular employees of the Authority. Krok shall not receive fringe benefits of any kind from the Authority other than those specifically stated herein. The Authority shall provide liability insurance coverage for Krok's acts within the course and scope of his duties as the Authority's Executive Director.

4. **Termination.**

a. **At-Will Employment.** The Executive Director position is an at-will position. Either the Authority or Krok may terminate this Agreement at any time, with or without cause, by delivering written notice of its decision to the other party.

b. **Termination Upon Incapacity.** Krok's employment with the Authority shall cease upon the date of his death or physical or mental incapacity to the extent that Krok becomes incapacitated for more than thirty (30) consecutive days or sixty (60) days in the aggregate in any 12-month period to perform his duties on a full-time basis. Upon termination for death or physical or mental incapacity, Krok shall be entitled to receive the compensation described in Section 3 through the date of termination of this Agreement.

5. **Indemnification.**

a. **Indemnity.** In accordance with the provisions of Government Code sections 825 and 995, the Authority shall defend the Krok from any and all demands, claims, suits, actions, and legal proceedings brought against the Krok in his capacity as an agent and employee of the Authority, provided that the incident giving rise to such demand, claim, suit, action, or legal proceeding arose while the Krok was acting within the scope of employment. Upon retirement from the Authority, the Krok will continue to be indemnified for any actions taken against the Executive Director related to his role as Executive Director.

6. **Miscellaneous.**

a. **Confidential Information.** Krok acknowledges and stipulates that in the performance of his duties, the Authority discloses and entrusts him with certain confidential or proprietary information. Krok agrees not to directly or indirectly disclose or use at any time any such information, whether it be in the forms of records, lists, data, personnel information, drawings, reports, or otherwise, of a business or technical nature, which was acquired or viewed by Krok during Krok's relationship with the Authority unless such disclosure is authorized by the Authority in writing, required by law, or required in the performance of the duties of the Executive Director. This provision shall survive the termination or expiration of this Agreement.

b. **Assignment.** This Agreement is for the unique personal services of Krok and may not be assigned by Krok without the expressed written consent of the Authority.

Except as so provided, this Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties hereto.

c. Severability. Each provision, sub-provision, or term of this Agreement is intended to be severable and shall continue in full force and effect although other provisions herein may be determined invalid or void for any reason.

d. Incorporation. The Recitals are true and correct and incorporated into this Agreement by this reference.

e. Attorneys' Fees. In the event suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to costs and reasonable attorneys' fees, including without limitation those costs and fees incurred upon any appeal, as awarded by the court.

f. Entire Agreement; Amendments. This Agreement contains the entire agreement of the Parties with respect to the subject matter covered hereby and may be amended, waived, or terminated only by an instrument in writing signed by the Parties hereto. This Agreement shall be interpreted according to its fair meaning and not for or against the party which drafted same.

g. Execution. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures delivered electronically or by facsimile shall be deemed to constitute original signatures.

h. Governing Law. This Agreement has been executed in the State of California and shall be governed in accordance with the laws, rules, and regulations of the State of California. In the event there is a conflict between this Agreement and any Authority policies, rules, or regulations, this Agreement shall prevail.

i. Independent Judgment. Krok acknowledges that he has had the opportunity to review this Agreement and has conducted an independent review of the financial and legal effects of this Agreement. Krok acknowledges that he has made an independent judgment regarding the financial and legal effects of this Agreement and has not relied upon any representation of the Authority, its officers, agents, employees, or attorneys, other than those expressly set forth in this Agreement.

j. Effectiveness. The effectiveness of this Agreement shall be contingent upon approval by the Authority's governing board in open session at a lawfully called regular board meeting as required by law.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed personally or on its behalf by its duly authorized representative.

