

A G E N D A
REGULAR MEETING OF THE BOARD OF DIRECTORS,
THE EXECUTIVE COMMITTEE, AND THE USER COMMITTEE
TUESDAY, JULY 15, 2025, 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. Board of Directors
2. Executive Committee
3. User Committee

C. **PUBLIC DISCUSSION**

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

D. **ELECTION OF THE BOARD OF DIRECTORS CHAIRPERSON AND VICE-CHAIRPERSON FOR FISCAL YEAR 2025-2026**

E. **BOARD OF DIRECTORS CONSENT CALENDAR**

1. Minutes from March 18, 2025
APPROVE
2. Schedule of Fees and Charges for Fiscal Year 2025/26 as Described in Exhibit A of the Draft Resolution
ADOPT A RESOLUTION ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2025/26
3. Carry Over of FY2024/25 Funds to FY2025/26 for Encumbered Purchase Orders and Adopted Capital Improvement Projects Totaling \$707,675
APPROVE CARRY OVER OF FUNDS

F. **ITEMS REMOVED FROM CONSENT CALENDAR**

G. **BOARD OF DIRECTORS GENERAL BUSINESS**

1. Resolution Authorizing an Exception to the CalPERS 180-day Wait Period
APPROVE AND ADOPT RESOLUTION
2. Addition of a Full-Time Equivalent (FTE) Technical Services Public Safety Specialist I Position and the Reclassification of a Public Safety Communications Specialist I to a Public Safety Communications Specialist II Effective March 29, 2025
APPROVE AND APPROPRIATE FUNDS FROM UNDESIGNATED ENTERPRISE FUND BALANCE

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].

- H. **ELECTION OF THE EXECUTIVE COMMITTEE CHAIRPERSON AND VICE-CHAIRPERSON FOR FISCAL YEAR 2025-2026**
- I. **EXECUTIVE COMMITTEE CONSENT CALENDAR**
1. Minutes from June 17, 2025
APPROVE
 2. Check Register – June 2025
RECEIVE AND FILE
- J. **ITEMS REMOVED FROM THE CONSENT CALENDAR**
- K. **EXECUTIVE COMMITTEE GENERAL BUSINESS**
1. Memorandum of Understanding with Management and Confidential Employees
APPROVE AND AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE AUTHORITY
 2. Executive Director's Update on Staffing and Recruitment
RECEIVE AND FILE
 3. Executive Director's Update Versaterm CAD Project
RECEIVE AND FILE
- L. **ELECTION OF THE USER COMMITTEE CHAIRPERSON AND VICE-CHAIRPERSON FOR FISCAL YEAR 2025-2026**
- M. **USER COMMITTEE CONSENT CALENDAR**
1. Minutes from June 17, 2025
APPROVE
- N. **ITEMS REMOVED FROM THE CONSENT CALENDAR**
- O. **BOARD OF DIRECTORS, EXECUTIVE COMMITTEE, AND USER COMMITTEE COMMENTS**
- P. **CLOSED SESSION**
1. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: Executive Director and Liebert, Cassidy Whitmore
Employee Organization: The California Teamsters Public, Professional and Medical Employees Union Local 911
 2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: Executive Director and Liebert, Cassidy Whitmore
Employee Organization: Communications Workers of America
 3. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: Executive Director and Liebert, Cassidy Whitmore
Employee Organization: Management & Confidential Employees

Q. **ADJOURNMENT**

Posting Date/Time: July 10, 2025/5:00PM

Signature:



John Krok, Executive Director

E-1

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

MARCH 18, 2025

A. CALL TO ORDER

The Board of Directors, Executive Committee and User Committee convened in a regular joint session at 2:00 PM on Tuesday, March 18, 2025, in the second-floor conference room of the South Bay Regional Public Communications Authority at 4440 West Broadway, Hawthorne, CA.

B. ROLL CALL

Present: Mayor Pro Tem Rodney Tanaka, City of Gardena
Mayor Pro Tem David Lesser, City of Manhattan Beach
Councilmember Alex Monteiro, City of Hawthorne
City Manager Talyn Mirzakhani, City of Manhattan Beach
City Manager Vontray Norris, City of Hawthorne
Chief Mike Saffell, Gardena Police Department Chief Gary
Tomatani, Hawthorne Police Department
Chief Mike Lang, Manhattan Beach Fire Department
Chief Rachel Johnson, Manhattan Beach Police Department

Absent: City Manager Clint Osorio, City of Gardena

Also Present: Executive Director John Krok
Operations Manager Shannon Kauffman
Finance Manager Vanessa Alfaro
Executive Assistant Cristina Manley
Acting Administrative Services Manager Megan Cunningham
Laura Kalty, Liebert Cassidy Whitmore
Jennifer Petrusis General Counsel, RWG (via teleconference)

C. PUBLIC DISCUSSION

None.

D. BOARD OF DIRECTORS CONSENT CALENDAR

1. Minutes from January 21, 2025

APPROVE

2. Cash and Investments Report for December 31, 2024

RECEIVE AND FILE

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

APPROVE AND ADOPT RESOLUTION

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

E. ITEMS REMOVED FROM THE CONSENT CALENDAR

None.

F. **BOARD OF DIRECTORS GENERAL BUSINESS**

1. Resolutions Authorizing an Exception to the CalPERS 180-day Wait Period
APPROVE AND ADOPT RESOLUTIONS

Executive Director Krok discussed the Authority's two recent retirees returning on a part-time basis. CalPERS requires a 180-day separation before retirees can work part-time, but offers exemptions to the 180-day wait period for critical staffing needs. He explained that in order to allow for the retired annuitants to return prior to the 180-day wait period he needed approval from our governing board, the Board of Directors, during our publicly held meeting. If approved, resolutions will be filed with CalPERS. There will be a total of five part-time dispatchers who will add additional hours to staffing in the communications center.

Mayor Pro Tem Lesser, inquired on the efforts of the Authority to bring more retirees back due to the critical staffing issue. Executive Director Krok mentioned that staff has been looking into the possible interest of other retirees.

MOTION: Mayor Pro Tem Tanaka motioned to approve and adopt resolutions. The motion was seconded by Mayor Pro Tem Lesser and passed by a vote of 3-0.

2. Fiscal Year 2025-2026 Five-Year Capital Improvement Plan
APPROVE AND ADOPT RESOLUTION

Executive Director Krok provided a report on the Five-Year Capital Improvement Plan. In August 2023, the Board of Directors adopted a resolution establishing a Capital Improvement plan with an initial appropriation of \$595,000 for fiscal year 2025.

- Staff prepared the five-year CIP for Fiscal Years 2026 through 20230 includes reprioritization of some projects and new projects added to the last year.
- Plan focuses on improving infrastructure in IT, telecommunications, and facilities.
- There are thirty-three individual projects included in the Fiscal Year 2025/26 operating budget, totaling nearly \$5.7 million, funded by the Authority's Enterprise Fund.
- The Authority's undesignated fund balance is projected to be about \$7.3 million for fiscal year ending June 30, 2025.

Mayor Pro Tem Lesser asked if the two million dollars is a realistic number for a CAD system. Executive Director stated the funding was available for the new system and that the Authority anticipates \$1.6 million for project implementation, but waiting for integration prices and the final number may change depending on additional integration costs. The project should be under \$2 million.

Councilmember Monteiro inquired if discussions were underway regarding the solar aspect of the facilities. Executive Director Krok explained that he was still looking solar options for the facility and the possibility of purchasing a smaller generator that could fit into a parking space in the Authority parking lot which would allow for further redundancy.

MOTION: Mayor Pro Tem Tanaka motioned to approve and adopt resolutions. The motion was seconded by Mayor Pro Tem Lesser and passed by a vote of 3-0.

3. Resolution Adopting the Budget for Fiscal Year 2025-2026
APPROVE AND ADOPT RESOLUTION

Finance Manager Alfaro provided an overview of the Authority's main revenue sources and expense categories as follows:

Revenue Sources:

- Assessment revenue from member cities 50%
- Contract cities 41%
- Non-assessment revenue 9%

Expenses Categories:

- Salaries and benefits 75%
- Supplies, services, and equipment 23%
- Capital outlay 2%
- Operations department is approximately 60% of budgeted costs, administration 21% and technical services 17%

Cost Allocation Policy:

The policy was adopted by the Board of Directors in 2019

- Costs are separated into Administrative, Operations and Technical Services.
- Administrative costs are allocated to operations and technical services.
- Operations costs are allocated to call taking, police dispatch, and fire dispatch.
- Technical Services costs are allocated to dedicated support and work order support.

Proposed Assessment for Member Cities – Fiscal Year 2026

- Gardena: \$2,524,078 (approximately \$17,000 increase)
- Hawthorne: \$3,030,749 (approximately \$8,000 increase)
- Manhattan Beach: \$1,994,114 (approximately \$98,000 increase)

Finance Manager Alfaro further clarified the increase of Manhattan Beach Assessment and the factors leading up to this increase. \$70,000 of the increase is related to Technical Services Division, specifically work order support. Manhattan Beach experienced a 40% increase in their rolling three-year average of work order labor hours.

Mayor Pro Tem Lesser needed clarification on the increase of Manhattan Beach increase. Executive Director Krok explained that there was an increase of fleet size and work orders. Surveys and questionnaires are sent out annually, to verify the fleet size/changes to each agency.

Finance Manager Alfaro continued with the proposed assessments for Contract Cities - Fiscal Year 2026.

- Culver City: \$3,084,820 (approximately \$49,000 increase)
- El Segundo: \$2,209,980 (approximately \$73,000 increase)
- Hermosa Beach: \$901,858 (approximately \$3,000 increase)

Altogether with assessments of about \$13.7 million and non-assessment revenue of about \$1.3 million. Revenues are estimated to be over \$15 million, an increase of nearly \$580,000 or 4% compared to revenue projections for fiscal year 2025. The proposed budget for fiscal year 2026 is \$14,347,919.

Salaries, Benefits, Supplies, Servicers and Equipment

- Salaries and benefits are expected to increase to \$253,000 or 2.4%
- Supplies, services and equipment are expected to increase by \$326,000 or 10.8%

There is a \$580,000 increase overall or 4.21% budget increase from last year's adopted budget.

- This increase includes reimbursable expenses that are offset by an equal increase in other revenues, such as reimbursable parts.
- The increase in expenses that don't include offsetting revenue total about \$340,000, under a 2.5% increase from last year's adopted budget.

Revenue and Expenses

- Revenues are estimated to be \$15 million, expenses \$14.3 million, with revenues over expenses of about \$740,000.
- Projections over the next five years expect revenues over expenditures to average steady \$740,000 each year.
- The Board of Directors approved a revision to the budgetary policy that allows

ongoing funding for pension and OPEB liabilities using budgetary surplus and unrestricted available fund balance each year.

- Projections include estimates for additional discretionary payments and trust contributions to the Authority's OPEB trust over the next several years.
- Projections now include the newly adopted CIP program and corresponding CIP plan to be considered by the Board of Directors.
- Staff projects a \$6 million-dollar fund balance for fiscal year ending June 30, 2026. The available balance, after considering the 10% required operating and capital reserve, estimated to be about \$4.8 million in fiscal year 2026.

Discussion of potential challenges with future contract renewals and Cost Allocation Policy.

MOTION: Mayor Pro Tem Tanaka motioned to approve and adopt resolutions. The motion was seconded by Mayor Pro Tem Lesser and passed by a vote of 3-0.

G. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes for February 18, 2025

APPROVE

2. Check Register – February 2025

RECEIVE AND FILE

MOTION: Manhattan Beach City Manager Mirzakhania moved to approve Item G1 of the Consent Calendar with the amendment to revised her title to from Interim City Manager to City Manager. City Manager Norris moved to approve the Executive Committee Consent Calendar Items 1-2. The motion was seconded by City Manager Mirzakhania and passed by a vote of 3 – 0.

H. **ITEMS REMOVED FROM CONSENT CALENDAR**

None.

I. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Executive Director's Update on Staffing and Recruitment

RECEIVE AND FILE

Executive Director Krok provided a report on staffing in the communications center for the month of February:

- Hired a new operator in February.
- Twenty-two applications were received.
- Fourteen assessment tests were scheduled, eleven applicants took the test, and three passed.
- Hired another temporary dispatcher bringing the total to four, with fifth starting March 31st.
- Total of five part time dispatchers by the end of March.
- Supervisors are sitting in dispatch positions to assist with staffing, totaling 184 hours.

Overview – Overtime Reduction

- Overtime decreased from 2300 hours in January to 1600 hours in February due to new staffing strategies.
- Overtime reduced by 70% in February.
- Projecting 1484 hours will be worked from temporary dispatchers, part-timers, and supervisors in staffing.

Executive Director Krok explained the modifications and additions, will result in 92% of the

overtime hours being removed from the full-time dispatcher group.

Community Engagement and Recruitment – these events educate the communities and often lead to recruiting opportunities.

- Hosted Manhattan Beach Leadership Academy and Citizens Academy in February.
- Hosted El Segundo Citizen Academy this month.

Administrative Services Manager Position – Started the process to fill the Administrative Services Manager position and plan to fill the vacant position within the next few months.

City Manager Norris inquired on the Part-Time Dispatchers work schedule.

Executive Director Krok explained that part-time dispatchers are scheduled based on the authority needs and their availability. There are scheduled not on-call.

Mayor Pro Tem Lesser asked about the staffing goals and retention/recruitment.

Executive Director Krok explained that the authority's goal, is to be fully staffed. The goal is to stabilize the system and reduce overtime to improve retention.

- Overtime has been a major factor in employee retention.
- Our goal is to have 5-7 temporary employees on staff while simultaneously recruiting for full-time.
- We hope some of the temporary employees consider full time employment with us.

Mayor Pro Tem Tanaka thanked the authority, for sending representation to the Women's Expo in Gardena.

2. Executive Director's Update on Medical Director

RECEIVE AND FILE

Executive Director Krok provided a report on LA County Medical Services Department requires any PSAP providing emergency medical services (EMD) to contract with a medical director. The position is included in the approved fiscal year budget, and a candidate has been interviewed. Working with LA County Medical Services to define the scope of work for the medical director. LA County doesn't have a scope of work defined yet. The plan is to implement the position by July 1, the beginning of the next fiscal year. The Authority budgeted for the position based on fee schedules of agencies that already have a medical director.

3. Executive Director's Update on Implementation of New Computer Aided Dispatch System

RECEIVE AND FILE

Staff is currently working with Bill Romesburg (CAD Consultant) and Jennifer Petrusis (legal counsel) on the Versaterm contract. Anticipate completing the Professional Services Agreement by March 21. Total implementation cost is currently at \$1.6 million, with \$2 million available in the budget. The amount could increase slightly depending on additional integrations. There will be a yearly subscription and support fee after implementation, estimated at \$600,000 to \$650,000 per year. There is \$3 million in the Enterprise Fund that could be used to offset these costs.

Councilmember Monteiro inquired if there was a benefit in paying in advance. Executive Director Krok explained that paying in advance would only benefit them if they foresee an increase of costs. The Professional Services Agreement will tie them into the reoccurring cost, there is a shift or raise in those services, they'll be locked into that initial amount.

Mayor Pro Tem Lesser asked about Versaterm benefiting all cities. Executive Director Krok stated

that Cit Com has worked with all of the cities and work groups to fit the scope of work for each one individually. Versaterm was recently implemented in Santa Monica. Police and Fire were happy with the project and it accomplished everything they needed. Bill, the CAD consultant, has been working directly with Fire on these integrations.

Implementation Schedule – kickoff is considered the day the contract is signed, and implementation will take 14 to 18 months from then. If the contract is completed before the next regularly scheduled Executive Committee meeting, a Special Meeting will be requested for contract approval.

J. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from February 18, 2025
APPROVE

MOTION: Chief Saffell moved to approve the User Committee Consent Calendar Item 1. The motion was seconded by Chief Johnson and passed by a vote of 4 – 0.

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

L. **BOARD OF DIRECTORS, EXECUTIVE AND USER COMMITTEES' COMMENTS**

Mayor Pro Tem Lesser appreciated that staff has been addressing current issues.

M. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

The Executive Committee entered closed session at 2:44PM.

1. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: Executive Director and Liebert, Cassidy Whitmore
Employee Organization: The California Teamsters Public, Professional and Medical Employees Union Local 911
2. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: Executive Director and Liebert Cassidy Whitmore
Employee Organization: Communications Workers of America
3. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government code Section 54957.6
Agency Designated Representatives: Executive Director and Liebert, Cassidy Whitmore
Employee Organization: Management & Confidential Employees

The Executive Committee returned from closed session at 3:03PM, no reportable action taken.

N. **ADJOURNMENT**

The meeting was adjourned at 3:04PM.

E-2



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: July 15, 2025

ITEM NUMBER: E-2

TO: Executive Committee

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

SUBJECT: RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH
BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR
FISCAL YEAR 2025/26

ATTACHMENTS: 1. Resolution

RECOMMENDATION

Staff recommends that the Board of Directors adopt the resolution establishing an updated schedule of fees and charges for Fiscal Year 2025/26.

BACKGROUND

Article XIII C of the Constitution of the State of California mandates that fees for services not exceed the "costs reasonably borne" by the governmental entity in the delivery of such services.

The Authority utilizes the Matrix Consulting Group's ("Matrix") Comprehensive Cost of Service and Allocation Study to determine the cost recovery levels for these fee-based services.

DISCUSSION

On an annual basis, the Authority performs hundreds of vehicle equipment installation, maintenance, and repair service work orders. The vast majority of these services are provided to the Authority's member and contract cities. The Authority is reimbursed by the agency requesting the service for the direct costs of supplies and equipment associated with completing the work. Per the Cost Allocation Policy effective July 1, 2023, fees for the labor associated with this work is charged as Workload Support for member and contract cities as part of the annual assessment.

Occasionally, the Authority performs these services for outside agencies such as the

Redondo Beach Police Department, the El Camino College Police Department, and the US Department of Homeland Security. These engagements are authorized only when staff can accommodate this additional work without negatively impacting the service needs of the Authority's member and contract cities. In such cases, these outside agencies are charged the costs of supplies and equipment associated with completing the work plus applicable labor costs.

Technical Services Division labor costs have been established as \$190.98 per hour for FY2025/26. This is an increase of \$9.28 per hour, or 5%, over last year's \$181.70 per hour rate.

In order to ensure the Authority fully recovers its costs for providing services to outside agencies, staff recommends the establishment of the following fees and charges:

- Patrol Vehicle Buildout Fee - \$15,278
 - Assumes a flat amount of 80 hours of labor per vehicle.
 - Uses the fully burdened rate of \$190.98 per hour.
 - Recovers Authority costs related to providing this service.
 - Does not apply to work orders for member cities and other agencies with agreements that only provide for the billing of actual costs of parts, supplies, and equipment.
- Unmarked Law Enforcement Vehicle Buildout Fee - \$7,639
 - Assumes a flat amount of 40 hours of labor per vehicle.
 - Uses the fully burdened rate of \$190.98 per hour.
 - Recovers Authority costs related to providing this service.
 - Does not apply to work orders for member cities and other agencies with agreements that only provide for the billing of actual costs of parts, supplies, and equipment.
- Specialty Vehicle Buildout Fee - \$190.98 per hour
 - Quotes will be provided prior to work commencing and will be determined by vehicle type and the scope of work.
 - Uses the fully burdened rate of \$190.98 per hour.
 - Recovers Authority costs related to providing this service.
 - Does not apply to work orders for member cities and other agencies with agreements that only provide for the billing of actual costs of parts, supplies, and equipment.
- Maintenance and Repair Fee - \$190.98 per hour
 - Quotes will be provided prior to work commencing and will be determined by vehicle type and the scope of work.
 - Uses the fully burdened rate of \$190.98 per hour.
 - Recovers Authority costs related to providing this service.
 - Does not apply to work orders for member cities and other agencies with agreements that only provide for the billing of actual costs of parts, supplies, and equipment.
- Parts Administrative Charge – 8% of Actual Cost
 - Applied to all parts, supplies, and equipment purchased to complete vehicle equipment installation, maintenance, and repair service work orders.

- Recovers Authority costs related the administrative aspects of procuring and maintaining parts, supplies, and equipment.
- Does not apply to work orders for member cities and other agencies with agreements that only provide for the billing of actual costs of parts, supplies, and equipment.