SOUTH REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY

JOHN KROK

By:

By: _____

Vontray Norris, Chairman of the Executive
Committee

APPROVED AS TO FORM:

Jennifer Petrusis, General Counsel

F-2



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: November 19, 2024

ITEM NUMBER: F-2

TO: Executive Committee

FROM: John Krok, Acting Executive Director

SUBJECT: Contract with GetResQ911, LLC for Placement of Temporary Communications Operators

ATTACHMENTS: 1. Agreement with GetResQ911, LLC

DISCUSSION

At the Executive Committee's meeting on October 15, 2024, I presented to the Committee an option of contracting with GetResQ911, LLC for the placement of temporary communications operators to help alleviate the challenges the Authority is experiencing with hiring, retaining, and filling communications operators positions vacated through normal attrition. At that meeting, the Executive Committee directed staff to further explore contracting with GetResQ911.

Attached as Attachment 1 is a draft Agreement with GetResQ911, LLC for placement services. According to the Agreement, GetResQ911 would receive a one-time payment of \$20,000 and then would receive \$2,400 per month for each temporary communications operator it refers to the Authority and that was employed by the Authority for at least 160 hours that month. This monthly fee would be prorated if the temporary communications operator does not work at least 160 hours in a month. The term of the Agreement is one year.

We anticipate needing at least ten temporary communications operators per month for the next year, for a total estimated cost of \$308,000. The cost of the placement services in addition to what would likely be the hourly rate the Authority would pay the temporary dispatcher employees directly is in line with our current dispatchers' pay scale. The temporary employees would be employees of the Authority, for a max of six months.

FISCAL IMPACT

We have the funds available through salary and overtime budget.

F-2

Attachment 1

PROFESSIONAL SERVICES AGREEMENT
for
Temporary Staffing Placement Services

This Professional Service Agreement (“the Agreement”) is made as of November 19, 2024 (the “Effective Date”), by and between GetResQ911, a Colorado Limited Liability Company (“Consultant”) with an address of 12268 Eastern Pine Lane, Parker, Colorado 80138, and the South Bay Regional Public Communications Authority (“Authority”), a California Joint Powers Authority, (collectively, “the Parties”).

RECITALS

- A. Authority desires to obtain professional staffing placement services from Consultant to supply temporary employees to Authority’s 911 dispatch and call center on the terms identified further in the Scope of Services;
- B. Consultant desires to provide professional Services to Authority on the terms herein;
- C. Consultant represents that employees of its firm are fully qualified to perform the services contemplated by this Agreement in a good and professional manner; and it desires to perform such services as provided herein.

NOW THEREFORE, in consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties hereto agree as follows.

AGREEMENT

1.0 Scope of Services and Authority’s Obligations

1.1. Consultant shall provide those services (collectively “Services”) set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference. To the extent that there is any conflict between Exhibit A and this Agreement, this Agreement shall control. The purpose of providing the Services should be acceptance of Authority’s job offer by the candidates provided by the Consultant, who, after such an acceptance, are referred to as “temporary employees.”

1.2. Consultant shall perform all Services under this Agreement in accordance with the standard of care generally exercised by the temporary staffing industry under similar circumstances and in a manner reasonably satisfactory to Authority.

1.3. In performing this Agreement, Consultant shall comply with all applicable provisions of federal, State of California, and local law.

1.4. As a material inducement to Authority to enter into this Agreement, Consultant hereby represents that it has the experience necessary to undertake the Services to be provided. In light of such status and experience, Consultant hereby covenants that it shall follow the customary professional standards in performing all Services. The Authority relies upon the skill of Consultant, and Consultant's staff, if any, to do and perform the Services in a skillful, competent, and professional manner, and Consultant and Consultant's employees, shall perform the Services in such manner. Consultant shall, at all times, meet or exceed any and all applicable professional standards of care. The acceptance of Consultant's work by the Authority shall not operate as a release of Consultant from such standard of care and workmanship.

1.5. Authority shall inform Consultant of the decision regarding the candidates, whether they are approved or rejected within 14 days after making a decision. Consultant shall maintain professionalism and cooperation in such situations and respect the Authority's decision regarding candidate selection.

1.6. Consultant shall screen potential candidates to confirm that potential candidates are not retirees under the California Public Employees Retirement System ("CalPERS"). However, Consultant shall notify Authority of candidates who are retired CalPERS members. Authority may consider employment for these candidates on a case by case basis.

2.0 Term

2.1. The term of this Agreement shall commence on November 19, 2024, and shall remain in full force and effect for one year until November 19, 2025 unless sooner terminated as provided in Section 5.0 of this Agreement.

3.0 Consultant's Compensation

3.1. In no event will the Authority pay Consultant more than the total not-to-exceed amount of \$308,000 (three hundred eight thousand dollars) ("Not-to-Exceed Amount") for the Term as defined in Section 2.0. Upon the Effective Date of this Agreement, Authority will pay Consultant a one-time payment of \$20,000.00 (twenty thousand dollars) as a "start-up" to begin Services. Authority will pay a maximum monthly placement fee to Consultant of \$2,400 per candidate hired by Authority if the candidate hired by the Authority is on paid employment status for at least 160 hours in that month. If a candidate hired by the Authority does not work at least 160 hours in that month, Consultant will reduce the monthly amount for that candidate by \$10 for every hour of work under 160 hours for the month. Authority shall only be responsible for the

monthly fee per employee in the months that the employee is actually employed by the Authority. Notwithstanding anything to the contrary in this Agreement, Consultant may at any time, in its sole discretion, discontinue performance of the services once the Not-to-Exceed Amount has been attained (even if Consultant continued to provide services after the Not-to-Exceed Amount was reached).

3.2. Consultant will not be compensated for any work performed not specified in the Scope of Services unless the Authority authorizes such work in advance and in writing. The Authority Executive Director may authorize extra work to fund unforeseen conditions up to the amount approved at the time of award by the Authority's Executive Committee. Payment for additional work in excess of this amount requires prior Authority Executive Committee authorization and must be in accordance with all other provisions of this Agreement.

4.0 Method of Payment

4.1. Consultant shall submit to Authority an invoice for a monthly fee that is based on the placement of employees at the Authority in accordance with Section 3.1. Such invoices shall be submitted after the end of the month and shall describe in detail the Services rendered during the period. Authority will pay Consultant within thirty (30) days of receiving Consultant's invoice. Authority will not withhold any applicable federal or state payroll and other required taxes, or other authorized deductions from payments made to Consultant.

5.0 Termination

5.1. This Agreement may be terminated by either party, without cause, upon giving the other party written notice thereof not less than thirty (30) days prior to the date of termination.

5.2. This Agreement may be terminated by Authority upon ten (10) days' notice to Consultant if Consultant fails to provide satisfactory evidence of renewal or replacement of comprehensive general liability insurance as required by this Agreement at least twenty (20) days before the expiration date of the previous policy.

6.0 Party Representatives

6.1. The Executive Director is the Authority's representative for purposes of this Agreement.

6.2. Diane Carroll, Founder, is the Consultant's primary representative for purposes of this Agreement. Ms. Carroll shall be responsible during the term of this Agreement for directing all activities of Consultant. Consultant may not

change its representative without the prior written approval of Authority, which approval shall not be unreasonably withheld.

7.0 Notices

7.1. All notices permitted or required under this Agreement shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the United States Mail, first class postage prepaid and addressed to the party at the following addresses:

To Authority: South Bay Regional Public
Communications Authority
4440 W. Broadway,
Hawthorne, California 90250
Attn: Executive Director

To Consultant: GetResQ911
12268 Eastern Pine Lane,
Parker, Colorado 80138
Attn: Diane Carroll

7.2. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

8.0 Independent Contractor.

8.1. Consultant is retained as an independent contractor and is not an employee of Authority. No employee or agent of Consultant is or shall become an employee of Authority. The work to be performed shall be in accordance with the Scope of Services described in this Agreement, subject to such directions and amendments from Authority as herein provided.