FISCAL IMPACT

Any upfitting of vehicles for outside agencies during FY2025/26 will generate revenue in excess of budgeted costs attributed to the Technical Services Division.

RESOLUTION NO. ____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAY
REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING A
SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2025/26**

The Board of Directors of the South Bay Regional Public Communications Authority does resolve as follows:

1. The recovery of costs incurred by the Authority for providing services to outside agencies is necessary for the efficient management of the Authority's operations.
2. Resolution No. 367, passed and adopted July 18, 2024, and all amendments thereof are hereby repealed.
3. The Board of Directors hereby establishes, effective July 1, 2025, fees and charges as set forth in Exhibit "A."
4. The secretary shall certify to the adoption of this Resolution by the Board of Directors of the South Bay Regional Public Communications Authority.

Passed, approved, and adopted in a meeting held on the 15th day of July 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____, Councilmember
Chairman, Board of Directors

John Krok, Executive Director
Secretary, Board of Directors

EXHIBIT A

Maintenance and Repair Fee:	\$190.98 per hour
Parts Administrative Charge:	8% of Actual Cost
Patrol Vehicle Buildout Fee:	\$15,278
Specialty Vehicle Buildout Fee:	\$190.98 per hour
Unmarked Law Enforcement Vehicle Buildout Fee:	\$7,639

E-3



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: July 15, 2025

ITEM: E-3

TO: Board of Directors

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

SUBJECT: CARRY OVER OF FY2024/25 FUNDS TO FY2025/26 FOR ENCUMBERED PURCHASE ORDERS AND ADOPTED CAPITAL IMPROVEMENT PROJECTS TOTALING \$707,675.

ATTACHMENTS: None

RECOMMENDATION

Staff recommends that the Board of Directors approve a carry over to FY25/26 of the following purchase orders issued in FY24/25 and encumbered funds totaling \$147,675 and adopted Capital Improvement Projects totaling \$560,000 for a grand total of \$707,675.

Purchase Orders

<u>Vendor</u>	<u>Balance</u>
Cit Com. Inc	\$147,675.00

Adopted Capital Improvement Projects

<u>Project #</u>	<u>Description</u>	<u>Amount</u>
25-01-RA	Network Switches	\$250,000
25-02-RA	LAN (Switches)	80,000
25-03-FA	Vac-1 Supply Replacement	25,000
25-04-FA	Radio Room AC Units	180,000
25-05-FA	Elevator Sump Pump	25,000
Total		\$560,000

DISCUSSION

During the April 2025 meeting, the Executive Committee approved a contract with Cit Com, Inc. in the amount of \$154,000 for consulting services for the implementation of the Versaterm Computer Aided Dispatch (CAD) system. This work is ongoing and requires a carryover of the remaining encumbered funds and purchase order to FY26.

During the August 2024 meeting, the Board of Directors adopted a Five-Year Capital Improvement Plan (CIP) effective FY24-25 with an initial appropriation of \$595,000 from the Enterprise Fund undesignated fund balance for the first year. The following projects remain open due to operational constraints and/or vendor availability to perform the work.

<u>Project #</u>	<u>Description</u>	<u>Amount</u>
25-01-RA	Network Switches	\$250,000
25-02-RA	LAN (Switches)	80,000
25-03-FA	Vac-1 Supply Replacement	25,000
25-04-FA	Radio Room AC Units	180,000
25-05-FA	Elevator Sump Pump	25,000

Staff expects to undertake these projects in FY2025/26, therefore, a carryover of the appropriated funds is needed.

FISCAL IMPACT

The recommended carryovers from FY2024/25 to FY2025/26 total \$707,675.

G-1



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: July 15, 2025

ITEM NUMBER: G-1

TO: Board of Directors

FROM: John Krok, Executive Director

SUBJECT: Resolution Authorizing an Exception to the CalPERS 180-day Wait Period

ATTACHMENT:

1. Resolution for 180-Day Wait Period Exception Smith, Kevin
2. Employment Job Offer Smith, Kevin

RECOMMENDATION

Staff recommends that the Board of Directors approve and adopt the attached Resolution pursuant to Government Code sections 7522.56 and 21224, for an exception to CalPERS' 180-Day wait period for post-retirement employment so that the Authority can fill the critical needed position of Communications Operator.

BACKGROUND

Due to critically low staffing levels that are significantly impacting the workforce, the Authority is seeking permission to employ an extra help retired annuitant prior to the CalPERS required 180-Day wait period to perform the duties of Communications Operator for the Authority under Gov. Code sections 7522.56 and 21224.

DISCUSSION

CalPERS annuitants are prohibited from being employed by a CalPERS agency until the retiree has had a break in service for more than 180 days from the date of retirement.

The Authority would like to hire an annuitant before the expiration of their respective 180-day waiting periods because of a critically low workforce.

Government Code section 7522.56 permits the Authority to hire a retired annuitant before the 180-day waiting period has passed if the governing body of the Authority (the Board of Directors) certifies the nature of the employment and that the appointment is necessary to fill a critically needed position before 180 days have passed.

Therefore, we are asking the Board of Directors to adopt a certifying resolution as required by Gov Code section 7522.56 and CalPERS requirements.

The Authority has prepared the attached Resolution and appointment document for the Board of Directors' consideration related to an exception to the 180-day waiting period for post-retirement employment for retired annuitant Kevin Smith. This extra help position for the Communications Operator position will provide approximately twenty-four (24) hours of staffing per week in the Communications Center and they will be limited to 960 hours in a fiscal year.

FISCAL IMPACT

Funding for this limited duration position is available in the FY25-26 Adopted Budget due to salary savings from current vacancies.

G-1

Attachment 1

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY FOR CALPERS 180-DAY WAIT PERIOD EXCEPTION PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTIONS 7522.56 & 21224

WHEREAS, in compliance with Government (Gov.) Code section 7522.56 of the Public Employees' Retirement Law, the Board of Directors of the South Bay Regional Public Communications Authority must provide CalPERS this certification resolution when hiring a retiree before 180 days has passed since their retirement date; and

WHEREAS, this limited duration appointment is necessary to fill a critically needed "extra help" position in the Authority; and

WHEREAS, Kevin Smith, CalPERS ID 3263813179, retired from the South Bay Regional Public Communications Authority in the position of Communications Operator, effective June 7, 2025; and

WHEREAS, the Authority is in urgent need of additional support to maintain its emergency communication services due to vacancies within the Authority; and

WHEREAS, Gov. Code section 7522.56 requires that post-retirement employment commence no earlier than 180 days after the retirement date, which is June 7, 2025 without this certification resolution; and

WHEREAS, Gov. Code section 7522.56 provides that this exception to the 180-day wait period shall not apply if the retiree accepts any retirement-related incentive; and

WHEREAS, the Board of Directors, the South Bay Regional Public Communications Authority, and Kevin Smith certify that Kevin Smith has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, the Board of Directors desires to appoint Kevin Smith as an extra help retired annuitant to perform the duties of Communications Operator for the South Bay Regional Public Communications Authority under Gov. Code section 21224, effective July 16, 2025; and

WHEREAS, the entire employment agreement, contract or appointment document between Kevin Smith and the South Bay Regional Public Communications Authority has been reviewed by this body and is attached herein; and

WHEREAS, no matters, issues, terms or conditions related to this employment and appointment have been or will be placed on a consent calendar; and

WHEREAS, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

RESOLUTION NO. _____

CALPERS 180-DAY WAIT PERIOD

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is \$8234.06 and the hourly equivalent is \$47.50, and the minimum base salary for this position is \$6203.55 and the hourly equivalent is \$35.79; and

WHEREAS, the hourly rate paid to Kevin Smith will be \$43.21; and

WHEREAS, Kevin Smith has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT:

SECTION 1. The Board of Directors hereby certifies the nature of the appointment of Kevin Smith as described herein and detailed in the attached appointment document and that this appointment is necessary to fill the critically needed position of Communications Operator for the South Bay Regional Public Communications Authority due to critically low staffing levels that are significantly impacting the workforce.

SECTION 2. That this appointment shall be effective July 16, 2025.

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 15th day of July, 2025, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Rodney Tanaka
Chairperson of the Board of Directors

John Krok, Executive Director
Secretary of the Board of Directors

RESOLUTION NO. _____
CALPERS 180-DAY WAIT PERIOD

G-1

Attachment 2



South Bay Regional Public Communications Authority
4440 West Broadway • Hawthorne, California 90250



July 15, 2025

Kevin Smith

Re: Offer of Employment

Dear Kevin:

We are pleased to offer you the position as an “extra help” retired annuitant to perform the duties of Communications Operator for the South Bay Regional Public Communications Authority, under Gov. Code section 21224, effective July 15, 2025. Your employment shall be limited to 960 hours per fiscal year and you will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to your hourly rate. Terms of your employment with the Authority are as follows:

Position Offered:	Communications Operator
Hourly Salary:	\$43.21
First Day of Employment:	July 16, 2025

We welcome you to the organization in this critical and challenging position.

Sincerely,

John Krok
Executive Director

Offer Accepted by:

Date:

Kevin Smith

I-1

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

JUNE 17, 2025

A. CALL TO ORDER

The Executive Committee and User Committee convened in a regular joint session at 2:03 PM on Tuesday, June 17, 2025, 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
City Manager Vontray Norris, City of Hawthorne
City Manager Talyn Mirzakhani, City of Manhattan Beach
Chief Todd Fox, Gardena Police Department
Chief Gary Tomatani, Hawthorne Police Department
Chief Mike Lang, Manhattan Beach Fire Department
Chief Rachel Johnson, Manhattan Beach Police Department

Also Present: Executive Director John Krok
Operations Manager Shannon Kauffman
Finance Manager Vanessa Alfaro
Executive Assistant Cristina Manley
Acting Administrative Services Manager Megan Cunningham
Laura Kalty, Liebert Cassidy Whitmore

Absent: Jennifer Petrusis General Counsel, RWG

Executive Director John Krok introduced the new Chief of Police of Gardena, Todd Fox.

C. PUBLIC DISCUSSION

None.

D. EXECUTIVE COMMITTEE CONSENT CALENDAR

1. Minutes from April 15, 2025
APPROVE
2. Check Register – April 2025
RECEIVE AND FILE
3. Check Register – May 2025
RECEIVE AND FILE
4. Cash & Investments Report/March 31, 2025
RECEIVE AND FILE
5. Approve FY2025/26 Blanket Purchase Orders for Supplies and in Services in a Total Amount Not-To-Exceed \$1,650,512
APPROVE
6. Schedule of Fees and Charges for Fiscal Year 2025/26
RECOMMEND THAT THE BOARD OF DIRECTORS ADOPT A RESOLUTION ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2025/26

MOTION: City Manager Norris moved to approve the Executive Committee Consent Calendar Items 1-6. The motion was seconded by City Manager Mirzakhani and passed by a vote of 2-0.

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

None.

F. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

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

Operations Manager Shannon Kauffman provided a staffing and recruitment update for the months of April and May. In the month of April, the Authority participated in a recruitment event at Long Beach State University, received 19 applications, scheduled 14 dispatcher tests, and 3 applicants passed the test. The Authority hired one full time Communications Operator, one part time Communications Operator, and one temporary dispatcher. During the month of May the Authority received 11 applications, scheduled 6 dispatcher tests, and 0 passed. Currently, one applicant is in backgrounds, one temporary dispatcher is starting at the end of this month, and one retired annuitant is starting in July.

During the month of April, 1323 staffing hours were filled by part-time and temporary dispatchers. In May, 1235 hours were staffed with part-time and temporary dispatchers, by comparison in January of 2025 the hours were at 583 hours for hours filled by temporary and part time dispatchers. Because of these efforts overtime has decreased by about 50% for fulltime staff. We have another retired annuitant starting the end of July beginning of August.

2. Executive Director's Update on Medical Director
RECEIVE AND FILE

Executive Director Krok provided an update on LA County Medical Services Department requires any PSAP providing emergency medical services (EMD) to contract with a medical director. The Authority has chosen a medical director; Dr. Michael Kim. The Authority is currently working on a contract with Dr. Kim. LA County doesn't have a scope of work defined. The Authority is developing a scope of work for the professional services agreement and hopes to bring a contract for approval in the next couple of months.

3. Executive Director's Update on Computer Aided Dispatch System
RECEIVE AND FILE

Executive Director Krok provided an update on Versaterm implementation, kick off set for July, 16, 2025.

GIS Data:

- Versaterm analyzing data and will produce a report identifying necessary corrections.

DOJ Applications:

- California DOJ requires agencies implementing cloud-based CAD solutions to submit technical applications for approval to maintain JDIC/CLETS connections. Consultant is working on applications.

Network Connectivity and Training Environment:

- RCC needs two new direct connections to Amazon Web Services with high bandwidth and reliability, these connections need to be in place by August 1st.
- Training environment designed to mimic actual work environment. A CAD development room being set up downstairs for CAD stations and mobile devices and anticipate the room to be ready in the next month or two.
- Training for Police and Fire will be live environment with mobile devices.

- The CAD consultant is evaluating single sign on options to ensure that the field users need only log in once to CAD and RMS. Engaging the city's IT once there with solutions for the single sign on.

Meetings:

- Bi-weekly Microsoft Teams meetings will start tomorrow at 11:00 AM and run through the end of next summer. City Manager Norris inquired about the weekly meetings (attending). Executive Director Krok shared with the group that the CAD team, Shannon and Megan, and a couple of supervisors will be attending the weekly meetings.

4. Authorize the Executive Director to Bind and Approve FY 2025/26 Insurance Policies Proposed by Alliant Insurance Services, Inc. for Insurance Necessary to Protect the Authority and its Member Agencies; and Approve Purchase Orders Associated with Amount Not-To-Exceed \$385,817

AUTHORIZE EXECUTIVE DIRECTOR TO BIND AND APPROVE INSURANCE POLICIES AND APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE PURCHASE ORDERS

Executive Director Krok motioned to approve and authorize the director to execute purchase orders and to bind insurance policies. The Executive Director pointed out there was a typo on the Not-to-Exceed amount for agenda Item 4, which reflected \$385,817, but should be \$398,595, which is stated in the report itself.

Executive Director Krok received proposals for insurance renewals from Align Insurance Services. Total cost of the fiscal year 2025-2026 insurance program is proposed at \$398,595, which is a 4% increase from last year. Cyber liability was the most significant increase, up 91% due to the cyber event in 2024 (from \$12,900 to \$24,600). Fiscal year 2025-2026 policies amount came in 9% under budget. The budget for all policies was \$434,716. Staff is recommending that the Executive Committee authorize the Executive Director to bind and approve fiscal year 2025-2026 insurance policies with Alliant and designated insurance providers in an amount not to exceed \$398,595. Funds for these premiums are in the proposed insurance policies for the adopted fiscal year budget.

MOTION: City Manager Osorio motioned to approve Item-4. The motion was seconded by City Manager Mirzakhian and passed by a vote of 3-0.

5. Agreement Between the South Bay Regional Public Communications Authority and Commline, Inc. for Purchase and Installation of the Upgraded Avtec Dispatch Console; and Approve a Corresponding Purchase Order in the Total Amount of \$449,930.38 for this Purchase

APPROVE AGREEMENT, PURCHASE, AND INSTALLATION OF RADIO DISPATCH CONSOLE HARDWARE

Executive Director Krok discussed the Avtec project that was part of the Capital Improvement Plan and approved in the amount of \$449,930.38. The current Avtec radio console system was installed in 2015. The current system along with the current Windows software on PCs, is no longer going to be supported. The media workstations are no longer in production; this will be a cloud-based system. The new system will refresh software to support the latest version, moves to a software-based media workstation, includes USB supported accessories and includes the newest outpost plus gateways. Avtec's pricing is going to increase in July, action needed in June to lock in pricing. Commline is the Avtec's primary sales and technical support partner for Southern California. They're the sole level three partner for the region. Commline is authorized to sell Avtec solutions through NASPO and GSA contracts. Commline provides ongoing services and

maintenance for the Authority's radio and network infrastructure by contract. This CIP project was adopted and funds appropriated as part of the FY25-26 budget, sufficient funds exist in the FY25-26 Adopted Budget for this purchase.

MOTION: City Manager Mirzakhania motioned to approve Item-5. The motion was seconded by City Manager Norris and passed by a vote of 3-0.

6. Technical Services Division Staffing for Workload Management
**PROVIDE DIRECTION ON PROPOSED SOLUTIONS TO ALLEVIATE
WORKLOAD ISSUES**

Executive Director Krok discussed the current and future staffing needs for the technical services department. The Authority needs to ensure that vehicle outfitting work requested by the Authority's six police departments and three fire departments, continues as efficiently as possible.

The Authority currently has one Public Safety Communications Specialist 2 position, this individual is responsible for specifications of the vehicles, creating quotes/receiving purchase orders, ordering parts, scheduling vehicles, and billing cities upon completion of vehicle builds.

The Authority currently has four Public Safety Communications Specialist 1 positions who are responsible for the upfitting of vehicles, vehicle repairs, and miscellaneous work orders. The Technical Services Department is staffed with a total of five Public Safety Communications Specialists. The Authority anticipates a steady flow of vehicle requests over the next three to five years. Executive Director Krok discussed that management identified the need to add an additional Public Safety Communications Specialist 2 to share responsibilities in the area of specking vehicles, quotes, ordering of parts and billing. This employee has been working outside of their position description since March, helping and assisting in these areas.

Executive Director Krok requested the reclassification of a Public Safety Communications Specialist 1 to Specialist 2 and hire another Specialist 1. This will add depth to billing, procurement, ordering of parts, specking, and invoicing. The Specialist 2 position also includes installation and repair duties.

In addition, the Executive Director explained he hired a part-time former full-time employee to assist with leaves, absences, or vacations. This is to maintain full functionality, as one person missing from a four-person team represents a 25% reduction in labor hours.

Staff will present the proposed staffing changes to the Board of Directors in July, if recommended by the Executive Committee.

Executive Director Krok discussed exploring the possibility of outsourcing work to a third-party vendor, either temporarily or as needed. Seeks approval to explore outsourcing options, including cost allocation.

The Executive Director is looking to reclassify one position and add one FTE. The financial impact, reclassifying Public Safety Communications Specialist 1 to Specialist 2, will cost \$1,300 for the rest of the current fiscal year. Reclassification and one additional FTE for Public Safety Communications Specialist 1, will increase salary and benefits by \$120,000. Undesignated fund balance is available for the first year, and future costs can be added to member city assessments in future budget years.

City Manager Osorio inquired about the lead time from start to finish of a vehicle. How long does it take for the city to get the vehicle back? Executive Director Krok explained the variables for a patrol vehicle. Assuming parts availability and known vehicle specifications, estimation of 80 to 120 hours for a regular patrol car. Executive Director Krok explained that Shannon is working on creating a chronological timeline for cities to track vehicle progress, from order to completion. This timeline aims to provide transparency and identify inefficiencies.

Current lead times exist due to capacity constraints with four installers serving multiple cities and fire departments. Outsourcing could offer benefits due to assembly line setups and larger teams in external facilities. Executive Director Krok explained that the current business model may not be viable long-term, necessitating a review of outsourcing versus fully burdened positions. The facility was not originally set up to store the volume of parts needed. Additional trailers have been added for parts storage, but space remains limited.

Executive Director discussed the staffing changes and long-term business model. Staffing changes will address current issues, but a long-term discussion is needed about the business model and its future. Currently, there is no outsourcing of complete builds, only vendors like Commline for radio and networking. The question of outsourcing partial builds needs to be explored, including pricing per car and comparison to current cost. Labor hours are a key factor when considering outsourcing agencies. Outsourcing could save time and resources, but labor hours need to be compared to current operations.

City Manager Osorio requested a comparison – explore outsourcing options (labor hours) have discussions about the future, as the current workload is overwhelming.

Executive Director Krok shared with the group that similar places are shutting down, making the service scarcer. The Authority receives weekly calls for work from various cities and organizations. Our current staff cannot keep up with the current demands of our cities, indicating a need for additional help. Adding one more person would help maintain a minimum standard and increase efficiency.

Executive Director Krok explained to the group the unlimited amount of work coming in from various cities. Technology increases the time required to install equipment in vehicles.