8.2. All work and other Services provided pursuant to this Agreement shall be performed by Consultant or by Consultant's employees or other personnel under Consultant's supervision, and Consultant and all of Consultant's personnel shall possess the qualifications, permits, and licenses required by State and local law to perform the Services, including without limitation any business licenses required in the jurisdiction where Services are to be performed.

8.3. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with their performance of any Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such

additional personnel, including, but not limited to: Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Notwithstanding any other agency, State, or federal policy, rule, regulation, statute or ordinance to the contrary, Consultant and its officers, employees, agents, and subcontractors providing any of the Services under this Agreement shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, or benefit.

8.4. Consultant shall indemnify and hold harmless Authority and its elected officials, officers, employees, and agents serving as independent contractors in the role of Authority officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent directly arising from, Consultant's personnel practices, negligent acts or omissions, or to the extent arising from, caused by or relating to the violation of any of the provisions of this Section 8.0. This duty of indemnification is in addition to Consultant's duty to defend, indemnify and hold harmless as set forth in any other provision of this Agreement. Notwithstanding anything to the contrary in this Agreement, Consultant shall not be liable for, or have any duty of indemnification to the extent arising out of the negligent acts or omissions of Authority and its elected officials, officers, employees.

9.0 PERS Compliance and Indemnification

9.1. General Requirements. The Parties acknowledge that Authority is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to Authority to perform any work or other Services under this Agreement, Authority shall assure compliance with the Public Employees' Retirement Law, commencing at Government Code § 20000, the regulations of PERS, and the Public Employees' Pension Reform Act of 2013, as amended. Without limitation to the foregoing, Authority shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause Authority to be in violation of the applicable retirement laws and regulations.

10.0 Confidentiality

10.1. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without prior written authorization by Authority. Authority shall grant such authorization if applicable law requires disclosure. All Authority data shall be returned to Authority upon the termination of this Agreement. Consultant's

covenant under this Section shall survive the termination of this Agreement.

10.2. Subject to applicable laws, Authority agrees to hold in confidence and the Consultant's employee's legally protected personal information, and Authority agrees to implement and maintain reasonable security procedures and practices to protect such information from unauthorized access, use, modification or disclosure.

11.0 Subcontractors

No portion of this Agreement shall be subcontracted without the prior written approval of the Authority.

12.0 Assignment

Consultant shall not assign or transfer any interest in this Agreement whether by assignment or novation, without the prior written consent of Authority. Any purported assignment without such consent shall be void and without effect.

13.0 Inspection and Audit of Records

Consultant shall maintain complete and accurate records with respect to all Services and other matters covered under this Agreement, including but expressly not limited to, all Services performed, salaries, wages, invoices, time cards, cost control sheets, costs, expenses, receipts and other records with respect to this Agreement. Consultant shall maintain adequate records on the Services provided in sufficient detail to permit an evaluation of all Services in connection therewith. All such records shall be clearly identified and readily accessible, unless made confidential under laws applicable to California public agencies. At all times during regular business hours, Consultant shall provide Authority with free access to such records, and the right to examine and audit all program data, information, documents, proceedings and activities related to invoicing and all other non-confidential matters related to the performance of the Services under this Agreement. Consultant shall retain all financial and program service records and all other records related to the Services and performance of this Agreement for at least four (4) years after expiration, termination or final payment under this Agreement, whichever occurs later. Authority's rights under this Section 13.0 shall survive for (4) years after expiration, termination or final payment under this Agreement, whichever occurs later.

14.0 Insurance

14.1. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the Authority that Consultant has secured all insurance required under this Section. Consultant shall furnish

Authority with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the Authority. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the Authority if requested. All certificates and endorsements shall be received and approved by the Authority before work commences.

14.2. Consultant shall, at its expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of this Agreement as follows: General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). Consultant shall maintain limits no less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage and if Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit.

14.3. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the Authority to state: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice, has been given to the Authority; (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Authority, its directors, officials, officers, (3) coverage shall be primary insurance as with respect to the Authority, its directors, officials, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage and that any insurance or self-insurance maintained by the Authority, its directors, officials, officers, employees, agents and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it; and (4) for general liability insurance, that the Authority, its directors, officials, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the services or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work.