Executive Director Krok discussed hiring an extra body is necessary, especially with a retirement at the end of the year. A new hire can address the current workload, and the position can be reevaluated after retirement if outsourcing proves more efficient.

City Manager Mirzakhian Recommendation - to provide a broad scope of vehicles in the queue, new builds vs. repairs, average time for completion, and a cost comparison of outsourcing per hour vs. fully burdened new employee.

MOTION: City Manager Osorio motioned to approve Item-6. The motion was seconded by City Manager Mirzakhian and passed by a vote of 3-0.

G. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes for April 15, 2025

APPROVE

MOTION: Chief Johnson motioned to approve Item-1. The motion was seconded by Chief Tomatani and passed by a vote of 4-0.

H. **ITEMS REMOVED FROM CONSENT CALENDAR**

None.

I. **COMMITTEE AND USER COMMITTEE COMMENTS**

Chief Lang's last meeting – Executive Director Krok thanked Chief Lang for participating in our User Committee.

J. **CLOSED SESSION**

The Executive Committee entered closed session at 2:45PM and returned at 3:21PM with no reportable action taken.

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Executive Director and Liebert, Cassidy Whitmore

Employee Organization: The California Teamsters Public, Professional and Medical Employees Union Local 911

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Executive Director and Liebert, Cassidy Whitmore

Employee Organization: Communications Workers of America

3. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Executive Director and Liebert, Cassidy Whitmore

Employee Organization: Management & Confidential Employees

K. **ADJOURNMENT**

The meeting was adjourned at 3:21PM.

1-2



Check Register FY 2024-25

June 2025

<u>Accounts Payable Check Issued Date</u>	<u>Total Check Amount</u>	<u>Notes</u>
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June 6, 2025	\$81,747.59	
June 13, 2025	\$172,721.84	
June 20, 2025	\$113,011.62	
June 27, 2025	<u>\$97,966.05</u>	

Accounts Payable Total	\$465,447.10	
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<u>Payroll Checks Issued Date</u>		
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June 13, 2025	\$212,730.46	includes MOU eligible leave payouts
June 27, 2025	<u>\$170,465.52</u>	

Payroll Total	\$383,195.98	
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Bank : bow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2278	6/6/2025	00411	PITNEY BOWES	3107243972	5/30/2025	OFFICE EQUIPMENT MONTH	243.74	
				8000-9090-0888	6/1/2025	POSTAGE AND SHIPPING	149.00	392.74
2279	6/6/2025	00012	CALIFORNIA WATER SER	5550731926	6/2/2025	FIRE PROTECTION SERVICE,	106.16	106.16
2280	6/6/2025	00070	GAS COMPANY, THE	059 194 8982 2	6/4/2025	GAS SERVICE HQ/ 5/1/2025-6	2,125.24	2,125.24
2281	6/6/2025	00651	FRONTIER	209-188-0077-04	6/1/2025	PHONE SERVICE 6/1/25 - 6/30	337.48	337.48
2282	6/6/2025	00069	SOUTHERN CALIFORNIA	700610392752	6/4/2025	ELECT SERV GRANDVIEW/ 5/	262.03	262.03
58682	6/6/2025	00297	AT&T, ATT CALNET	000023570219	6/3/2025	PHONE SERVICE 5/03/25-6/02	511.00	511.00
58683	6/6/2025	00014	CDW GOVERNMENT, INC	AE2956Q	5/22/2025	CDW-G BILLABLE PARTS	5,892.92	
				AE3ZE3X	5/29/2025	CDW-G BILLABLE PARTS	3,598.00	
				AE13U8F	5/14/2025	CDW-G BILLABLE PARTS	265.20	9,756.12
58684	6/6/2025	00017	CHEM PRO LABORATORY	IN197236	6/1/2025	WATER TREATMENT SERVIC	96.05	96.05
58685	6/6/2025	00225	COMMLINE INC	0495094-IN	5/19/2025	ANNUAL SOFTWARE SUPPOI	15,000.00	
				0496245-IN	5/29/2025	COMMLINE INC BILLABLE PA	665.00	
				0496630-IN	6/2/2025	COMMLINE INC BILLABLE PA	665.00	
				0496632-IN	6/2/2025	COMMLINE INC BILLABLE PA	665.00	
				0496636-IN	6/2/2025	COMMLINE INC BILLABLE PA	665.00	17,660.00
58686	6/6/2025	00528	CONTINENTAL COMPUTE	206957	5/16/2025	INTERCOM REPLACEMENT F	2,269.03	2,269.03
58687	6/6/2025	00879	CROWN CASTLE	1865201	6/1/2025	REDUNDANT INTERNET SER	1,100.00	1,100.00
58688	6/6/2025	00008	FEDERAL SIGNAL CORP	8932682	5/14/2025	FEDERAL SIGNAL CORP BILL	503.21	503.21
58689	6/6/2025	01117	GOODY TECHNOLOGIES	11317	5/27/2025	GOODY TECHNOLOGY - SOF	2,490.00	2,490.00
58690	6/6/2025	00027	HAVIS INC.	SIN31140	5/23/2025	HAVIS INC BILLABLE PARTS	3,473.46	3,473.46
58691	6/6/2025	00867	JOE MAR POLYGRAPH	25-004-SBRPCA	6/3/2025	PRE-EMPLOYMENT POLYGR	250.00	250.00
58692	6/6/2025	00227	LA COUNTY FIRE DEPT	L-IN0470230	5/23/2025	CERS LATE SUBMITTAL PEN/	524.00	524.00
58693	6/6/2025	00442	LAWSON PRODUCTS, INC	9312482789	5/15/2025	LAWSON PRODUCTS INC BIL	1,118.08	1,118.08
58694	6/6/2025	00087	LIEBERT CASSIDY & WHI	293845	4/30/2025	FY 24-25 LEGAL SERVICES	4,140.00	4,140.00
58695	6/6/2025	00331	MITSUBISHI ELECTRIC IN	529358	6/1/2025	HQ MAINTENANCE - ELEVAT	829.06	829.06
58696	6/6/2025	01145	MOUNTAIN NETWORKS II	3304	4/25/2025	WIFI WIRELESS ACCESS POI	4,460.00	4,460.00
58697	6/6/2025	00527	NMK CORPORATION	RCC-008	3/22/2025	CISCO FLEX COLLABORATIO	4,980.80	4,980.80
58698	6/6/2025	01022	RACE COMMUNICATIONS	RC1642059	6/1/2025	COMMUNICATION CONTRAC	1,198.50	1,198.50
58699	6/6/2025	00818	RICHARDS,WATSON & GE	252979	5/15/2025	FY 24-25 GENERAL COUNSEI	3,448.50	3,448.50
58700	6/6/2025	00145	SETINA MFG CO INC	309853	5/23/2025	SETINA MANUFACTURING CO	2,856.69	2,856.69
58701	6/6/2025	00036	TALLEY INCORPORATED	10459937	5/23/2025	TALLEY INC BILLABLE PARTS	637.47	637.47
58702	6/6/2025	01109	TRUCKVAULT INC.	285632	5/20/2025	TRUCKVAULT INC BILLABLE I	7,901.16	7,901.16

Bank : bow BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
58703	6/6/2025	00171	VERIZON WIRELESS	6114305187	5/23/2025	GPD DAC CHARGES/ 4/24/25-	1,919.44	
				6114243204	5/23/2025	DAC CHARGES HPD/ 4/24/25-	1,848.02	
				6114227613	5/23/2025	MODEM SVC. MBPD/ 4/24/25	929.59	
				6113833709	5/18/2025	CELL PH. CHGS: 4/19/25-5/18,	411.84	
				6114227614	5/23/2025	MODEM SVC. MBPD/ 4/24/25-	188.93	5,297.82
58704	6/6/2025	01065	WAGEWORKS INC., HEAL INV7860703	5/23/2025	FSA EXPENSE	92.00	92.00	
58705	6/6/2025	00063	WHELEN ENGINEERING (699796	5/22/2025	WHELEN ENGINEERING CO I	2,930.99	2,930.99	
Sub total for BANK OF THE WEST:							81,747.59	

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
58706	6/13/2025	00217	CALIFORNIA TEAMSTERS	Ben40606	6/13/2025	UNION DUES TEAMSTERS: P	1,159.00	1,159.00
58707	6/13/2025	00218	CWA LOCAL 9400	Ben40604	6/13/2025	UNION DUES CWA: PAYMENT	114.70	114.70
58708	6/13/2025	00996	WAGEWORKS INC., HEAL	Ben40616	6/13/2025	HEALTH CARE FSA: PAYMEN	684.69	684.69
20913	6/2/2025	00696	GUARDIAN	533654-06	5/21/2025	GUARDIAN - DENTAL,VISION,	5,753.86	5,753.86
20914	6/10/2025	00058	CALPERS	1000000	5/14/2025	HEALTH PREMIUMS FOR JUN	53,964.35	53,964.35
20915	6/13/2025	00219	INTERNAL REVENUE SEF	Ben40608	6/13/2025	FEDERAL WITHHOLDING TAX	51,192.89	51,192.89
20916	6/13/2025	00223	EMPLOYMENT DEVEL DE	Ben40610	6/13/2025	STATE DISABILITY INSURANC	17,915.79	17,915.79
20917	6/13/2025	00222	STATE DISBURSEMENT L	Ben40618	6/13/2025	SUPPORT: PAYMENT	184.62	184.62
20918	6/13/2025	00058	CALPERS	Ben40614	6/13/2025	PERS RETIREMENT: PAYMEN	30,200.86	30,200.86
20919	6/13/2025	00221	MISSIONSQUARE RETIRE	Ben40612	6/13/2025	DEFERRED COMPENSATION	11,551.08	11,551.08
Sub total for BANK OF THE WEST:							172,721.84	

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2283	6/20/2025	00073	STATE BOARD OF EQUAL 012-655960	6/20/2025	SALES & USE TAX 2025 Q2 PI	1,425.00	1,425.00
2284	6/20/2025	01120	PROGRESSIVE COMMER 983333297	4/28/2025	AUTO INSURANCE - JULY 1, 2	4,550.64	4,550.64
2285	6/20/2025	00621	FIRST BANKCARD				
		00015	CHEVRON AND TEXACO E/7969193	5/20/2025	FUEL (VAN)	145.04	
		00311	APCO INTERNATIONAL 1189293	5/21/2025	APCO INTERNATIONAL MEME	142.00	
		00311	APCO INTERNATIONAL 1189371	5/22/2025	APCO INTERNATIONAL MEME	142.00	
		00311	APCO INTERNATIONAL 1189370	5/22/2025	APCO INTERNATIONAL MEME	142.00	
		00489	DOMINO'S PIZZA #8226 052125	5/21/2025	EMPLOYEE SERVICES - TECI	106.37	
		00467	LOWES BUSINESS 408837925	5/7/2025	GEN TECHNICAL SUPPLIES	98.90	
		00761	BOX INV12760948	5/26/2025	SOFTWARE SERVICES	90.00	
		01047	GODADDY 3757427420	5/23/2025	WEBSITE HOST SUBSCRIPTI	85.98	
		00458	NENA 202499665686	5/14/2025	NENA MEMBERSHIP - MEGAN	62.00	
		00466	AMAZON MARKETPLACE 114-4456218-40	5/8/2025	OFFICE SUPPLIES	47.49	
		00714	DOOR DASH 051525	5/16/2025	EMPLOYEE SERVICES - STAF	46.36	
		00466	AMAZON MARKETPLACE 114-8421631-97	5/6/2025	GEN TECHNICAL SUPPLIES	44.18	
		00466	AMAZON MARKETPLACE 113-4281181-57	5/15/2025	OFFICE SUPPLIES	44.18	
		01046	PELTON 050125	5/1/2025	EMPLOYEE SERVICES	44.00	
		00574	MUTUAL PROPANE 0518169	5/22/2025	GEN TECHNICAL SUPPLIES	31.40	
		00466	AMAZON MARKETPLACE 114-9255789-21	5/28/2025	GEN TECHNICAL SUPPLIES	30.92	
		00466	AMAZON MARKETPLACE 113-6014971-95	5/23/2025	OFFICE SUPPLIES	25.37	
		00826	LA TIMES 05192025	5/19/2025	LA TIMES MONTHLY SUBSCR	15.96	
		01112	CRICUT INC. 052325	5/23/2025	MEMBERSHIP	9.99	
		00466	AMAZON MARKETPLACE 114-0907683-58	5/1/2025	EMPLOYEE WELLNESS PRO	8.83	
		00228	COSTCO MEMBERSHIP 1197629452	5/27/2025	OFFICE FURNITURE	773.49	
		00259	CPR TODAY INC 1158205	4/29/2025	CPR TRAINING	718.50	
		00035	HOME DEPOT CREDIT SE 0620000523386	5/15/2025	GEN TECHNICAL SUPPLIES	667.76	
		00466	AMAZON MARKETPLACE 114-1523543-62	5/25/2025	PARTS - BILLING	541.57	
		00466	AMAZON MARKETPLACE 114-0712232-61	5/17/2025	GEN TECHNICAL SUPPLIES	519.16	
		00228	COSTCO MEMBERSHIP 1198377711	5/26/2025	OFFICE SUPPLIES	396.41	
		00467	LOWES BUSINESS 131051778	5/23/2025	GEN TECHNICAL SUPPLIES	332.20	
		00228	COSTCO MEMBERSHIP 1196355173	5/14/2025	OFFICE SUPPLIES	283.92	
		00610	DIRECTV 065190124X250	5/4/2025	CABLE SERVICE	257.99	
		00981	SAM'S CLUB 10295125062	5/8/2025	EMPLOYEE WELLNESS PRO	254.88	
		01036	CLOUDFLARE INC. IN-39441607	5/28/2025	SOFTWARE SERVICES	250.00	

Bank : bow BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
2286	6/20/2025	00466	AMAZON MARKETPLACE	113-3377601-24	5/21/2025	JANITORIAL SUPPLIES	167.28	7,005.47
		00052	PARADISE AWARDS	39798	5/1/2025	EMPLOYEE PLAQUE - YEARS	164.65	
		00052	PARADISE AWARDS	40008	5/15/2025	EMPLOYEE PLAQUE - YEARS	164.65	
		00600	CHEVRON G&M #186	E/2789935	5/22/2025	FUEL (TRUCK)	150.04	
		00069	SOUTHERN CALIFORNIA	700440732476	6/12/2025	ELEC SERV HQ/ 5/9/25 - 6/09/	15,548.52	
2287	6/20/2025	01152	PRIMO BRANDS	700383926852	6/18/2025	ELEC SERV PUNTA/ 5/19/25 -	893.04	16,441.56
				05F8710314288	6/12/2025	WATER FILTRATION SYSTEM	176.51	
58709	6/20/2025	00297	AT&T, ATT CALNET	000023606367	6/13/2025	PHONE SERV 5/13/25-6/12/25	3,051.62	3,575.21
58710	6/20/2025	00064	AT&T, ATT PAYMENT CEN	000023613565	6/13/2025	PHONE SERV 5/13/25-6/12/25	277.01	
				000023610502	6/13/2025	PHONE SERV 5/13/25-6/12/25	246.58	
				960 461-1623 55	6/1/2025	PHONE SERVICE 6/01/2025-6	2,906.37	
				062025	6/20/2025	RETIREE MED PREM/JULY 20	42.00	
58712	6/20/2025	00225	COMMLINE INC	0497472-IN	6/9/2025	COMMLINE INC BILLABLE PA	665.00	2,458.00
58713	6/20/2025	01051	COMPASS GROUP USA IN	0497493-IN	6/9/2025	COMMLINE INC BILLABLE PA	665.00	
				0497473-IN	6/9/2025	COMMLINE INC BILLABLE PA	564.00	
				0497491-IN	6/9/2025	COMMLINE INC BILLABLE PA	564.00	
				SOC264847	6/18/2025	COFFEE VENDING SERVICES	389.32	
58714	6/20/2025	00101	CORDOVA, TONY	062025	6/20/2025	RETIREE MED PREM/JULY 20	592.00	592.00
58715	6/20/2025	00081	COSTON, SHANDER	062025	6/20/2025	RETIREE MED PREM/JULY 20	342.00	342.00
58716	6/20/2025	01137	DIANE CARROLL	1181	6/3/2025	GETRESQ911 TEMPORARY S	11,200.00	11,200.00
58717	6/20/2025	00103	DIVINITY, TANJI	062025	6/20/2025	RETIREE MED PREM/JULY 20	592.00	592.00
58718	6/20/2025	00105	EBERLE, KELLE	062025	6/20/2025	RETIREE MED PREM/JULY 20	342.00	342.00
58719	6/20/2025	00785	EXPERIAN	6000068005	6/1/2025	CREDIT MONITORING (MAY)	75.00	75.00
58720	6/20/2025	00106	FARLEY, SANDRA	062025	6/20/2025	RETIREE MED PREM/JULY 20	342.00	342.00
58721	6/20/2025	00008	FEDERAL SIGNAL CORP	8950583	6/5/2025	FEDERAL SIGNAL CORP BILL	5,600.00	10,292.81
58722	6/20/2025	00651	FRONTIER	8945719	5/30/2025	FEDERAL SIGNAL CORP BILL	3,903.84	
				8950343	6/5/2025	FEDERAL SIGNAL CORP BILL	788.97	
				7002Z664-S-251	6/5/2025	PHONE SERV 6/05/25-7/04/25	2,816.78	
58723	6/20/2025	00322	GEOSPATIAL TECHNOLO	7002Z665-S-251	6/5/2025	PHONE SERV 6/05/25-7/04/25	1,936.12	4,752.90
				18986	6/1/2025	SOFTWARE MAINTENANCE S	13,173.00	
58724	6/20/2025	00577	JESSICA RAMOS	4112	5/22/2025	VEHICLE MAINTENANCE & D	120.00	120.00
58725	6/20/2025	01106	JOSE CONSTANTINO VAL	INV1278	6/9/2025	MONTHLY LANDSCAPING SE	1,200.00	1,650.00
58726	6/20/2025	00442	LAWSON PRODUCTS, INC	INV1273	6/6/2025	MONTHLY LANDSCAPING SE	450.00	
				9312533257	6/4/2025	LAWSON PRODUCTS INC BIL	37.48	
58727	6/20/2025	00087	LIEBERT CASSIDY & WHI	286738	1/31/2025	FY 24-25 LEGAL SERVICES	900.00	900.00

Bank : bow BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
58728	6/20/2025	00113	MARTIN, LISA	062025	6/20/2025	RETIREE MED PREM/JULY 20	342.00	342.00
58729	6/20/2025	00047	MOTOROLA SOLUTIONS,	8282139760	5/27/2025	MOTOROLA SOLUTIONS INC	9,054.76	9,054.76
58730	6/20/2025	01005	ORKIN PEST CONTROL	278047880	5/30/2025	HQ MAINTENANCE - PEST CO	82.00	82.00
58731	6/20/2025	00121	PINELA, ELIZABETH	062025	6/20/2025	RETIREE MED PREM/JULY 20	592.00	592.00
58732	6/20/2025	00580	PUN GROUP, LLP, THE	115330	4/30/2025	PROFESSIONAL AUDIT SERV	1,800.00	1,800.00
58733	6/20/2025	00818	RICHARDS,WATSON & GE	253516	6/16/2025	FY 24-25 GENERAL COUNSEI	598.50	598.50
58734	6/20/2025	00460	SPECTRUM BUSINESS	2491898010601	6/1/2025	FY 2024-25 INTERNET SERVI	944.00	944.00
58735	6/20/2025	00074	STAPLES INC.	7005619819	6/7/2025	OFFICE & JANITORIAL SUPPL	505.35	
				7005696226	6/14/2025	OFFICE & JANITORIAL SUPPL	37.71	543.06
58736	6/20/2025	00034	STEVENS, GARY	062025	6/20/2025	RETIREE MED PREM/JULY 20	592.00	592.00
58737	6/20/2025	01109	TRUCKVAULT INC.	282535	6/11/2025	TRUCKVAULT INC BILLABLE I	3,888.07	3,888.07
58738	6/20/2025	00044	TYLER TECHNOLOGIES,	045-520681	6/1/2025	TYLER EDEN SUPPORT ANNI	7,285.99	7,285.99
58739	6/20/2025	01028	WESTIN AUTOMOTIVE PF	2230855	6/6/2025	WESTIN AUTOMOTIVE BILLAI	2,759.81	
				2230839	6/5/2025	WESTIN AUTOMOTIVE BILLAI	787.40	
				2230709	6/5/2025	WESTIN AUTOMOTIVE BILLAI	360.76	3,907.97
Sub total for BANK OF THE WEST:								113,011.62

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
20920	6/27/2025	00219	INTERNAL REVENUE SEF Ben40713	6/27/2025	FEDERAL WITHHOLDING TAX	38,860.34	38,860.34
20921	6/27/2025	00223	EMPLOYMENT DEVEL DE Ben40717	6/27/2025	STATE DISABILITY INSURANC	14,106.17	14,106.17
20922	6/27/2025	00222	STATE DISBURSEMENT L Ben40721	6/27/2025	SUPPORT: PAYMENT	184.62	184.62
20923	6/27/2025	00058	CALPERS Ben40715	6/27/2025	PERS RETIREMENT: PAYMEN	30,031.56	30,031.56
20924	6/27/2025	00221	MISSIONSQUARE RETIRE Ben40711	6/27/2025	DEFERRED COMPENSATION	11,408.71	11,408.71
58740	6/27/2025	00002	AFLAC Ben40705	6/27/2025	AFLAC INSURANCE: PAYMEN	1,475.76	1,475.76
58741	6/27/2025	00217	CALIFORNIA TEAMSTERS Ben40709	6/27/2025	UNION DUES TEAMSTERS: P	1,099.50	1,099.50
58742	6/27/2025	00218	CWA LOCAL 9400 Ben40707	6/27/2025	UNION DUES CWA: PAYMENT	114.70	114.70
58743	6/27/2025	00996	WAGEWORKS INC., HEAL Ben40719	6/27/2025	HEALTH CARE FSA: PAYMEN	684.69	684.69
Sub total for BANK OF THE WEST:							97,966.05

K-1



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: July 15, 2025

ITEM NUMBER: K-1

TO: Executive Committee

FROM: John Krok, Executive Director

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND MANAGEMENT AND CONFIDENTIAL EMPLOYEES

ATTACHMENTS: 1. Tracked Changes of the Memorandum of Understanding
2. Memorandum of Understanding

RECOMMENDATION

Staff recommends that the Executive Committee approve the attached Memorandum of Understanding between the Authority and Management and Confidential Employees.