14.4. All insurance required by this Section shall contain standard separation of insureds provisions and shall not contain any special limitations on the scope of protection afforded to the Authority, its directors, officials, officers, employees, agents, and volunteers.

14.5. Any deductibles or self-insured retentions shall be declared to and approved by the Authority. Consultant guarantees that, at the option of the Authority, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the Authority, its directors, officials,

officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

15.0 Indemnification, Hold Harmless, and Duty to Defend

15.1. Consultant and the Authority agree that the Authority, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those Authority agents serving as independent contractors in the role of Authority officials, and the elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those agents serving as independent contractors of each of the cities that are members of the Authority at the time of this Agreement (collectively "Indemnitees" in this Section 15.0) should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, lawsuit, cost, expense, reasonable attorneys' fees, litigation costs, defense costs, court costs and/or any other cost arising out of performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the Authority and all other Indemnitees. Consultant acknowledges that the Authority would not have entered into this Agreement in the absence of the commitment of Consultant to indemnify and protect the Authority and the other Indemnitees, as set forth in this Agreement

15.2. Indemnity. To the fullest extent permitted by law, the Consultant shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Authority, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those Authority agents serving as independent contractors in the role of Authority officials, and the elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those agents serving as independent contractors of each of the cities that are members of the Authority at the time of this Agreement (collectively "Indemnitees" in this Section 15.0) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, the negligent acts or omissions, or willful misconduct, of the Consultant, and/or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that the Consultant shall bear the legal liability thereof) in the performance of this Agreement, except for Claims arising from the negligence or willful misconduct of Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. The Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims, and shall pay all costs and expenses, including all reasonable

attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall control the investigation and defense of any Claim and engage counsel of its choice to defend any Claim at Consultant's expense. If Authority elects to, Authority may, at its own expense, retain its own counsel to ensure its rights are protected. Notwithstanding anything to the contrary in this Agreement, Consultant shall not be liable for, or have any duty of indemnification with respect to any negligent acts or omissions of Indemnitees.

15.3. The obligations of Consultant under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. Consultant's indemnity obligation set forth in this Section 15.0 shall not be limited by the limits of any policies of insurance required or provided by Consultant pursuant to this Agreement.

15.4. Consultant's covenants under this Section 15.0 shall survive the expiration or termination of this Agreement.

16.0 Dispute Resolution

Any controversy between Company and Client arising under or relating to this Agreement shall be determined by arbitration to be conducted by a group mutually acceptable to the Parties such as the American Arbitration Association or Judicial Arbitrator Group, under and in accordance with the commercial rules of the American Arbitration Association. Hearings on such arbitration shall be held in Los Angeles County, unless otherwise agreed between the Parties. By signing this Agreement, the Parties hereto agree to have any dispute arising out of the matters included or related to this Agreement decided by neutral arbitration as provided by applicable law.

17.0 Equal Opportunity

Consultant affirmatively represents that it is an equal opportunity employer. Consultant shall not discriminate against any candidate, employee, or applicant for employment because of race, religion, color, national origin, disability, medical condition, ancestry, gender, gender identity, gender expression, sex, sexual orientation, marital status, reproductive health decisions, genetic information, non-psychoactive cannabis use, lack of driver's license, veteran or military status, or age. Such non-discrimination includes, but is not limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.

18.0 Labor Certification

By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Workers' Compensation or to undertake self-

insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

19.0 Entire Agreement

This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both Parties.

20.0 Severability

The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

21.0 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

22.0 No Third Party Rights

No third party shall be deemed to have any rights hereunder against either party as a result of this Agreement.

23.0 Waiver

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.

24.0 Prohibited Interests; Conflict of Interest

24.1. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Consultant shall not accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in

California Government Code §§ 1090 and 87100) in any decision made by Authority on any matter in connection with which Consultant has been retained.