DISCUSSION

For many years, the Authority has maintained a Memorandum of Understanding (MOU) with the Management and Confidential Employees. The last MOU expired on June 30, 2025. Representatives of the bargaining unit and the Authority met and conferred in good faith in May 2025 to June 2025 and have agreed to the terms found in the attached proposed MOU. The new agreement has a term of three (3) years from July 1, 2025 to June 30, 2028.

Significant terms of the proposed MOU are listed as follows:

1. Term of Agreement
 - July 1, 2025 – June 30, 2028
2. Compensation (Article 12)
 - Negotiated salary increases as follows:
 - 6% effective the first full pay period that includes July 1st, 2025
 - 5 % effective July 1st, 2026
 - 5 % effective July 1st, 2027

3. Longevity Pay (Section 7.10)

- Changes the current longevity schedule to start at five (5) years instead of ten (10) years and increases the amounts payments as follows:

<u>Anniversary</u>	<u>Amount Payable</u>
5-9 years	\$1,500
10-14	\$2,500
15-19	\$3,500
20 and beyond	\$4,500

4. Contribution Amount (Section 8.3)

- Increase in contribution amount toward an employee's monthly medical and dental insurance premiums from \$1600 to \$1800.

5. Deferred Compensation (Section 7.12)

- Increased the Authority's matching contribution by \$125 per month for each employee effective July 1st, 2025.

6. Flexible Spending Account (FSA) (Section 8.12)

- The Authority will make an annual contribution of \$500 to each employee's Flexible Spending Account.

7. General

- Reorganization of articles and sections.
- Clarified language to improve the ease of understanding and/or administration of MOU provisions.
- Memorialization of procedures and practices not previously contained in the MOU.
- Removal of language no longer applicable or out of date and addition of new language clarifying current practices.
- Corrections or revisions to language in existing contract terms.

FISCAL IMPACT

The projected cost increase for this Memorandum of Understanding over the three (3) year period is \$378,400 which is equivalent to 8.6% of the total compensation associated with the Management and Confidential Employees bargaining group.

K-1

Attachment 1

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH BAY REGIONAL
PUBLIC COMMUNICATIONS AUTHORITY
AND MANAGEMENT AND CONFIDENTIAL EMPLOYEES

JULY 1, ~~2022-2025~~ through JUNE 30, ~~2025~~2028

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PREAMBLE

THIS AGREEMENT is made and entered into by and between the SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ("Authority") and MANAGEMENT AND CONFIDENTIAL EMPLOYEES ("Employees") employed under the following job classifications:

Accountant
Administrative Services Manager
Executive Assistant
Finance & Performance Audit Manager
Operations Manager

It is binding upon Authority only upon approval of the Executive Committee and shall apply from July 1, 202~~5~~² through June 30, 202~~5~~⁵.

ARTICLE 1 -- CONCLUSIVENESS OF AGREEMENT

Section 1.1 -- Agreement Conclusive. This Agreement contains all of the promises and agreements of the parties. Therefore, for the life of this Agreement neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether that issue was raised at a meet and confer session preceding this Agreement or not, unless the parties agree to bargain about it. There are three sub-groups of employees, which are defined as: Group A employees are employees with a hire date prior to October 25, 2011; Group B employees with a hire date after October 25, 2011; and Group C employees with a hire date on or after September 1, 2022.

ARTICLE 2 -- MANAGEMENT RIGHTS

Section 2.1 -- Management Rights. Authority retains all rights not specifically delegated by this Agreement, including but not limited to the exclusive right to determine the mission of its constituent sections; set employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; contract out work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The determination of whether or not an emergency exists is solely within the discretion of Authority and is expressly excluded from the grievance procedure.

ARTICLE 3 -- NO STRIKE, NO LOCKOUT

Section 3.1 -- Work Interruption. During the life of this Agreement, Employees will not cause, authorize, advise or encourage any interruption of work or any other concerted action. The term "interruption of work" shall include any work stoppage or strike (including economic and unfair labor practices) or any picketing or boycott activities by employees, and refusal to work on and handle equipment or produce any materials or services because of a labor dispute.

Section 3.2 -- Lockout. Authority will not lock out any employee.

Section 3.3 -- Discipline. Any employee engaging in any action prohibited by this article shall be subject to immediate discharge or such other discipline as Authority may assess. Such discharge or discipline shall not be reviewable through any grievance procedure.

ARTICLE 4 -- SAVINGS PROVISION

Section 4.1 -- Separability. Should any provision of this Agreement be declared illegal or invalid by decision of a Court of Law or any administrative agency, all other provisions of this Agreement shall nevertheless remain valid, subsisting, and in full force and effect. In the event of any such invalidation, the parties agree to meet and to attempt to negotiate substitute provisions for the provisions declared illegal or invalid.

ARTICLE 5 -- HARASSMENT AND DISCRIMINATION

Section 5.1 -- No Discrimination. Employees and Authority agree not to discriminate against any employee or applicant because of age, sex, gender, gender identity, gender expression, race, national origin, sexual orientation, disability, medical condition, [reproductive health decision making](#), genetic information, marital status, military or veteran status, and/or religion.

Article 5.2 -- No Harassment. Authority expects and requires all employees to treat one another with dignity and respect. The Authority has zero tolerance of harassment of fellow employees regardless of whether or not the conduct rises to the level of a violation of law. No employment decision may be made based upon an employee's submission to or rejection of such conduct. Any employee who believes that he or she is the victim of such harassment, based on any protected classification, including but not limited to sexual, racial, ethnic or religious, is required to immediately report the conduct to a supervisor, manager or Executive Director. Any employee who engages in such conduct is subject to disciplinary action, up to and including immediate discharge.

ARTICLE 6 -- ATTENDANCE AND LEAVES

Section 6.1 -- Bereavement Leave (Death in Immediate Family). In the event of death of a member of the employee's immediate family, [up to five days of](#) bereavement leave may be granted to such employee, with the approval of the Executive Director. ~~Such~~ [Up to three days of bereavement](#) leave will be compensated ~~for~~ at the base rate of pay.

Immediate family is construed to mean the father, mother, husband, wife, [domestic partner](#), brother, sister, child, step-child, mother-in-law, father-in-law, legal guardian, foster child or foster parent, or any of either of them. Grandparent or grandchild is also considered immediate family. A maximum of ~~five three~~ days, [including up to three days of paid bereavement leave](#), may be granted for such leave; [employees may use existing accruals or take unpaid time off for the remaining two days of bereavement leave.](#) Absence under this section is not chargeable to sick leave.

Section 6.2 -- Compensatory Time Off. Compensatory time off may be granted by the Executive Director as an alternate method of compensation for overtime work for FLSA non-exempt employees. The rate of compensatory time shall be as required by law. No employee shall accrue

more than one hundred sixty (160) hours of such compensatory time. Should any employee exceed one hundred sixty (160) hours of accrued compensatory time, she/she shall receive pay in lieu thereof.

Section 6.3 -- Holidays.

(a) Offices Closed. Authority administrative offices shall be closed on the following 11 holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; day after Thanksgiving; Christmas Eve; and Christmas Day. If one of the holidays falls upon a Sunday, the Monday following shall be observed as the holiday. If one of the holidays falls on a Saturday, the Friday preceding shall be observed as the holiday.

If a holiday falls on a day which is an off day for employees working the 9/80 or 4/10 work schedules, the employee shall receive a floating holiday in lieu of the holiday. Floating holidays may be taken at each employee's discretion, subject to approval of the Executive Director. Generally, these floating holidays may be used after the holiday has occurred unless the employee requests to use the floating day contiguous to the actual holiday. If an employee does not use his/her floating holidays earned within the calendar year in which the employee has received it, he/she will not earn an additional floating holiday in the next calendar year (with the exception of those floating holidays which are earned in November or December, in which case the employee will be able to use the floating holiday from that year for the first two months of the following year).

Section 6.4 -- Hours of Work. All administrative offices of Authority shall be kept open for business on all days of the year, except Saturdays, Sundays and designated holidays, from 8:00 A.M. to 5:00 P.M. Employees shall be required to work a minimum of eight hours per day, but may work "4/10" or "9/80" plans according to schedules approved by the Executive Director.

(a) Work Week. An employee's work week is a fixed and regularly recurring period of one hundred sixty-eight (168) hours, seven (7) consecutive twenty-four (24) hour periods. A work week need not coincide with the calendar week but may begin on any day and at any hour of the day. Work week(s) shall be designated by the Authority.

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

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

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

leave, holiday leave, bereavement leave, injury leave, military leave, compensatory leave, jury duty or any other leave of absence.

Section 6.5 -- Injury Leave. Each employee, regardless of category of employment, is authorized injury leave when the employee suffers an illness or injury while on duty or arising in and out of the course of employment. In such cases, the employee is eligible to receive compensation as provided for in the State Workers' Compensation Act. At no time may an employee use accumulated sick leave for an injury or illness which is compensable under the provisions of the Workers' Compensation Act of the State of California.

Section 6.6 -- Jury Duty Leave. Any full-time employee of the Authority who is duly summoned for jury duty during the time regularly required for the employee's office or employment, and who submits a copy of the jury duty summons to the Authority, shall be entitled, while actually serving, to the employee's regular base salary up to a maximum of fifteen (15) calendar days, provided the employee deposits with the Authority all fees received for service. No overtime payment to the affected juror shall result from jury duty. Court-paid mileage fees may be retained by the individual. If an employee, while serving on jury duty, is temporarily released from actual service for twenty-five percent (25%) of their scheduled day or more, said employee shall report to the Authority for work during such period of temporary release. Employee will not be compensated for jury service on the employee's regularly scheduled day off.

Section 6.7 -- Unpaid Leaves of Absence. An unpaid, non-medical leave of absence not to exceed 90 calendar days may be requested by an employee. Decisions whether to grant such a leave will be made by the Executive Director in his/her discretion and based on operational needs of the Authority. The decision of the Executive Director is final.

The maximum length of an unpaid leave of absence shall be based on the employee's length of continuous service with the Authority.

Less than one year	10 calendar days maximum
One year to less than three years	30 calendar days maximum
Three years to less than five years	60 calendar days maximum
Five years or more	90 calendar days maximum

Request Procedures

Only one unpaid, non-medical leave of absence may be granted to an employee in a calendar year. Except in case of emergency, a written and fully documented request for leave of absence should be received by the Executive Director at least 30 calendar days prior to the effective date of the leave. In all cases, employee must exhaust all appropriate accrued leave balances before requesting an unpaid leave of absence. Unpaid leaves of absence are not to be used to circumvent the vacation and holiday scheduling process.

Upon receipt of a request for an unpaid leave of absence, the Executive Director will either approve or deny the request and notify the employee of this determination in writing. This notice will also include the start and end dates of the unpaid leave of absence and the date which the employee is expected to return to work.

Benefits

Sick leave, holidays and vacation leave do not accrue during an unpaid leave of absence. Seniority,

time in service, performance evaluation scheduling, and eligibility for merit increases are affected by an unpaid leave of absence. Authority shall pay its portion of medical, dental, life insurance, and vision plan premiums for a period not to exceed 30 days after the beginning of the unpaid leave of absence. General wage increases granted to other employees during the unpaid leave of absence will not be implemented until the employee actually returns to work.

Extension of Leave

Employees may request extension of their unpaid leave of absence, provided that the extension does not result in the leave exceeding the maximum time allowed for their years of service. Such requests should be in writing and received by the Executive Director at least two weeks in advance of the expiration of the unpaid leave of absence. Extension of the unpaid leave of absence must be approved by the Executive Director. The decision of the Executive Director is final.

Cancellation of Leave

An employee may request cancellation of an approved unpaid leave of absence at any time before or during said leave by submitting a written request explaining the reason for cancellation.

Violating Leave of Absence

The following constitute violations of the spirit and intent of granting an unpaid leave of absence, and shall result in automatic resignation by the employee or termination of the employee.

- (a) Employees who engage in or apply for other employment while on an unpaid leave of absence will be considered as having resigned without notice. No termination benefits will be paid by Authority.
- (b) Employees who fail to return from an unpaid leave of absence on the prescribed day, and have not obtained an extension, will be considered as having resigned without notice. No termination benefits will be paid by Authority.
- (c) Employees who obtain an approved leave of absence through fraud or misrepresentation shall be subject to discharge.

Section 6.8 -- Maternity Leave.

No less than all provisions provided for by California State and/or Federal law shall be granted to full-time employees.

Section 6.9 -- Military Leave. Military leave shall be granted to full-time employees in accordance with the provisions of California State and/or Federal law. All full-time employees entitled to military leave shall give the Executive Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

Section 6.10 -- Sick Leave. Each full-time employee is eligible for paid sick leave upon completion of three months of continuous service. Accrual of this leave begins with the first day of the first pay period after day of hire. Accrual for Group A and B employees is at the rate of ten hours per month; accrual for Group C employees is at the rate of eight (8) hours per month; subject to the provisions below, Group C employees who accrue sick leave each pay period shall accrue 4 hours of sick leave per pay period (except on the third payroll). An eligible employee may accrue a maximum of 500 hours of paid sick leave.

(a) General Sick Leave Policy. Sick leave is not a discretionary privilege, but is allowed only in case of necessity and actual sickness. Up to 50% of the annual accrual, may, however, be used for family illnesses requiring the physical presence of the employee (for purposes of this section, family is defined as a spouse, parents and/or children residing in the household), or for routine doctor, visual care, and dental appointments with advance supervisor's approval. All sick leave must be approved by the employee's supervisor, who will verify eligibility and leave balance with Authority's payroll records. For purposes of this Section, family is defined as spouse, a child of any age or dependency status, a parent, a parent-in-law, a registered domestic partner, a grandparent, grandchildren, ~~or a sibling,~~ or a "designated person." An employee may designate one person per 12-month period at the time the employee requests sick leave.

No employee will accrue sick leave unless at least six days are worked during each payroll period. Approved paid sick leave, paid vacation leave, paid bereavement leave, temporary military leave of absence or absence due to work connected disability shall be considered to be time worked under this section. When an employee has used all accumulated sick leave, further absence shall be charged to any and all accrued vacation leave and compensatory time. Employees receiving state disability payments will not be required to exhaust vacation leave and compensatory time while on disability.

(b) Conditions for Eligibility for Sick Leave Compensation. To receive paid sick leave, the employee must meet the following conditions:

(1) When the employee is absent for three or more consecutive working days, a doctor's certification of illness will be furnished upon return to work. A supervisor may require an employee to furnish a doctor's certificate for lesser absences to establish proof of illness. Submittal shall be made upon return to work.

(2) Employees returning from an absence due to illness or disability may be required to be examined by Authority's physician at Authority expense.

(3) At no time will sick leave be authorized for injuries compensable under Worker's Compensation Insurance.

(c) Ineligible Employee. If an employee calls in sick and is deemed ineligible to receive sick leave compensation, he or she may be subject to progressive discipline and/or the hours unworked may be recorded as leave without pay.

(d) Checking Validity of Employee's Illness. The Authority reserves the right to periodically check the validity of an employee's illness or a family member's illness through telephone or personal contact when the Authority has reasonable suspicion that the employee is feigning illness of himself/herself or the family member.

(e) Sick Leave a Privilege. The employee, the bargaining unit, and the Authority recognize that sick leave is a privilege granted to the employee, should be viewed by the employee as insurance, and is not to be considered a means of additional

compensation or extra vacation.

Section 6.11 -- Vacation Leave. Each full-time employee is eligible for paid vacation leave upon completion of six months of continuous service. Accrual of this leave begins with the first day of the first pay period after day of hire. Upon employment termination, vacation leave is computed up to and including the last day worked. For Group A and B employees, vacation leave shall be earned in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Work Hours Per Month</u>	<u>Work Hours Per Year</u>	<u>Maximum Accumulation</u>
Less than 5	8	96	120
5 through 9	12	144	240
10 or more	16	192	336

For Group C employees, vacation leave shall be earned in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Work Hours Per Month</u>	<u>Work Hours Per Year</u>	<u>Maximum Accumulation</u>
Less than 5	6.67	80	120
5 through 9	10.00	120	240
10 or more	13.33	160	336

The Vacation Year shall be the calendar year. All accumulation limits shown above are the maximum an employee will be allowed to accumulate as of December 31 of each year, with no limit on accumulation between January 1 and December 31. If requirements of the service necessitate cancellation of scheduled vacation leave and it cannot be rescheduled and used before the end of the calendar year, a maximum of 20 hours in addition to the accrual limit may be carried over for use not later than February 1 of the following calendar year.

Use of vacation leave shall be approved by the Executive Director, noting the needs of the Authority and the necessity of having employees available for the effective functioning of the Authority.

No employees will accrue vacation leave unless at least six days are worked during each payroll period. Approved paid sick leave, paid vacation leave, paid bereavement leave, temporary military leave for active duty, or absence due to work-connected disability, shall be considered to be time worked under this section.

Section 6.12 – Administrative Leave. Administrative Leave shall be granted to FLSA exempt employees in recognition of work performed above normal work hours and the nature of the work performance and expectations placed upon employees.

Use of Administrative Leave shall be approved by the Executive Director, noting the needs of the Authority and the necessity of having employees available for the effective functioning of the Authority.

Each FLSA exempt employee is eligible for Administrative Leave upon completion of twelve months in a management position. An award of 48 hours each calendar year will be provided to each FLSA exempt employee and may be used at the employee's discretion, subject to the approval of the Executive Director. Upon termination, employees will be paid for unused, accrued Administrative

Leave.

Administrative Leave as provided herein is non-cumulative between calendar years. If, at the end of the year an employee has not exhausted all of his/her Administrative Leave, for the following calendar year he/she will only accrue that amount of Administrative Leave which (when added to the carried over Administrative Leave from the prior calendar year) will result in the employee accruing a total of 48 hours of Administrative Leave.

ARTICLE 7 -- SPECIAL PAY

Section 7.1 -- Acting Pay. Employees assigned by the Executive Director to a higher position in an acting status during the absence of an incumbent or to fill a vacancy until the vacancy can be filled by appointment shall receive an additional rate of ten percent (10%) above their regular base salary.

Eligibility for compensation shall begin only when the incumbent of the higher position certifies the ability of the employee to fill the higher position.

Section 7.2 -- Payment for Unused Sick Leave (Optional). Each full-time employee may voluntarily convert, for cash, a limited number of hours of sick leave twice each year; the last pay period in May and the last pay period in October. In order to convert, for cash, unused sick leave, an employee must make an irrevocable election (i.e., pre-designation) specifying the total number of hours to be cashed-out from next year's Sick Leave accrual. During the calendar year following the pre-designation, an employee may convert for cash from the pre-designated amount in the last pay period in May. If no cash-out occurs in May and/or any remaining balance of the pre-designated amount exists, it will be cashed out in the last pay period in October. The first irrevocable election will be made in December 2025.

~~Leave balances will be determined as of the end of the pay period immediately preceding the last pay periods in October and May.~~ The dollar value of the hours converted will be determined by the completed years of service shown below. Payment will be calculated as a percentage of the employee's base rate of pay; a separate check may be issued for this amount.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted</u>	<u>Conversion Rate</u>
Less than 2	100	100% of base rate of pay
2 or more	120	100% of base rate of pay

Section 7.3 -- Payment for Unused Vacation Leave (Optional). Each full-time employee may voluntarily convert, for cash, a limited number of hours of vacation leave twice each year; the last pay period in May and the last pay period in October. In order to convert, for cash, unused vacation leave, an employee must make an irrevocable election (i.e., pre-designation) specifying the total number of hours to be cashed-out from next year's Vacation Leave accrual. During the calendar year following the pre-designation, an employee may convert for cash from the pre-designated amount in the last pay period in May. If no cash-out occurs in May and/or any remaining balance of the pre-designated amount exists, it will be cashed out in the last pay period in October. The first irrevocable election will be made in December 2025.

~~Leave balances will be determined as of the end of the pay period immediately preceding the last~~

~~pay periods in October and May.~~ The dollar value of the hours converted will be determined by the completed years of service as shown below. Payment will be calculated as a percentage of the employee's base rate of pay; a separate check may be issued for this amount.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted</u>	<u>Conversion Rate</u>
Less than 2	60	100% of base rate of pay
2 or more	100	100% of base rate of pay

Section 7.4 -- Court Pay. Payment shall be made to any Authority employee who, when in an off-duty status, is required by a subpoena of an officer of the Court, or competent authority, to appear in court and/or provide testimony in matters on behalf of the Authority or its member agencies that relate to performance of duties as an Authority employee at the prescribed overtime or compensatory time rate for all hours such employee must remain at the Court. Employees who receive Court pay shall retain any witness fees they receive as a result of the subpoena. Court-paid mileage fees may be retained by the individual.

Section 7.5 -- Overtime Work. Overtime will be paid to FLSA non-exempt employees as required by the FLSA for actual work hours in excess of forty (40) hours in the defined FLSA workweek. No leave hours shall count as hours worked and hours worked in excess of scheduled hours in a day or shift shall not trigger overtime. Only hours actually worked in excess of forty (40) hours in the defined FLSA workweek shall entitle an employee to receive overtime compensation.

Any other provision of this agreement, notwithstanding any dispute or question of fact as to what time or times are normally required for the employment of any person, shall be decided by the Executive Director. The decision of the Executive Director shall be final.

In case of emergency, or whenever the public interest or necessity requires, the Executive Director may require any employee to perform overtime work. No employee shall be required to perform overtime work, except in accordance with approved policies and upon the approval of the Executive Director. Overtime shall not be paid in those cases where an employee is called back from paid leave. In this case, the employee shall be deemed to have returned to regular work status, be paid regular salary, and not be charged for paid leave for those hours actually worked.

Section 7.6 -- Retirement. Authority has a contract with the California Public Employees' Retirement System (CalPERS) for coverage under the basic plan for non-safety employees without modifications. All full-time employees who work more than half time (more than an average of eighty-seven (87) hours per month or more than a total of five hundred twenty-two [522] hours in a six [6] month period) or who have qualified for retirement coverage under CalPERS by virtue of previous employment with Authority or elsewhere, are required to participate in this system. For employees hired prior to October 25, 2011, the Authority shall provide a CalPERS contract of two percent (2%) at fifty-five (55) based on the employee's single highest year.

(a) Effective July 1, 2014, Group A employees (with a hire date prior to October 25, 2011), will contribute one quarter of the employees' contribution CalPERS rate or one and three quarters percent (1.75%) of their salary, including all special pays and on July 1, 2015 will contribute an additional one quarter of the employee's contribution CalPERS rate or one and

three quarters percent (1.75%) of their salary, including all special pays for a total of three-and one-half percent (3.5%).

(b) For Group B employees (with a hire date after October 25, 2011), the Authority shall provide a CalPERS contract of two percent (2%) at sixty (60), based on the employees' three (3) highest consecutive years. These employees will also contribute the full seven percent (7%) of their salary, including special pays, toward the employee's contribution.

(c) For all "new members" beginning January 1, 2013, the retirement benefit formula is 2% at 62. A "new member" is defined as follows: A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who has no prior membership in any California public retirement system; A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who is not eligible for reciprocity with another California public retirement system; and A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months. These employees will contribute 50% of normal cost as determined by CalPERS.

Section 7.7 -- Severance Pay. Employees shall be entitled to thirty days written notice, payment of accrued sick leave (up to 80 hours), vacation leave, personal leave, compensatory time and holiday accrual time (all accumulated), and payment of one month's pay at the base rate of pay in the event that the Authority is dissolved while employee is still employed at the time the decision is made by the Board of Directors to dissolve.

Employees with six or more years of service shall be entitled to receive an additional one-month's pay at the base rate, but only in the event that the Authority is dissolved while employee is still employed at the time the decision is made by the Board of Directors to dissolve. In no event shall the amount received by employee exceed the balance of the contract period. In order to receive the additional month's pay entitlements, the employee must continue at work until the specific date of dissolution or until advised by Authority that his/her services are no longer needed.

Section 7.8 -- Termination Pay. Upon termination, the employee will be paid for accrued vacation leave (not more than the maximum accumulation listed in Section 6.11 for completed service), accrued unused floating holidays, and compensatory time earned but not taken, in accordance with the limitations established in the preceding sections. Accrued sick leave is not compensable on termination.

Section 7.9 -- Travel Allowance. Subject to the audit and approval of the Executive Director or his/her designee, employees of the Authority shall (except where a specific allowance for automobile use is made) be entitled to receive expense reimbursements for furnishing to said Authority their own personal automobiles in the performance of the duties necessarily incident to their respective offices or employment, at the Internal Revenue Service's (IRS) prevailing rate (i.e., an employee may only seek reimbursement for any miles driven in excess of their regular commute). All mileage expense reimbursement requests under this section must be rendered within thirty (30) days of incurring such expenses, and must indicate the specific purpose for which the automobile was used. The Executive Director may establish certain limits of liability on automobile insurance that must be maintained by employees and employees may be required to provide proof of insurance coverage to the Authority in order to be eligible for reimbursement.

Section 7.10 -- Longevity Pay. Each full-time employee shall receive an annual longevity payment according to the following schedule.

<u>Anniversary</u>	<u>Amount Payable</u>
5-9 <u>10</u>	\$400 <u>\$1,500</u>
11-14 <u>15</u>	\$450 <u>\$2,500</u>
15-19 <u>20</u>	\$3,500 <u>\$500</u>
20 <u>21</u>	\$550 <u>\$4,500</u>
+	

Section 7.11 – Education

- (a) Educational Reimbursement. The Authority agrees to an educational (college or university courses) reimbursement of \$4,000 per year for books and tuition towards a Master's Degree, professional certificate, or certificate program, upon successful completion with a grade level of "C" or better and if job related and pre-approved by the Executive Director. The definition of "job related" shall be determined by the Executive Director, whose decision shall be final. Courses must be from an accredited college. The total lifetime reimbursement during employment at the Authority is not to exceed \$12,000. Course transcripts including course name, grade, and dates of course and receipts must be submitted no later than 30 days of course completion. Reimbursement shall be awarded in the fiscal year in which the course was completed.

Section 7.12 -- Deferred Compensation. The Authority will contribute \$150 per month toward each employee's deferred compensation account. Effective September-July 1, 2022~~2025~~, the Authority will further provide up to ~~\$250-375~~ matching funds per month toward each employee's deferred compensation contribution.

Section 7.13 – Gift of Accruals. Employees shall be entitled to gift accruals to another employee within the Management and Confidential Employees bargaining group for a catastrophic event. The Authority reserves the right to establish policies to determine qualifying events and establish limitations on the number of hours that may be transferred by employees.

ARTICLE 8 -- FRINGE BENEFITS

Section 8.1 – Insurance Benefits Program. Each full-time employee is eligible to participate in the Authority's selected group insurance benefits program on the following bases:

Section 8.2 - Medical-Dental Plans. Full-time employees and their dependents shall be eligible for coverage in the medical and dental plans under the terms and conditions of the contract executed between the Authority and the insurance providers selected by the Authority.

Section 8.3 - Contribution Amount. ~~Effective July 1, 2021, the Authority's contribution toward~~

~~employee's medical and dental insurance premiums shall increase to \$1,350 per month.~~
Effective ~~September 1, 2022~~ July 1, 2025, the Authority shall, under a Cafeteria, Flexible or Optional Benefit Plan, contribute \$1,600-800 per month toward employees' medical and dental insurance premiums. This amount includes the Authority's contribution towards health insurance plan premium for each employee, which is the mandatory employer contribution required under California Government Code Section 22892(b) of the Public Employees' Medical and Hospital Care Act (PEMHCA).

Section 8.4 - IRS Section 125 Cafeteria Plan. Should the Authority's contribution exceed the cost of the medical and dental insurance premiums, or should employee voluntarily elect not to participate pursuant to Section 8.5, below, employee shall not receive any cash back.

Section 8.5 - Medical Plan Waiver. Should employee voluntarily elect not to participate in the Authority's medical insurance, the employee must provide proof of medical insurance coverage under a spouse's or another medical insurance plan.

Section 8.6 - Medical-Dental Insurance Coverage When Employee is on Unpaid Status. The Authority shall pay for thirty (30) days from the date the employee is on leave without pay. If an employee is out longer than thirty (30) days in unpaid status, he/she will be provided with a COBRA notice and permitted to continue receiving Authority provided medical/dental insurance coverage at the employee's own expense as provided per COBRA. Failure to pay the COBRA premium will result in the loss of insurance coverage until such time the employee returns on paid status.

Section 8.7 - Medical-Dental Insurance Coverage. When Employee is on approved leave pursuant to the Family Medical Leave Act (FMLA), Authority shall provide up to twelve (12) work weeks of paid coverage for medical and dental insurance in accordance with the FMLA guidelines. The Authority will comply with all applicable laws regarding protected leave and the provision of medical insurance benefits.

Section 8.8 - Retirees' Medical. The Authority shall continue to contribute the minimum amount for medical insurance premium as required under Section 22892(b) of the PEMHCA for employees who retire from the Authority. In addition, each employee with a minimum of 10 years of service with the Authority who retires from the Authority shall receive the following additional amounts, from the date of retirement until age 65:

- (a) \$40 for each year of service with the Authority; or,
- (b) Employees who retire before July 1, 2019, shall receive nine hundred and sixty dollars (\$960.00) per month, as long as the Authority remains in PEMHCA. If the Authority elects to not remain in PEMHCA, employees who retire from the Authority before July 1, 2019, shall receive the retiree medical benefits specified in the preceding paragraph above herein (paragraph (a)), depending upon their years of service

These additional amounts shall be used for employee-only medical premiums, and any excess amount will not be provided to the employee.

The Authority currently contracts with the California Public Employees Retirement System (CalPERS) for employee group insurance health benefits. If the Authority should terminate its

contract with CalPERS, all employees hired prior to 1986 who are ineligible to participate in Medicare and retire from a classification covered by this memorandum of understanding, are receiving retirement benefits from CalPERS and have a minimum of twenty (20) years of full-time employment, shall be entitled to enroll in an Authority-selected health benefit plan. The benefits provided in the health plan selected by the Authority shall equal or exceed the benefits the employee would have received had he/she been eligible to participate in Medicare. The Authority agrees to pay the cost of coverage for the plan in which the employee is enrolled. If the employee resides outside the State of California at the time of eligibility, the Authority agrees to pay the employee the cash equivalent of the cost of coverage for the plan in which the employee would have been enrolled had he/she lived in California. This benefit commences upon the employee reaching the age of 65, at which time he/she would have otherwise been eligible to participate in Medicare. The benefit shall cease if and when the employee becomes eligible to participate in Medicare or equivalent Government health benefit program.

Section 8.9 - Life Insurance Plan. All full-time employees shall receive a life insurance policy covering the employee in the amount of \$100,000. Authority shall pay the premium. Retired employees shall be allowed to continue this benefit at the employee's expense at the Authority's rate.

Section 8.10 - Vision Plan. Full-time employees and their dependents shall be eligible for coverage in the vision plan under the terms and conditions of the contract executed between Authority and the insuring agency. Authority shall pay one hundred percent of the premium charged.

Section 8.11 - Time of Payments. Authority shall pay its portion of medical, dental, life insurance, and vision plan premiums for a period not to exceed 30 days after the expiration of paid leave entitlements.

Section 8.12 – Flexible Spending Account (FSA). The Authority will provide the additional benefit of a flexible spending account and shall make an annual contribution of \$500 to each employee's FSA-account.

ARTICLE 9 -- PROBATIONARY EMPLOYEES, LIMITED RIGHT TO GRIEVE

Section 9.1 -- Rights. A probationary employee may grieve only a disciplinary action administered without just cause. Termination or reduction of a probationary employee for failure to acquire the skills necessary to perform the job shall not be considered a disciplinary action.

ARTICLE 10 -- DEMOTION

Section 10.1 -- Pay. When a promoted employee is subsequently demoted, whether voluntarily or not, from a position in one pay grade to a position in a lower pay grade, the rate of pay after demotion shall be the same as the rate of pay the employee received immediately before promotion, plus any cost-of-living increase awarded all employees during the interim. Should this action require assigning the demoted employee to a pay step higher than the highest step on the appropriate pay scale, the employee shall be Y-rated after assignment.

Section 10.2 -- Seniority. When a probationary promoted employee is subsequently demoted,

whether voluntarily or not, from a position in one pay grade to a position in a lower pay grade, the seniority date of the employee after demotion shall be the same as it was before promotion. Demotion of a permanent employee shall require issuance of a new seniority date equal to the date of the demotion.

ARTICLE 11 -- VOLUNTARY TERMINATION OF EMPLOYMENT

Section 11.1 -- Notice. Each employee agrees to provide 15 days minimum written notice of intent to terminate employment. Insufficient notice may be grounds for a finding of "ineligible for rehire", as may be excessive absence during the period of notice.

Section 11.2 -- Return of Property. Return of all serviceable Authority property and payment for missing or unserviceable items is required before preparation of the final paycheck.

ARTICLE 12 -- COMPENSATION

All compensation shall be as indicated below:

- ~~26.50~~% increase effective ~~September 1, 2022~~first full pay period that includes July 1, 2025
- ~~3.505~~% increase effective July 1, ~~2023~~2026
- ~~2.555~~% increase effective July 1, ~~2024~~2027

ARTICLE 13 -- APPOINTMENT AND ADVANCEMENT

Section 13.1 – Appointments. The Executive Director may make appointments within the prescribed salary range for any position.

Section 13.2 – Merit Step Advancement. Every employee shall receive step advancements within the 5-step range in the following manner:

1. Upon successful completion of one year of service in a classification, an employee shall be eligible for a salary step increase to the next step (on the first day of the pay period that begins after one year of service has been completed) and each year annually thereafter, provided he/she has received an evaluation with an overall rating of at least satisfactory.
2. All merit increases are recommended by the employee's supervisor and approved by the Executive Director. Movement between Step B and C, Step C and D, and Step D and E are in one-year increments. ~~Effective September 1, 2022, employees who have been in the Management Confidential group for minimum of 6 years are eligible to move to Step F of the salary schedule. Effective July 1, 2024, employees who have been at Step F for one year and have been in the Management Confidential Group for a minimum of 7 years are eligible to move to Step G of the salary schedule.~~

Section 13.3 – Special Merit Advancement. The Executive Director may authorize the advancement of an employee to any step from B through E for that employee's current position, upon written recommendation of the employee's supervisor. Such salary increases shall be effective on the first day of the pay period following the approval by the Executive Director. A special

merit advancement shall affect the annual date that an employee is eligible for salary step increases, causing it to change to the effective date of the special merit advancement.

APPENDIX A

ACCOUNTANT

Salary Schedule	FY 22-23		FY 23-24		FY 24-25	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Step A	\$7,179.97	\$41.4229	\$7,431.27	\$42.8727	\$7,620.77	\$43.9660
Step B	\$7,528.20	\$43.4320	\$7,791.69	\$44.9524	\$7,990.38	\$46.0983
Step C	\$7,893.32	\$45.5384	\$8,169.59	\$47.1322	\$8,377.91	\$48.3341
Step D	\$8,276.15	\$47.7470	\$8,565.81	\$49.4181	\$8,784.24	\$50.6783
Step E	\$8,677.54	\$50.0627	\$8,981.25	\$51.8149	\$9,210.27	\$53.1362
Step F*	\$8,894.47	\$51.3143	\$9,205.78	\$53.1103	\$9,440.53	\$54.4646
Step G**	\$9,116.84	\$52.5971	\$9,435.93	\$54.4380	\$9,676.54	\$55.8262

ADMINISTRATIVE SERVICES MANAGER

Salary Schedule	FY 22-23		FY 23-24		FY 24-25	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Step A	\$10,868.52	\$62.7030	\$11,248.91	\$64.8976	\$11,535.76	\$66.5525
Step B	\$11,395.64	\$65.7441	\$11,794.49	\$68.0451	\$12,095.25	\$69.7803
Step C	\$11,948.32	\$68.9326	\$12,366.51	\$71.3453	\$12,681.86	\$73.1646
Step D	\$12,527.82	\$72.2759	\$12,966.29	\$74.8055	\$13,296.93	\$76.7131
Step E	\$13,135.42	\$75.7812	\$13,595.16	\$78.4336	\$13,941.83	\$80.4336
Step F*	\$13,463.81	\$77.6758	\$13,935.04	\$80.3945	\$14,290.38	\$82.4445
Step G**	\$13,800.40	\$79.6177	\$14,283.42	\$82.4043	\$14,647.64	\$84.5056

EXECUTIVE ASSISTANT

Salary Schedule	FY 22-23		FY 23-24		FY 24-25	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Step A	\$7,706.08	\$44.4582	\$7,975.80	\$46.0142	\$8,179.18	\$47.1876
Step B	\$8,079.83	\$46.6144	\$8,362.62	\$48.2459	\$8,575.87	\$49.4762
Step C	\$8,471.70	\$48.8752	\$8,768.24	\$50.5858	\$8,991.80	\$51.8757
Step D	\$8,882.58	\$51.2456	\$9,193.47	\$53.0392	\$9,427.90	\$54.3917
Step E	\$9,313.39	\$53.7314	\$9,639.35	\$55.6117	\$9,885.16	\$57.0298
Step F*	\$9,546.22	\$55.0743	\$9,880.33	\$57.0019	\$10,132.28	\$58.4555
Step G**	\$9,784.87	\$56.4512	\$10,127.34	\$58.4270	\$10,385.59	\$59.9169

FINANCE & PERFORMANCE AUDIT MANAGER

Salary Schedule	FY 22-23		FY 23-24		FY 24-25	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Step A	\$11,140.97	\$64.2748	\$11,530.90	\$66.5245	\$11,824.94	\$68.2208
Step B	\$11,681.34	\$67.3922	\$12,090.16	\$69.7509	\$12,398.45	\$71.5295
Step C	\$12,247.85	\$70.6607	\$12,676.52	\$73.1338	\$12,999.77	\$74.9987
Step D	\$12,841.88	\$74.0877	\$13,291.34	\$76.6808	\$13,630.27	\$78.6362
Step E	\$13,464.71	\$77.6810	\$13,935.97	\$80.3998	\$14,291.34	\$82.4500
Step F*	\$13,801.32	\$79.6230	\$14,284.37	\$82.4098	\$14,648.62	\$84.5113
Step G**	\$14,146.35	\$81.6136	\$14,641.48	\$84.4701	\$15,014.83	\$86.6240

OPERATIONS MANAGER

Salary Schedule	FY 22-23		FY 23-24		FY 24-25	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Step A	\$11,359.59	\$65.5364	\$11,757.18	\$67.8299	\$12,056.99	\$69.5595
Step B	\$11,927.56	\$68.8128	\$12,345.02	\$71.2213	\$12,659.82	\$73.0374
Step C	\$12,523.93	\$72.2535	\$12,962.27	\$74.7823	\$13,292.84	\$76.6893
Step D	\$13,150.14	\$75.8662	\$13,610.39	\$78.5215	\$13,957.45	\$80.5238
Step E	\$13,807.64	\$79.6595	\$14,290.91	\$82.4476	\$14,655.33	\$84.5500
Step F*	\$14,152.83	\$81.6510	\$14,648.18	\$84.5087	\$15,021.71	\$86.6637
Step G**	\$14,506.65	\$83.6922	\$15,014.39	\$86.6215	\$15,397.25	\$88.8303

*Eligible after 6 years of service in the Management and Confidential Employees group, 2.5% above Step E.