24.2. Consultant further warrants and maintains that it has not employed or retained any person or entity, other than a bona fide employee working exclusively for Consultant, to solicit or obtain this Agreement. Nor has Consultant paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for Consultant, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, Authority shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Consultant hereunder the full amount or value of any such fee, commission, percentage or gift.

24.3. Consultant warrants and maintains that it has no knowledge that any officer or employee of Authority has any interest, whether contractual, non-contractual, financial, proprietary, or otherwise, in this transaction or in the business of Consultant, and that if any such interest comes to the knowledge of Consultant at any time during the term of this Agreement, Consultant shall immediately make a complete, written disclosure of such interest to Authority, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in this subsection

25.0 Attorneys' Fees

If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in any such action shall be entitled to have and recover from the losing party all of its reasonable attorneys' fees and other costs incurred in connection therewith.

26.0 Exhibits

All exhibits referenced in this Agreement are hereby incorporated into the Agreement as if set forth in full herein. In the event of any material discrepancy between the terms of any exhibit so incorporated and the terms of this Agreement, the terms of this Agreement shall control.

27.0 Corporate Authority

The person executing this Agreement on behalf of Consultant warrants that he or she is duly authorized to execute this Agreement on behalf of said party and that by his or her execution, the Consultant is formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, through their respective authorized representatives have executed this Agreement as of the date and year first above written.

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

By: _____
John Krok, Executive Director

Attest:

By: _____

Approved as to Form:

By: _____
Jennifer Petrusis, Authority
General Counsel

CONSULTANT: GetResQ911,

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

*(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313 from each of the following categories: (i) the chairperson of the board, the president or any vice president, **and** (ii) the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of such corporation.)*

EXHIBIT A

Scope of Services

Authority engages Consultant on a non-exclusive basis to provide professional staffing services for its dispatch and call centers. Consultant shall perform the following Services in contemplation of this agreement:

- Consultant shall be solely responsible for identifying and recruiting temporary staff members, which shall serve as temporary employees for the Authority. Authority shall provide Consultant with all the necessary information regarding the opening(s) for which the Services are provided including job descriptions, job level, required qualifications, and other relevant information.
- Consultant shall ensure that all temporary employees possess the requisite training and certifications to fulfill the role as a dispatcher and work at a call center. Consultant shall consider any materials furnished by the Authority before determining the means, methods, and process for executing its Services.
- Additionally, Consultant shall be solely responsible for arranging any substitute staffing, if a temporary employee is unable to fulfill its duties under this Agreement due to accident, illness, or any other circumstances.
- Authority does not guarantee that any candidate presented to the Authority will be hired by the Authority or that any hired candidate shall remain employed by the Authority for a particular period.
- If desired, Consultant will provide a National and County Criminal and Credit background check.

G-1

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

OCTOBER 15, 2024

A. CALL TO ORDER

The Executive Committee and the User Committee convened in a regular joint session at 2:01 PM on Tuesday, October 15, 2024, in the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

B. ROLL CALL

Present: City Manager Clint Osorio, City of Gardena
Interim City Manager Talyn Mirzakhanian, City of Manhattan Beach
City Manager Vontray Norris, City of Hawthorne
Chief Mike Saffell, Gardena Police Department
Chief Gary Tomatani, Hawthorne Police Department
Division Chief Anthony Gomes, Manhattan Beach Fire Department
Captain Andrew Enriquez, Manhattan Beach Police Department

Absent: Chief Mike Lang, Manhattan Beach Fire Department
Chief Rachel Johnson, Manhattan Beach Police Department

Also Present: Interim Executive Director John Krok
Operations Manager Shannon Kauffman
Finance Manager Vanessa Alfaro
Executive Assistant Cristina Manley
Jennifer Petrusis, General Counsel, RWG Law
Communications Supervisor Megan Cunningham
Accountant Brooke Turnbull

C. PUBLIC DISCUSSION

None.