** Eligible after 7 years of service in the Management and Confidential Employees group, 2.5% above Step F.

APPENDIX A

ACCOUNTANT

<u>Salary Schedule</u>	<u>FY 25-26</u>		<u>FY 26-27</u>		<u>FY 27-28</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
<u>Step A</u>	<u>\$8,078.02</u>	<u>\$46.6039</u>	<u>\$8,481.92</u>	<u>\$48.9341</u>	<u>\$8,906.01</u>	<u>\$51.3808</u>
<u>Step B</u>	<u>\$8,469.80</u>	<u>\$48.8642</u>	<u>\$8,893.29</u>	<u>\$51.3075</u>	<u>\$9,337.96</u>	<u>\$53.8728</u>
<u>Step C</u>	<u>\$8,880.58</u>	<u>\$51.2341</u>	<u>\$9,324.61</u>	<u>\$53.7958</u>	<u>\$9,790.84</u>	<u>\$56.4856</u>
<u>Step D</u>	<u>\$9,311.29</u>	<u>\$53.7190</u>	<u>\$9,776.86</u>	<u>\$56.4050</u>	<u>\$10,265.70</u>	<u>\$59.2252</u>
<u>Step E</u>	<u>\$9,762.89</u>	<u>\$56.3243</u>	<u>\$10,251.03</u>	<u>\$59.1406</u>	<u>\$10,763.58</u>	<u>\$62.0976</u>
<u>Step F*</u>	<u>\$10,006.96</u>	<u>\$57.7325</u>	<u>\$10,507.31</u>	<u>\$60.6191</u>	<u>\$11,032.68</u>	<u>\$63.6501</u>
<u>Step G**</u>	<u>\$10,257.13</u>	<u>\$59.1758</u>	<u>\$10,769.99</u>	<u>\$62.1346</u>	<u>\$11,308.49</u>	<u>\$65.2413</u>

ADMINISTRATIVE SERVICES MANAGER

<u>Salary Schedule</u>	<u>FY 25-26</u>		<u>FY 26-27</u>		<u>FY 27-28</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
<u>Step A</u>	<u>\$12,227.91</u>	<u>\$70.5456</u>	<u>\$12,839.30</u>	<u>\$74.0729</u>	<u>\$13,481.27</u>	<u>\$77.7765</u>
<u>Step B</u>	<u>\$12,820.97</u>	<u>\$73.9671</u>	<u>\$13,462.01</u>	<u>\$77.6655</u>	<u>\$14,135.11</u>	<u>\$81.5487</u>
<u>Step C</u>	<u>\$13,442.77</u>	<u>\$77.5545</u>	<u>\$14,114.91</u>	<u>\$81.4322</u>	<u>\$14,820.66</u>	<u>\$85.5038</u>
<u>Step D</u>	<u>\$14,094.75</u>	<u>\$81.3158</u>	<u>\$14,799.48</u>	<u>\$85.3816</u>	<u>\$15,539.46</u>	<u>\$89.6507</u>
<u>Step E</u>	<u>\$14,778.34</u>	<u>\$85.2597</u>	<u>\$15,517.26</u>	<u>\$89.5226</u>	<u>\$16,293.12</u>	<u>\$93.9988</u>
<u>Step F*</u>	<u>\$15,147.80</u>	<u>\$87.3912</u>	<u>\$15,905.19</u>	<u>\$91.7607</u>	<u>\$16,700.45</u>	<u>\$96.3488</u>
<u>Step G**</u>	<u>\$15,526.50</u>	<u>\$89.5760</u>	<u>\$16,302.82</u>	<u>\$94.0547</u>	<u>\$17,117.96</u>	<u>\$98.7575</u>

EXECUTIVE ASSISTANT

<u>Salary Schedule</u>	<u>FY 25-26</u>		<u>FY 26-27</u>		<u>FY 27-28</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
<u>Step A</u>	<u>\$8,669.93</u>	<u>\$50.0188</u>	<u>\$9,103.43</u>	<u>\$52.5198</u>	<u>\$9,558.60</u>	<u>\$55.1458</u>
<u>Step B</u>	<u>\$9,090.42</u>	<u>\$52.4447</u>	<u>\$9,544.94</u>	<u>\$55.0670</u>	<u>\$10,022.19</u>	<u>\$57.8203</u>
<u>Step C</u>	<u>\$9,531.31</u>	<u>\$54.9883</u>	<u>\$10,007.87</u>	<u>\$57.7377</u>	<u>\$10,508.27</u>	<u>\$60.6246</u>
<u>Step D</u>	<u>\$9,993.57</u>	<u>\$57.6552</u>	<u>\$10,493.25</u>	<u>\$60.5380</u>	<u>\$11,017.92</u>	<u>\$63.5649</u>
<u>Step E</u>	<u>\$10,478.27</u>	<u>\$60.4516</u>	<u>\$11,002.18</u>	<u>\$63.4741</u>	<u>\$11,552.29</u>	<u>\$66.6478</u>

<u>Step F*</u>	<u>\$10,740.22</u>	<u>\$61.9628</u>	<u>\$11,277.23</u>	<u>\$65.0609</u>	<u>\$11,841.09</u>	<u>\$68.3140</u>
<u>Step G**</u>	<u>\$11,008.73</u>	<u>\$63.5119</u>	<u>\$11,559.16</u>	<u>\$66.6875</u>	<u>\$12,137.12</u>	<u>\$70.0218</u>

FINANCE & PERFORMANCE AUDIT MANAGER

<u>Salary Schedule</u>	<u>FY 25-26</u>		<u>FY 26-27</u>		<u>FY 27-28</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
<u>Step A</u>	<u>\$12,534.44</u>	<u>\$72.3141</u>	<u>\$13,161.16</u>	<u>\$75.9298</u>	<u>\$13,819.22</u>	<u>\$79.7262</u>
<u>Step B</u>	<u>\$13,142.36</u>	<u>\$75.8213</u>	<u>\$13,799.47</u>	<u>\$79.6124</u>	<u>\$14,489.45</u>	<u>\$83.5930</u>
<u>Step C</u>	<u>\$13,779.76</u>	<u>\$79.4986</u>	<u>\$14,468.74</u>	<u>\$83.4735</u>	<u>\$15,192.18</u>	<u>\$87.6472</u>
<u>Step D</u>	<u>\$14,448.09</u>	<u>\$83.3543</u>	<u>\$15,170.49</u>	<u>\$87.5221</u>	<u>\$15,929.02</u>	<u>\$91.8982</u>
<u>Step E</u>	<u>\$15,148.82</u>	<u>\$87.3970</u>	<u>\$15,906.26</u>	<u>\$91.7669</u>	<u>\$16,701.57</u>	<u>\$96.3552</u>
<u>Step F*</u>	<u>\$15,527.54</u>	<u>\$89.5819</u>	<u>\$16,303.91</u>	<u>\$94.0610</u>	<u>\$17,119.11</u>	<u>\$98.7641</u>
<u>Step G**</u>	<u>\$15,915.72</u>	<u>\$91.8215</u>	<u>\$16,711.51</u>	<u>\$96.4125</u>	<u>\$17,547.08</u>	<u>\$101.2332</u>

OPERATIONS MANAGER

<u>Salary Schedule</u>	<u>FY 25-26</u>		<u>FY 26-27</u>		<u>FY 27-28</u>	
	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>	<u>Monthly</u>	<u>Hourly</u>
<u>Step A</u>	<u>\$12,780.41</u>	<u>\$73.7331</u>	<u>\$13,419.43</u>	<u>\$77.4198</u>	<u>\$14,090.40</u>	<u>\$81.2908</u>
<u>Step B</u>	<u>\$13,419.41</u>	<u>\$77.4197</u>	<u>\$14,090.38</u>	<u>\$81.2907</u>	<u>\$14,794.90</u>	<u>\$85.3552</u>
<u>Step C</u>	<u>\$14,090.38</u>	<u>\$81.2906</u>	<u>\$14,794.90</u>	<u>\$85.3552</u>	<u>\$15,534.64</u>	<u>\$89.6229</u>
<u>Step D</u>	<u>\$14,794.90</u>	<u>\$85.3552</u>	<u>\$15,534.64</u>	<u>\$89.6229</u>	<u>\$16,311.37</u>	<u>\$94.1041</u>
<u>Step E</u>	<u>\$15,534.65</u>	<u>\$89.6230</u>	<u>\$16,311.38</u>	<u>\$94.1041</u>	<u>\$17,126.95</u>	<u>\$98.8093</u>
<u>Step F*</u>	<u>\$15,923.01</u>	<u>\$91.8635</u>	<u>\$16,719.16</u>	<u>\$96.4567</u>	<u>\$17,555.12</u>	<u>\$101.2795</u>
<u>Step G**</u>	<u>\$16,321.09</u>	<u>\$94.1601</u>	<u>\$17,137.14</u>	<u>\$98.8681</u>	<u>\$17,994.00</u>	<u>\$103.8115</u>

*Eligible after 6 years of service in the group.

** Eligible after 7 years of service in the group.

APPENDIX S

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on the date shown beneath each signature.

On behalf of the SOUTH BAY
REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY

On behalf of MANAGEMENT and
CONFIDENTIAL EMPLOYEES

~~M. Ross Klun~~ John Krok
Executive Director

Shannon Kauffman
Operations Manager
Negotiator

DATE: _____

DATE: _____

Vontray Norris
Chairman
Executive Committee

~~John Krok~~
~~Administrative Services Manager~~
~~Negotiator~~

DATE: _____

~~DATE: _____~~

K-1

Attachment 2

MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH BAY REGIONAL
PUBLIC COMMUNICATIONS AUTHORITY
AND MANAGEMENT AND CONFIDENTIAL EMPLOYEES

JULY 1, 2025 through JUNE 30, 2028

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PREAMBLE

THIS AGREEMENT is made and entered into by and between the SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ("Authority") and MANAGEMENT AND CONFIDENTIAL EMPLOYEES ("Employees") employed under the following job classifications:

Accountant
Administrative Services Manager
Executive Assistant
Finance & Performance Audit Manager
Operations Manager

It is binding upon Authority only upon approval of the Executive Committee and shall apply from July 1, 2025 through June 30, 2028.

ARTICLE 1 -- CONCLUSIVENESS OF AGREEMENT

Section 1.1 -- Agreement Conclusive. This Agreement contains all of the promises and agreements of the parties. Therefore, for the life of this Agreement neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether that issue was raised at a meet and confer session preceding this Agreement or not, unless the parties agree to bargain about it. There are three sub-groups of employees, which are defined as: Group A employees are employees with a hire date prior to October 25, 2011; Group B employees with a hire date after October 25, 2011; and Group C employees with a hire date on or after September 1, 2022.

ARTICLE 2 -- MANAGEMENT RIGHTS

Section 2.1 -- Management Rights. Authority retains all rights not specifically delegated by this Agreement, including but not limited to the exclusive right to determine the mission of its constituent sections; set employment and promotion; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; contract out work; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The determination of whether or not an emergency exists is solely within the discretion of Authority and is expressly excluded from the grievance procedure.

ARTICLE 3 -- NO STRIKE, NO LOCKOUT

Section 3.1 -- Work Interruption. During the life of this Agreement, Employees will not cause, authorize, advise or encourage any interruption of work or any other concerted action. The term "interruption of work" shall include any work stoppage or strike (including economic and unfair labor practices) or any picketing or boycott activities by employees, and refusal to work on and handle equipment or produce any materials or services because of a labor dispute.

Section 3.2 -- Lockout. Authority will not lock out any employee.

Section 3.3 -- Discipline. Any employee engaging in any action prohibited by this article shall be subject to immediate discharge or such other discipline as Authority may assess. Such discharge or discipline shall not be reviewable through any grievance procedure.

ARTICLE 4 -- SAVINGS PROVISION

Section 4.1 -- Separability. Should any provision of this Agreement be declared illegal or invalid by decision of a Court of Law or any administrative agency, all other provisions of this Agreement shall nevertheless remain valid, subsisting, and in full force and effect. In the event of any such invalidation, the parties agree to meet and to attempt to negotiate substitute provisions for the provisions declared illegal or invalid.

ARTICLE 5 -- HARASSMENT AND DISCRIMINATION

Section 5.1 -- No Discrimination. Employees and Authority agree not to discriminate against any employee or applicant because of age, sex, gender, gender identity, gender expression, race, national origin, sexual orientation, disability, medical condition, reproductive health decision making, genetic information, marital status, military or veteran status, and/or religion.

Article 5.2 -- No Harassment. Authority expects and requires all employees to treat one another with dignity and respect. The Authority has zero tolerance of harassment of fellow employees regardless of whether or not the conduct rises to the level of a violation of law. No employment decision may be made based upon an employee's submission to or rejection of such conduct. Any employee who believes that he or she is the victim of such harassment, based on any protected classification, including but not limited to sexual, racial, ethnic or religious, is required to immediately report the conduct to a supervisor, manager or Executive Director. Any employee who engages in such conduct is subject to disciplinary action, up to and including immediate discharge.

ARTICLE 6 -- ATTENDANCE AND LEAVES

Section 6.1 -- Bereavement Leave (Death in Immediate Family). In the event of death of a member of the employee's immediate family, up to five days of bereavement leave may be granted to such employee, with the approval of the Executive Director. Up to three days of bereavement leave will be compensated at the base rate of pay.

Immediate family is construed to mean the father, mother, husband, wife, domestic partner, brother, sister, child, step-child, mother-in-law, father-in-law, legal guardian, foster child or foster parent, or any of either of them. Grandparent or grandchild is also considered immediate family. A maximum of five days, including up to three days of paid bereavement leave, may be granted for such leave; employees may use existing accruals or take unpaid time off for the remaining two days of bereavement leave. Absence under this section is not chargeable to sick leave.

Section 6.2 -- Compensatory Time Off. Compensatory time off may be granted by the Executive Director as an alternate method of compensation for overtime work for FLSA non-exempt employees. The rate of compensatory time shall be as required by law. No employee shall accrue

more than one hundred sixty (160) hours of such compensatory time. Should any employee exceed one hundred sixty (160) hours of accrued compensatory time, she/she shall receive pay in lieu thereof.

Section 6.3 -- Holidays.

(a) Offices Closed. Authority administrative offices shall be closed on the following 11 holidays: New Year's Day; Martin Luther King, Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day; day after Thanksgiving; Christmas Eve; and Christmas Day. If one of the holidays falls upon a Sunday, the Monday following shall be observed as the holiday. If one of the holidays falls on a Saturday, the Friday preceding shall be observed as the holiday.

If a holiday falls on a day which is an off day for employees working the 9/80 or 4/10 work schedules, the employee shall receive a floating holiday in lieu of the holiday. Floating holidays may be taken at each employee's discretion, subject to approval of the Executive Director. Generally, these floating holidays may be used after the holiday has occurred unless the employee requests to use the floating day contiguous to the actual holiday. If an employee does not use his/her floating holidays earned within the calendar year in which the employee has received it, he/she will not earn an additional floating holiday in the next calendar year (with the exception of those floating holidays which are earned in November or December, in which case the employee will be able to use the floating holiday from that year for the first two months of the following year).

Section 6.4 -- Hours of Work. All administrative offices of Authority shall be kept open for business on all days of the year, except Saturdays, Sundays and designated holidays, from 8:00 A.M. to 5:00 P.M. Employees shall be required to work a minimum of eight hours per day, but may work "4/10" or "9/80" plans according to schedules approved by the Executive Director.

(a) Work Week. An employee's work week is a fixed and regularly recurring period of one hundred sixty-eight (168) hours, seven (7) consecutive twenty-four (24) hour periods. A work week need not coincide with the calendar week but may begin on any day and at any hour of the day. Work week(s) shall be designated by the Authority.

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

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

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

leave, holiday leave, bereavement leave, injury leave, military leave, compensatory leave, jury duty or any other leave of absence.

Section 6.5 -- Injury Leave. Each employee, regardless of category of employment, is authorized injury leave when the employee suffers an illness or injury while on duty or arising in and out of the course of employment. In such cases, the employee is eligible to receive compensation as provided for in the State Workers' Compensation Act. At no time may an employee use accumulated sick leave for an injury or illness which is compensable under the provisions of the Workers' Compensation Act of the State of California.

Section 6.6 -- Jury Duty Leave. Any full-time employee of the Authority who is duly summoned for jury duty during the time regularly required for the employee's office or employment, and who submits a copy of the jury duty summons to the Authority, shall be entitled, while actually serving, to the employee's regular base salary up to a maximum of fifteen (15) calendar days, provided the employee deposits with the Authority all fees received for service. No overtime payment to the affected juror shall result from jury duty. Court-paid mileage fees may be retained by the individual. If an employee, while serving on jury duty, is temporarily released from actual service for twenty-five percent (25%) of their scheduled day or more, said employee shall report to the Authority for work during such period of temporary release. Employee will not be compensated for jury service on the employee's regularly scheduled day off.

Section 6.7 -- Unpaid Leaves of Absence. An unpaid, non-medical leave of absence not to exceed 90 calendar days may be requested by an employee. Decisions whether to grant such a leave will be made by the Executive Director in his/her discretion and based on operational needs of the Authority. The decision of the Executive Director is final.

The maximum length of an unpaid leave of absence shall be based on the employee's length of continuous service with the Authority.

Less than one year	10 calendar days maximum
One year to less than three years	30 calendar days maximum
Three years to less than five years	60 calendar days maximum
Five years or more	90 calendar days maximum

Request Procedures

Only one unpaid, non-medical leave of absence may be granted to an employee in a calendar year. Except in case of emergency, a written and fully documented request for leave of absence should be received by the Executive Director at least 30 calendar days prior to the effective date of the leave. In all cases, employee must exhaust all appropriate accrued leave balances before requesting an unpaid leave of absence. Unpaid leaves of absence are not to be used to circumvent the vacation and holiday scheduling process.

Upon receipt of a request for an unpaid leave of absence, the Executive Director will either approve or deny the request and notify the employee of this determination in writing. This notice will also include the start and end dates of the unpaid leave of absence and the date which the employee is expected to return to work.

Benefits

Sick leave, holidays and vacation leave do not accrue during an unpaid leave of absence. Seniority,

time in service, performance evaluation scheduling, and eligibility for merit increases are affected by an unpaid leave of absence. Authority shall pay its portion of medical, dental, life insurance, and vision plan premiums for a period not to exceed 30 days after the beginning of the unpaid leave of absence. General wage increases granted to other employees during the unpaid leave of absence will not be implemented until the employee actually returns to work.

Extension of Leave

Employees may request extension of their unpaid leave of absence, provided that the extension does not result in the leave exceeding the maximum time allowed for their years of service. Such requests should be in writing and received by the Executive Director at least two weeks in advance of the expiration of the unpaid leave of absence. Extension of the unpaid leave of absence must be approved by the Executive Director. The decision of the Executive Director is final.