D. EMPLOYEE RECOGNITION

Interim Executive Director Krok recognized Communications Supervisor Megan Cunningham for her 15 years of service with the Authority and Brooke Turnbull for her 5 years of service with the Authority.

E. EXECUTIVE COMMITTEE CONSENT CALENDAR

1. Minutes from August 13, 2024
APPROVE
2. Minutes from September 17, 2024
APPROVE
3. Check Register – September 2024
RECEIVE AND FILE
4. FY 2024/25 Budget Performance – Q1
RECEIVE AND FILE

MOTION: City Manager Mirzakhaniah abstained from Executive Committee Consent Calendar Item 1. City Manager Norris moved to approve the Executive Committee Consent Calendar items 1-4. The motion was seconded by City Manager Osorio and passed by a vote of 2-0 with one abstention.

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

None.

G. **GENERAL BUSINESS**

1. Potential Agreement with getResQ911 for Placement of Communications Operators as Temporary Authority Employees

APPROVE TO MOVE FORWARD EXPLORE CONTRACT

Interim Director Krok discussed contracting with an agency for temporary dispatch staffing needs. Agency provides experienced (tenured) employees for temporary employment. Financially feasible compared to current rates and overtime. CAL OES is in the process of preparing a report on the staffing crisis in 9-1-1 centers.

Request for approval to develop a contract for temporary employees (month-to-month) up to 6-months:

- Aim to implement before the holiday season.

MOTION: City Manager Mirzakhaniah moved to approve the Executive Committee General Business item 1. The motion was seconded by City Manager Norris and passed by a vote of 3 – 0.

2. CAD Project Update

RECEIVE AND FILE

Interim Director Krok discussed CAD project update. Per the direction of the Executive Committee, contract negotiations with vendor VersaTerm initiated. Focus on mobile systems observations and interfaces.

Mobile Systems Observation: Analyze current mobile functionality from end-user's perspective (inside pd/fire monitor vehicle).

Next steps: Engage cities for feedback on current needs and functionality. Review interfaces with police and fire personnel, get an understanding of current usage and future needs for all cities. Ongoing updates will be provided as they arise.

3. Phase 2 Agreement with CitCom for CAD Consulting Services

APPROVE

Interim Director Krok reported the 1st phase of the CitCom CAD agreement has been completed. Currently, working on the 2nd phase of the project. An agreement between the Authority and CitCom was provided. Contract details will remain the same as the first contract (hourly rate), and not to exceed amount \$31,900.

Approve and direct the Executive Director to execute the contract on behalf of the Authority.

MOTION: City Manager Norris moved to approve the Executive Committee General Business item 3. The motion was seconded by City Manager Mirzakhanian and passed by a vote of 3-0.

H. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from September 17, 2024

APPROVE

MOTION: Chief Saffell moved to approve the Executive Committee Consent Calendar Item 1. The motion was seconded by Chief Tomatani and passed 4–0.

I. **ITEMS REMOVED FROM CONSENT CALENDAR**

None.

J. **EXECUTIVE DIRECTORS REPORT**

- Authority Staffing Update

RECEIVE AND FILE

1. Interim Executive Director Krok provided a report on staffing in the communications center; two applicants are currently in backgrounds and several applicants to be interviewed this week. Three new hires have passed their 1st phase of training. He expressed that there are concerns about staffing levels with three retirements expected at year end. The Authority continues its' efforts to improve work-life balance and retention of staff. Communications Supervisors are being used to help staffing levels, filling positions during slower periods to offset overtime. It is imperative that the Authority continues to look at avenues to positively affect staffing numbers and the work-life balance of our current full-time employees. The possibility of using temporary dispatch employees to fill vacant hours, would be beneficial to the organization.

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

None.

L. **CLOSED SESSION**

At 2:16PM, the Executive Committee entered into closed session to discuss the following items:

1. PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Jennifer Petrusis

Employee: Executive Director

The meeting returned to open session at 2:59PM with no reportable action taken in closed session.

M.

ADJOURNMENT

The meeting was adjourned at 2:59PM.