Cancellation of Leave

An employee may request cancellation of an approved unpaid leave of absence at any time before or during said leave by submitting a written request explaining the reason for cancellation.

Violating Leave of Absence

The following constitute violations of the spirit and intent of granting an unpaid leave of absence, and shall result in automatic resignation by the employee or termination of the employee.

- (a) Employees who engage in or apply for other employment while on an unpaid leave of absence will be considered as having resigned without notice. No termination benefits will be paid by Authority.
- (b) Employees who fail to return from an unpaid leave of absence on the prescribed day, and have not obtained an extension, will be considered as having resigned without notice. No termination benefits will be paid by Authority.
- (c) Employees who obtain an approved leave of absence through fraud or misrepresentation shall be subject to discharge.

Section 6.8 -- Maternity Leave.

No less than all provisions provided for by California State and/or Federal law shall be granted to full-time employees.

Section 6.9 -- Military Leave. Military leave shall be granted to full-time employees in accordance with the provisions of California State and/or Federal law. All full-time employees entitled to military leave shall give the Executive Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken.

Section 6.10 -- Sick Leave. Each full-time employee is eligible for paid sick leave upon completion of three months of continuous service. Accrual of this leave begins with the first day of the first pay period after day of hire. Accrual for Group A and B employees is at the rate of ten hours per month; accrual for Group C employees is at the rate of eight (8) hours per month; subject to the provisions below, Group C employees who accrue sick leave each pay period shall accrue 4 hours of sick leave per pay period (except on the third payroll). An eligible employee may accrue a maximum of 500 hours of paid sick leave.

(a) General Sick Leave Policy. Sick leave is not a discretionary privilege, but is allowed only in case of necessity and actual sickness. Up to 50% of the annual accrual, may, however, be used for family illnesses requiring the physical presence of the employee (for purposes of this section, family is defined as a spouse, parents and/or children residing in the household), or for routine doctor, visual care, and dental appointments with advance supervisor's approval. All sick leave must be approved by the employee's supervisor, who will verify eligibility and leave balance with Authority's payroll records. For purposes of this Section, family is defined as spouse, a child of any age or dependency status, a parent, a parent-in-law, a registered domestic partner, a grandparent, grandchildren, a sibling, or a "designated person." An employee may designate one person per 12-month period at the time the employee requests sick leave.

No employee will accrue sick leave unless at least six days are worked during each payroll period. Approved paid sick leave, paid vacation leave, paid bereavement leave, temporary military leave of absence or absence due to work connected disability shall be considered to be time worked under this section. When an employee has used all accumulated sick leave, further absence shall be charged to any and all accrued vacation leave and compensatory time. Employees receiving state disability payments will not be required to exhaust vacation leave and compensatory time while on disability.

(b) Conditions for Eligibility for Sick Leave Compensation. To receive paid sick leave, the employee must meet the following conditions:

(1) When the employee is absent for three or more consecutive working days, a doctor's certification of illness will be furnished upon return to work. A supervisor may require an employee to furnish a doctor's certificate for lesser absences to establish proof of illness. Submittal shall be made upon return to work.

(2) Employees returning from an absence due to illness or disability may be required to be examined by Authority's physician at Authority expense.

(3) At no time will sick leave be authorized for injuries compensable under Worker's Compensation Insurance.

(c) Ineligible Employee. If an employee calls in sick and is deemed ineligible to receive sick leave compensation, he or she may be subject to progressive discipline and/or the hours unworked may be recorded as leave without pay.

(d) Checking Validity of Employee's Illness. The Authority reserves the right to periodically check the validity of an employee's illness or a family member's illness through telephone or personal contact when the Authority has reasonable suspicion that the employee is feigning illness of himself/herself or the family member.

(e) Sick Leave a Privilege. The employee, the bargaining unit, and the Authority recognize that sick leave is a privilege granted to the employee, should be viewed by the employee as insurance, and is not to be considered a means of additional

compensation or extra vacation.

Section 6.11 -- Vacation Leave. Each full-time employee is eligible for paid vacation leave upon completion of six months of continuous service. Accrual of this leave begins with the first day of the first pay period after day of hire. Upon employment termination, vacation leave is computed up to and including the last day worked. For Group A and B employees, vacation leave shall be earned in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Work Hours Per Month</u>	<u>Work Hours Per Year</u>	<u>Maximum Accumulation</u>
Less than 5	8	96	120
5 through 9	12	144	240
10 or more	16	192	336

For Group C employees, vacation leave shall be earned in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Work Hours Per Month</u>	<u>Work Hours Per Year</u>	<u>Maximum Accumulation</u>
Less than 5	6.67	80	120
5 through 9	10.00	120	240
10 or more	13.33	160	336

The Vacation Year shall be the calendar year. All accumulation limits shown above are the maximum an employee will be allowed to accumulate as of December 31 of each year, with no limit on accumulation between January 1 and December 31. If requirements of the service necessitate cancellation of scheduled vacation leave and it cannot be rescheduled and used before the end of the calendar year, a maximum of 20 hours in addition to the accrual limit may be carried over for use not later than February 1 of the following calendar year.

Use of vacation leave shall be approved by the Executive Director, noting the needs of the Authority and the necessity of having employees available for the effective functioning of the Authority.

No employees will accrue vacation leave unless at least six days are worked during each payroll period. Approved paid sick leave, paid vacation leave, paid bereavement leave, temporary military leave for active duty, or absence due to work-connected disability, shall be considered to be time worked under this section.

Section 6.12 – Administrative Leave. Administrative Leave shall be granted to FLSA exempt employees in recognition of work performed above normal work hours and the nature of the work performance and expectations placed upon employees.

Use of Administrative Leave shall be approved by the Executive Director, noting the needs of the Authority and the necessity of having employees available for the effective functioning of the Authority.

Each FLSA exempt employee is eligible for Administrative Leave upon completion of twelve months in a management position. An award of 48 hours each calendar year will be provided to each FLSA exempt employee and may be used at the employee's discretion, subject to the approval of the Executive Director. Upon termination, employees will be paid for unused, accrued Administrative

Leave.

Administrative Leave as provided herein is non-cumulative between calendar years. If, at the end of the year an employee has not exhausted all of his/her Administrative Leave, for the following calendar year he/she will only accrue that amount of Administrative Leave which (when added to the carried over Administrative Leave from the prior calendar year) will result in the employee accruing a total of 48 hours of Administrative Leave.

ARTICLE 7 -- SPECIAL PAY

Section 7.1 -- Acting Pay. Employees assigned by the Executive Director to a higher position in an acting status during the absence of an incumbent or to fill a vacancy until the vacancy can be filled by appointment shall receive an additional rate of ten percent (10%) above their regular base salary.

Eligibility for compensation shall begin only when the incumbent of the higher position certifies the ability of the employee to fill the higher position.

Section 7.2 -- Payment for Unused Sick Leave (Optional). Each full-time employee may voluntarily convert, for cash, a limited number of hours of sick leave twice each year; the last pay period in May and the last pay period in October. In order to convert, for cash, unused sick leave, an employee must make an irrevocable election (i.e., pre-designation) specifying the total number of hours to be cashed-out from next year's Sick Leave accrual. During the calendar year following the pre-designation, an employee may convert for cash from the pre-designated amount in the last pay period in May. If no cash-out occurs in May and/or any remaining balance of the pre-designated amount exists, it will be cashed out in the last pay period in October. The first irrevocable election will be made in December 2025.

The dollar value of the hours converted will be determined by the completed years of service shown below. Payment will be calculated as a percentage of the employee's base rate of pay; a separate check may be issued for this amount.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted</u>	<u>Conversion Rate</u>
Less than 2	100	100% of base rate of pay
2 or more	120	100% of base rate of pay

Section 7.3 -- Payment for Unused Vacation Leave (Optional). Each full-time employee may voluntarily convert, for cash, a limited number of hours of vacation leave twice each year; the last pay period in May and the last pay period in October. In order to convert, for cash, unused vacation leave, an employee must make an irrevocable election (i.e., pre-designation) specifying the total number of hours to be cashed-out from next year's Vacation Leave accrual. During the calendar year following the pre-designation, an employee may convert for cash from the pre-designated amount in the last pay period in May. If no cash-out occurs in May and/or any remaining balance of the pre-designated amount exists, it will be cashed out in the last pay period in October. The first irrevocable election will be made in December 2025.

The dollar value of the hours converted will be determined by the completed years of service as shown below. Payment will be calculated as a percentage of the employee's base rate of pay; a

separate check may be issued for this amount.

<u>Completed Years of Service</u>	<u>Maximum Hours That May be Converted</u>	<u>Conversion Rate</u>
Less than 2	60	100% of base rate of pay
2 or more	100	100% of base rate of pay

Section 7.4 -- Court Pay. Payment shall be made to any Authority employee who, when in an off-duty status, is required by a subpoena of an officer of the Court, or competent authority, to appear in court and/or provide testimony in matters on behalf of the Authority or its member agencies that relate to performance of duties as an Authority employee at the prescribed overtime or compensatory time rate for all hours such employee must remain at the Court. Employees who receive Court pay shall retain any witness fees they receive as a result of the subpoena. Court-paid mileage fees may be retained by the individual.

Section 7.5 -- Overtime Work. Overtime will be paid to FLSA non-exempt employees as required by the FLSA for actual work hours in excess of forty (40) hours in the defined FLSA workweek. No leave hours shall count as hours worked and hours worked in excess of scheduled hours in a day or shift shall not trigger overtime. Only hours actually worked in excess of forty (40) hours in the defined FLSA workweek shall entitle an employee to receive overtime compensation.

Any other provision of this agreement, notwithstanding any dispute or question of fact as to what time or times are normally required for the employment of any person, shall be decided by the Executive Director. The decision of the Executive Director shall be final.

In case of emergency, or whenever the public interest or necessity requires, the Executive Director may require any employee to perform overtime work. No employee shall be required to perform overtime work, except in accordance with approved policies and upon the approval of the Executive Director. Overtime shall not be paid in those cases where an employee is called back from paid leave. In this case, the employee shall be deemed to have returned to regular work status, be paid regular salary, and not be charged for paid leave for those hours actually worked.

Section 7.6 -- Retirement. Authority has a contract with the California Public Employees' Retirement System (CalPERS) for coverage under the basic plan for non-safety employees without modifications. All full-time employees who work more than half time (more than an average of eighty-seven (87) hours per month or more than a total of five hundred twenty-two [522] hours in a six [6] month period) or who have qualified for retirement coverage under CalPERS by virtue of previous employment with Authority or elsewhere, are required to participate in this system. For employees hired prior to October 25, 2011, the Authority shall provide a CalPERS contract of two percent (2%) at fifty-five (55) based on the employee's single highest year.

(a) Effective July 1, 2014, Group A employees (with a hire date prior to October 25, 2011), will contribute one quarter of the employees' contribution CalPERS rate or one and three quarters percent (1.75%) of their salary, including all special pays and on July 1, 2015 will contribute an additional one quarter of the employee's contribution CalPERS rate or one and three quarters percent (1.75%) of their salary, including all special pays for a total of three-and one-half percent (3.5%).

(b) For Group B employees (with a hire date after October 25, 2011), the Authority shall provide a CalPERS contract of two percent (2%) at sixty (60), based on the employees' three (3) highest consecutive years. These employees will also contribute the full seven percent (7%) of their salary, including special pays, toward the employee's contribution.

(c) For all "new members" beginning January 1, 2013, the retirement benefit formula is 2% at 62. A "new member" is defined as follows: A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who has no prior membership in any California public retirement system; A new hire who is brought into CalPERS membership for the first time on or after January 1, 2013 and who is not eligible for reciprocity with another California public retirement system; and A member who first established CalPERS membership prior to January 1, 2013, and who is rehired by a different CalPERS employer after a break in service of greater than six months. These employees will contribute 50% of normal cost as determined by CalPERS.

Section 7.7 -- Severance Pay. Employees shall be entitled to thirty days written notice, payment of accrued sick leave (up to 80 hours), vacation leave, personal leave, compensatory time and holiday accrual time (all accumulated), and payment of one month's pay at the base rate of pay in the event that the Authority is dissolved while employee is still employed at the time the decision is made by the Board of Directors to dissolve.

Employees with six or more years of service shall be entitled to receive an additional one-month's pay at the base rate, but only in the event that the Authority is dissolved while employee is still employed at the time the decision is made by the Board of Directors to dissolve. In no event shall the amount received by employee exceed the balance of the contract period. In order to receive the additional month's pay entitlements, the employee must continue at work until the specific date of dissolution or until advised by Authority that his/her services are no longer needed.

Section 7.8 -- Termination Pay. Upon termination, the employee will be paid for accrued vacation leave (not more than the maximum accumulation listed in Section 6.11 for completed service), accrued unused floating holidays, and compensatory time earned but not taken, in accordance with the limitations established in the preceding sections. Accrued sick leave is not compensable on termination.

Section 7.9 -- Travel Allowance. Subject to the audit and approval of the Executive Director or his/her designee, employees of the Authority shall (except where a specific allowance for automobile use is made) be entitled to receive expense reimbursements for furnishing to said Authority their own personal automobiles in the performance of the duties necessarily incident to their respective offices or employment, at the Internal Revenue Service's (IRS) prevailing rate (i.e., an employee may only seek reimbursement for any miles driven in excess of their regular commute). All mileage expense reimbursement requests under this section must be rendered within thirty (30) days of incurring such expenses, and must indicate the specific purpose for which the automobile was used. The Executive Director may establish certain limits of liability on automobile insurance that must be maintained by employees and employees may be required to provide proof of insurance coverage to the Authority in order to be eligible for reimbursement.

Section 7.10 -- Longevity Pay. Each full-time employee shall receive an annual longevity payment according to the following schedule.

Anniversary	Amount Payable
5-9	\$1,500
10-14	\$2,500
15-19	\$3,500
20 +	\$4,500

Section 7.11 – Education

- (a) Educational Reimbursement. The Authority agrees to an educational (college or university courses) reimbursement of \$4,000 per year for books and tuition towards a Master's Degree, professional certificate, or certificate program, upon successful completion with a grade level of "C" or better and if job related and pre-approved by the Executive Director. The definition of "job related" shall be determined by the Executive Director, whose decision shall be final. Courses must be from an accredited college. The total lifetime reimbursement during employment at the Authority is not to exceed \$12,000. Course transcripts including course name, grade, and dates of course and receipts must be submitted no later than 30 days of course completion. Reimbursement shall be awarded in the fiscal year in which the course was completed.

Section 7.12 -- Deferred Compensation. The Authority will contribute \$150 per month toward each employee's deferred compensation account. Effective July 1, 2025, the Authority will further provide up to \$375 matching funds per month toward each employee's deferred compensation contribution.

Section 7.13 – Gift of Accruals. Employees shall be entitled to gift accruals to another employee within the Management and Confidential Employees bargaining group for a catastrophic event. The Authority reserves the right to establish policies to determine qualifying events and establish limitations on the number of hours that may be transferred by employees.

ARTICLE 8 -- FRINGE BENEFITS

Section 8.1 – Insurance Benefits Program. Each full-time employee is eligible to participate in the Authority's selected group insurance benefits program on the following bases:

Section 8.2 - Medical-Dental Plans. Full-time employees and their dependents shall be eligible for coverage in the medical and dental plans under the terms and conditions of the contract executed between the Authority and the insurance providers selected by the Authority.

Section 8.3 - Contribution Amount. Effective July 1, 2025, the Authority shall, under a Cafeteria, Flexible or Optional Benefit Plan, contribute \$1,800 per month toward employees' medical and dental insurance premiums. This amount includes the Authority's contribution towards health insurance plan premium for each employee, which is the mandatory employer contribution required under California Government Code Section 22892(b) of the Public Employees' Medical and Hospital Care Act (PEMHCA).

Section 8.4 - IRS Section 125 Cafeteria Plan. Should the Authority's contribution exceed the cost of the medical and dental insurance premiums, or should employee voluntarily elect not to participate pursuant to Section 8.5, below, employee shall not receive any cash back.

Section 8.5 - Medical Plan Waiver. Should employee voluntarily elect not to participate in the Authority's medical insurance, the employee must provide proof of medical insurance coverage under a spouse's or another medical insurance plan.

Section 8.6 - Medical-Dental Insurance Coverage When Employee is on Unpaid Status. The Authority shall pay for thirty (30) days from the date the employee is on leave without pay. If an employee is out longer than thirty (30) days in unpaid status, he/she will be provided with a COBRA notice and permitted to continue receiving Authority provided medical/dental insurance coverage at the employee's own expense as provided per COBRA. Failure to pay the COBRA premium will result in the loss of insurance coverage until such time the employee returns on paid status.

Section 8.7 - Medical-Dental Insurance Coverage. When Employee is on approved leave pursuant to the Family Medical Leave Act (FMLA), Authority shall provide up to twelve (12) work weeks of paid coverage for medical and dental insurance in accordance with the FMLA guidelines. The Authority will comply with all applicable laws regarding protected leave and the provision of medical insurance benefits.

Section 8.8 - Retirees' Medical. The Authority shall continue to contribute the minimum amount for medical insurance premium as required under Section 22892(b) of the PEMHCA for employees who retire from the Authority. In addition, each employee with a minimum of 10 years of service with the Authority who retires from the Authority shall receive the following additional amounts, from the date of retirement until age 65:

- (a) \$40 for each year of service with the Authority; or,
- (b) Employees who retire before July 1, 2019, shall receive nine hundred and sixty dollars (\$960.00) per month, as long as the Authority remains in PEMHCA. If the Authority elects to not remain in PEMHCA, employees who retire from the Authority before July 1, 2019, shall receive the retiree medical benefits specified in the preceding paragraph above herein (paragraph (a)), depending upon their years of service

These additional amounts shall be used for employee-only medical premiums, and any excess amount will not be provided to the employee.

The Authority currently contracts with the California Public Employees Retirement System (CalPERS) for employee group insurance health benefits. If the Authority should terminate its contract with CalPERS, all employees hired prior to 1986 who are ineligible to participate in Medicare and retire from a classification covered by this memorandum of understanding, are receiving retirement benefits from CalPERS and have a minimum of twenty (20) years of full-time employment, shall be entitled to enroll in an Authority-selected health benefit plan. The benefits provided in the health plan selected by the Authority shall equal or exceed the benefits the employee would have received had he/she been eligible to participate in Medicare. The Authority agrees to pay the cost of coverage for the plan in which the employee is enrolled. If the employee resides outside the State of California at the time of eligibility, the Authority agrees to pay the employee the cash equivalent of the cost of coverage for the plan in which the employee would

have been enrolled had he/she lived in California. This benefit commences upon the employee reaching the age of 65, at which time he/she would have otherwise been eligible to participate in Medicare. The benefit shall cease if and when the employee becomes eligible to participate in Medicare or equivalent Government health benefit program.

Section 8.9 - Life Insurance Plan. All full-time employees shall receive a life insurance policy covering the employee in the amount of \$100,000. Authority shall pay the premium. Retired employees shall be allowed to continue this benefit at the employee's expense at the Authority's rate.

Section 8.10 - Vision Plan. Full-time employees and their dependents shall be eligible for coverage in the vision plan under the terms and conditions of the contract executed between Authority and the insuring agency. Authority shall pay one hundred percent of the premium charged.

Section 8.11 - Time of Payments. Authority shall pay its portion of medical, dental, life insurance, and vision plan premiums for a period not to exceed 30 days after the expiration of paid leave entitlements.

Section 8.12 – Flexible Spending Account (FSA). The Authority will provide the additional benefit of a flexible spending account and shall make an annual contribution of \$500 to each employee's FSA.

ARTICLE 9 -- PROBATIONARY EMPLOYEES, LIMITED RIGHT TO GRIEVE

Section 9.1 -- Rights. A probationary employee may grieve only a disciplinary action administered without just cause. Termination or reduction of a probationary employee for failure to acquire the skills necessary to perform the job shall not be considered a disciplinary action.

ARTICLE 10 -- DEMOTION

Section 10.1 -- Pay. When a promoted employee is subsequently demoted, whether voluntarily or not, from a position in one pay grade to a position in a lower pay grade, the rate of pay after demotion shall be the same as the rate of pay the employee received immediately before promotion, plus any cost-of-living increase awarded all employees during the interim. Should this action require assigning the demoted employee to a pay step higher than the highest step on the appropriate pay scale, the employee shall be Y-rated after assignment.

Section 10.2 -- Seniority. When a probationary promoted employee is subsequently demoted, whether voluntarily or not, from a position in one pay grade to a position in a lower pay grade, the seniority date of the employee after demotion shall be the same as it was before promotion. Demotion of a permanent employee shall require issuance of a new seniority date equal to the date of the demotion.

ARTICLE 11 -- VOLUNTARY TERMINATION OF EMPLOYMENT

Section 11.1 -- Notice. Each employee agrees to provide 15 days minimum written notice of intent

to terminate employment. Insufficient notice may be grounds for a finding of "ineligible for rehire", as may be excessive absence during the period of notice.

Section 11.2 -- Return of Property. Return of all serviceable Authority property and payment for missing or unserviceable items is required before preparation of the final paycheck.

ARTICLE 12 -- COMPENSATION

All compensation shall be as indicated below:

- 6% increase effective first full pay period that includes July 1, 2025
- 5% increase effective July 1, 2026
- 5% increase effective July 1, 2027

ARTICLE 13 – APPOINTMENT AND ADVANCEMENT

Section 13.1 – Appointments. The Executive Director may make appointments within the prescribed salary range for any position.

Section 13.2 – Merit Step Advancement. Every employee shall receive step advancements within the 5-step range in the following manner:

1. Upon successful completion of one year of service in a classification, an employee shall be eligible for a salary step increase to the next step (on the first day of the pay period that begins after one year of service has been completed) and each year annually thereafter, provided he/she has received an evaluation with an overall rating of at least satisfactory.
2. All merit increases are recommended by the employee's supervisor and approved by the Executive Director. Movement between Step B and C, Step C and D, and Step D and E are in one-year increments.

Section 13.3 – Special Merit Advancement. The Executive Director may authorize the advancement of an employee to any step from B through E for that employee's current position, upon written recommendation of the employee's supervisor. Such salary increases shall be effective on the first day of the pay period following the approval by the Executive Director. A special merit advancement shall affect the annual date that an employee is eligible for salary step increases, causing it to change to the effective date of the special merit advancement.

APPENDIX A

ACCOUNTANT

Salary Schedule	FY 25-26		FY 26-27		FY 27-28	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Step A	\$8,078.02	\$46.6039	\$8,481.92	\$48.9341	\$8,906.01	\$51.3808
Step B	\$8,469.80	\$48.8642	\$8,893.29	\$51.3075	\$9,337.96	\$53.8728
Step C	\$8,880.58	\$51.2341	\$9,324.61	\$53.7958	\$9,790.84	\$56.4856
Step D	\$9,311.29	\$53.7190	\$9,776.86	\$56.4050	\$10,265.70	\$59.2252
Step E	\$9,762.89	\$56.3243	\$10,251.03	\$59.1406	\$10,763.58	\$62.0976
Step F*	\$10,006.96	\$57.7325	\$10,507.31	\$60.6191	\$11,032.68	\$63.6501
Step G**	\$10,257.13	\$59.1758	\$10,769.99	\$62.1346	\$11,308.49	\$65.2413

ADMINISTRATIVE SERVICES MANAGER

Salary Schedule	FY 25-26		FY 26-27		FY 27-28	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Step A	\$12,227.91	\$70.5456	\$12,839.30	\$74.0729	\$13,481.27	\$77.7765
Step B	\$12,820.97	\$73.9671	\$13,462.01	\$77.6655	\$14,135.11	\$81.5487
Step C	\$13,442.77	\$77.5545	\$14,114.91	\$81.4322	\$14,820.66	\$85.5038
Step D	\$14,094.75	\$81.3158	\$14,799.48	\$85.3816	\$15,539.46	\$89.6507
Step E	\$14,778.34	\$85.2597	\$15,517.26	\$89.5226	\$16,293.12	\$93.9988
Step F*	\$15,147.80	\$87.3912	\$15,905.19	\$91.7607	\$16,700.45	\$96.3488
Step G**	\$15,526.50	\$89.5760	\$16,302.82	\$94.0547	\$17,117.96	\$98.7575

EXECUTIVE ASSISTANT

Salary Schedule	FY 25-26		FY 26-27		FY 27-28	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Step A	\$8,669.93	\$50.0188	\$9,103.43	\$52.5198	\$9,558.60	\$55.1458
Step B	\$9,090.42	\$52.4447	\$9,544.94	\$55.0670	\$10,022.19	\$57.8203
Step C	\$9,531.31	\$54.9883	\$10,007.87	\$57.7377	\$10,508.27	\$60.6246
Step D	\$9,993.57	\$57.6552	\$10,493.25	\$60.5380	\$11,017.92	\$63.5649
Step E	\$10,478.27	\$60.4516	\$11,002.18	\$63.4741	\$11,552.29	\$66.6478
Step F*	\$10,740.22	\$61.9628	\$11,277.23	\$65.0609	\$11,841.09	\$68.3140
Step G**	\$11,008.73	\$63.5119	\$11,559.16	\$66.6875	\$12,137.12	\$70.0218

FINANCE & PERFORMANCE AUDIT MANAGER

Salary Schedule	FY 25-26		FY 26-27		FY 27-28	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Step A	\$12,534.44	\$72.3141	\$13,161.16	\$75.9298	\$13,819.22	\$79.7262
Step B	\$13,142.36	\$75.8213	\$13,799.47	\$79.6124	\$14,489.45	\$83.5930
Step C	\$13,779.76	\$79.4986	\$14,468.74	\$83.4735	\$15,192.18	\$87.6472
Step D	\$14,448.09	\$83.3543	\$15,170.49	\$87.5221	\$15,929.02	\$91.8982
Step E	\$15,148.82	\$87.3970	\$15,906.26	\$91.7669	\$16,701.57	\$96.3552
Step F*	\$15,527.54	\$89.5819	\$16,303.91	\$94.0610	\$17,119.11	\$98.7641
Step G**	\$15,915.72	\$91.8215	\$16,711.51	\$96.4125	\$17,547.08	\$101.2332

OPERATIONS MANAGER

Salary Schedule	FY 25-26		FY 26-27		FY 27-28	
	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly
Step A	\$12,780.41	\$73.7331	\$13,419.43	\$77.4198	\$14,090.40	\$81.2908
Step B	\$13,419.41	\$77.4197	\$14,090.38	\$81.2907	\$14,794.90	\$85.3552
Step C	\$14,090.38	\$81.2906	\$14,794.90	\$85.3552	\$15,534.64	\$89.6229
Step D	\$14,794.90	\$85.3552	\$15,534.64	\$89.6229	\$16,311.37	\$94.1041
Step E	\$15,534.65	\$89.6230	\$16,311.38	\$94.1041	\$17,126.95	\$98.8093
Step F*	\$15,923.01	\$91.8635	\$16,719.16	\$96.4567	\$17,555.12	\$101.2795
Step G**	\$16,321.09	\$94.1601	\$17,137.14	\$98.8681	\$17,994.00	\$103.8115

*Eligible after 6 years of service in the group.

** Eligible after 7 years of service in the group.

APPENDIX S

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on the date shown beneath each signature.

On behalf of the SOUTH BAY
REGIONAL PUBLIC
COMMUNICATIONS AUTHORITY

On behalf of MANAGEMENT and
CONFIDENTIAL EMPLOYEES

John Krok
Executive Director

Shannon Kauffman
Operations Manager
Negotiator

DATE: _____

DATE: _____

Vontray Norris
Chairman
Executive Committee

DATE: _____

M-1

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

JUNE 17, 2025

A. CALL TO ORDER

The Executive Committee and User Committee convened in a regular joint session at 2:03 PM on Tuesday, June 17, 2025, 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
City Manager Vontray Norris, City of Hawthorne
City Manager Talyn Mirzakhianian, City of Manhattan Beach
Chief Todd Fox, Gardena Police Department
Chief Gary Tomatani, Hawthorne Police Department
Chief Mike Lang, Manhattan Beach Fire Department
Chief Rachel Johnson, Manhattan Beach Police Department

Also Present: Executive Director John Krok
Operations Manager Shannon Kauffman
Finance Manager Vanessa Alfaro
Executive Assistant Cristina Manley
Acting Administrative Services Manager Megan Cunningham
Laura Kalty, Liebert Cassidy Whitmore

Absent: Jennifer Petrusis General Counsel, RWG

Executive Director John Krok introduced the new Chief of Police of Gardena, Todd Fox.

C. PUBLIC DISCUSSION

None.

D. EXECUTIVE COMMITTEE CONSENT CALENDAR

1. Minutes from April 15, 2025
APPROVE
2. Check Register – April 2025
RECEIVE AND FILE
3. Check Register – May 2025
RECEIVE AND FILE
4. Cash & Investments Report/March 31, 2025
RECEIVE AND FILE
5. Approve FY2025/26 Blanket Purchase Orders for Supplies and in Services in a Total Amount Not-To-Exceed \$1,650,512
APPROVE
6. Schedule of Fees and Charges for Fiscal Year 2025/26
RECOMMEND THAT THE BOARD OF DIRECTORS ADOPT A RESOLUTION ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2025/26

MOTION: City Manager Norris moved to approve the Executive Committee Consent Calendar Items 1-6. The motion was seconded by City Manager Mirzakhianian and passed by a vote of 2-0.

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

None.

F. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

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

Operations Manager Shannon Kauffman provided a staffing and recruitment update for the months of April and May. In the month of April, the Authority participated in a recruitment event at Long Beach State University, received 19 applications, scheduled 14 dispatcher tests, and 3 applicants passed the test. The Authority hired one full time Communications Operator, one part time Communications Operator, and one temporary dispatcher. During the month of May the Authority received 11 applications, scheduled 6 dispatcher tests, and 0 passed. Currently, one applicant is in backgrounds, one temporary dispatcher is starting at the end of this month, and one retired annuitant is starting in July.

During the month of April, 1323 staffing hours were filled by part-time and temporary dispatchers. In May, 1235 hours were staffed with part-time and temporary dispatchers, by comparison in January of 2025 the hours were at 583 hours for hours filled by temporary and part time dispatchers. Because of these efforts overtime has decreased by about 50% for fulltime staff. We have another retired annuitant starting the end of July beginning of August.

2. Executive Director's Update on Medical Director
RECEIVE AND FILE

Executive Director Krok provided an update on LA County Medical Services Department requires any PSAP providing emergency medical services (EMD) to contract with a medical director. The Authority has chosen a medical director; Dr. Michael Kim. The Authority is currently working on a contract with Dr. Kim. LA County doesn't have a scope of work defined. The Authority is developing a scope of work for the professional services agreement and hopes to bring a contract for approval in the next couple of months.

3. Executive Director's Update on Computer Aided Dispatch System
RECEIVE AND FILE

Executive Director Krok provided an update on Versaterm implementation, kick off set for July, 16, 2025.

GIS Data:

- Versaterm analyzing data and will produce a report identifying necessary corrections.

DOJ Applications:

- California DOJ requires agencies implementing cloud-based CAD solutions to submit technical applications for approval to maintain JDIC/CLETS connections. Consultant is working on applications.

Network Connectivity and Training Environment:

- RCC needs two new direct connections to Amazon Web Services with high bandwidth and reliability, these connections need to be in place by August 1st.
- Training environment designed to mimic actual work environment. A CAD development room being set up downstairs for CAD stations and mobile devices and anticipate the room to be ready in the next month or two.
- Training for Police and Fire will be live environment with mobile devices.

- The CAD consultant is evaluating single sign on options to ensure that the field users need only log in once to CAD and RMS. Engaging the city's IT once there with solutions for the single sign on.

Meetings:

- Bi-weekly Microsoft Teams meetings will start tomorrow at 11:00 AM and run through the end of next summer. City Manager Norris inquired about the weekly meetings (attending). Executive Director Krok shared with the group that the CAD team, Shannon and Megan, and a couple of supervisors will be attending the weekly meetings.

4. Authorize the Executive Director to Bind and Approve FY 2025/26 Insurance Policies Proposed by Alliant Insurance Services, Inc. for Insurance Necessary to Protect the Authority and its Member Agencies; and Approve Purchase Orders Associated with Amount Not-To-Exceed \$385,817

AUTHORIZE EXECUTIVE DIRECTOR TO BIND AND APPROVE INSURANCE POLICIES AND APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE PURCHASE ORDERS

Executive Director Krok motioned to approve and authorize the director to execute purchase orders and to bind insurance policies. The Executive Director pointed out there was a typo on the Not-to-Exceed amount for agenda Item 4, which reflected \$385,817, but should be \$398,595, which is stated in the report itself.

Executive Director Krok received proposals for insurance renewals from Align Insurance Services. Total cost of the fiscal year 2025-2026 insurance program is proposed at \$398,595, which is a 4% increase from last year. Cyber liability was the most significant increase, up 91% due to the cyber event in 2024 (from \$12,900 to \$24,600). Fiscal year 2025-2026 policies amount came in 9% under budget. The budget for all policies was \$434,716. Staff is recommending that the Executive Committee authorize the Executive Director to bind and approve fiscal year 2025-2026 insurance policies with Alliant and designated insurance providers in an amount not to exceed \$398,595. Funds for these premiums are in the proposed insurance policies for the adopted fiscal year budget.

MOTION: City Manager Osorio motioned to approve Item-4. The motion was seconded by City Manager Mirzakhian and passed by a vote of 3-0.

5. Agreement Between the South Bay Regional Public Communications Authority and Commline, Inc. for Purchase and Installation of the Upgraded Avtec Dispatch Console; and Approve a Corresponding Purchase Order in the Total Amount of \$449,930.38 for this Purchase

APPROVE AGREEMENT, PURCHASE, AND INSTALLATION OF RADIO DISPATCH CONSOLE HARDWARE

Executive Director Krok discussed the Avtec project that was part of the Capital Improvement Plan and approved in the amount of \$449,930.38. The current Avtec radio console system was installed in 2015. The current system along with the current Windows software on PCs, is no longer going to be supported. The media workstations are no longer in production; this will be a cloud-based system. The new system will refresh software to support the latest version, moves to a software-based media workstation, includes USB supported accessories and includes the newest outpost plus gateways. Avtec's pricing is going to increase in July, action needed in June to lock in pricing. Commline is the Avtec's primary sales and technical support partner for Southern California. They're the sole level three partner for the region. Commline is authorized to sell Avtec solutions through NASPO and GSA contracts. Commline provides ongoing services and

maintenance for the Authority's radio and network infrastructure by contract. This CIP project was adopted and funds appropriated as part of the FY25-26 budget, sufficient funds exist in the FY25-26 Adopted Budget for this purchase.

MOTION: City Manager Mirzakhaniyan motioned to approve Item-5. The motion was seconded by City Manager Norris and passed by a vote of 3-0.

6. Technical Services Division Staffing for Workload Management
**PROVIDE DIRECTION ON PROPOSED SOLUTIONS TO ALLEVIATE
WORKLOAD ISSUES**

Executive Director Krok discussed the current and future staffing needs for the technical services department. The Authority needs to ensure that vehicle outfitting work requested by the Authority's six police departments and three fire departments, continues as efficiently as possible.

The Authority currently has one Public Safety Communications Specialist 2 position, this individual is responsible for specifications of the vehicles, creating quotes/receiving purchase orders, ordering parts, scheduling vehicles, and billing cities upon completion of vehicle builds.

The Authority currently has four Public Safety Communications Specialist 1 positions who are responsible for the upfitting of vehicles, vehicle repairs, and miscellaneous work orders. The Technical Services Department is staffed with a total of five Public Safety Communications Specialists. The Authority anticipates a steady flow of vehicle requests over the next three to five years. Executive Director Krok discussed that management identified the need to add an additional Public Safety Communications Specialist 2 to share responsibilities in the area of specking vehicles, quotes, ordering of parts and billing. This employee has been working outside of their position description since March, helping and assisting in these areas.

Executive Director Krok requested the reclassification of a Public Safety Communications Specialist 1 to Specialist 2 and hire another Specialist 1. This will add depth to billing, procurement, ordering of parts, specking, and invoicing. The Specialist 2 position also includes installation and repair duties.

In addition, the Executive Director explained he hired a part-time former full-time employee to assist with leaves, absences, or vacations. This is to maintain full functionality, as one person missing from a four-person team represents a 25% reduction in labor hours.

Staff will present the proposed staffing changes to the Board of Directors in July, if recommended by the Executive Committee.

Executive Director Krok discussed exploring the possibility of outsourcing work to a third-party vendor, either temporarily or as needed. Seeks approval to explore outsourcing options, including cost allocation.

The Executive Director is looking to reclassify one position and add one FTE. The financial impact, reclassifying Public Safety Communications Specialist 1 to Specialist 2, will cost \$1,300 for the rest of the current fiscal year. Reclassification and one additional FTE for Public Safety Communications Specialist 1, will increase salary and benefits by \$120,000. Undesignated fund balance is available for the first year, and future costs can be added to member city assessments in future budget years.

City Manager Osorio inquired about the lead time from start to finish of a vehicle. How long does it take for the city to get the vehicle back? Executive Director Krok explained the variables for a patrol vehicle. Assuming parts availability and known vehicle specifications, estimation of 80 to 120 hours for a regular patrol car. Executive Director Krok explained that Shannon is working on creating a chronological timeline for cities to track vehicle progress, from order to completion. This timeline aims to provide transparency and identify inefficiencies.

Current lead times exist due to capacity constraints with four installers serving multiple cities and fire departments. Outsourcing could offer benefits due to assembly line setups and larger teams in external facilities. Executive Director Krok explained that the current business model may not be viable long-term, necessitating a review of outsourcing versus fully burdened positions. The facility was not originally set up to store the volume of parts needed. Additional trailers have been added for parts storage, but space remains limited.

Executive Director discussed the staffing changes and long-term business model. Staffing changes will address current issues, but a long-term discussion is needed about the business model and its future. Currently, there is no outsourcing of complete builds, only vendors like Commline for radio and networking. The question of outsourcing partial builds needs to be explored, including pricing per car and comparison to current cost. Labor hours are a key factor when considering outsourcing agencies. Outsourcing could save time and resources, but labor hours need to be compared to current operations.

City Manager Osorio requested a comparison – explore outsourcing options (labor hours) have discussions about the future, as the current workload is overwhelming.

Executive Director Krok shared with the group that similar places are shutting down, making the service scarcer. The Authority receives weekly calls for work from various cities and organizations. Our current staff cannot keep up with the current demands of our cities, indicating a need for additional help. Adding one more person would help maintain a minimum standard and increase efficiency.

Executive Director Krok explained to the group the unlimited amount of work coming in from various cities. Technology increases the time required to install equipment in vehicles.

Executive Director Krok discussed hiring an extra body is necessary, especially with a retirement at the end of the year. A new hire can address the current workload, and the position can be reevaluated after retirement if outsourcing proves more efficient.

City Manager Mirzakhian Recommendation - to provide a broad scope of vehicles in the queue, new builds vs. repairs, average time for completion, and a cost comparison of outsourcing per hour vs. fully burdened new employee.

MOTION: City Manager Osorio motioned to approve Item-6. The motion was seconded by City Manager Mirzakhian and passed by a vote of 3-0.

G. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes for April 15, 2025

APPROVE

MOTION: Chief Johnson motioned to approve Item-1. The motion was seconded by Chief Tomatani and passed by a vote of 4-0.

H. **ITEMS REMOVED FROM CONSENT CALENDAR**

None.

I. **COMMITTEE AND USER COMMITTEE COMMENTS**

Chief Lang's last meeting – Executive Director Krok thanked Chief Lang for participating in our User Committee.

J. **CLOSED SESSION**

The Executive Committee entered closed session at 2:45PM and returned at 3:21PM with no reportable action taken.

1. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Executive Director and Liebert, Cassidy Whitmore

Employee Organization: The California Teamsters Public, Professional and Medical Employees Union Local 911

2. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Executive Director and Liebert, Cassidy Whitmore

Employee Organization: Communications Workers of America

3. CONFERENCE WITH LABOR NEGOTIATOR

Pursuant to Government Code Section 54957.6

Agency Designated Representatives: Executive Director and Liebert, Cassidy Whitmore

Employee Organization: Management & Confidential Employees

K. **ADJOURNMENT**

The meeting was adjourned at 3:21PM.