AGENDA

REGULAR MEETING OF THE EXECUTIVE COMMITTEE AND USER COMMITTEE
TUESDAY, MAY 19, 2026, 2:00 PM
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
SECOND FLOOR CONFERENCE ROOM
4440 W. BROADWAY, HAWTHORNE, CA

A. **CALL TO ORDER**

B. **ROLL CALL**
   1. Executive Committee
   2. User Committee

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

D. **EXECUTIVE COMMITTEE CONSENT CALENDAR**
   1. Minutes from April 21, 2026
      APPROVE
   2. Check Register – April 2026
      RECEIVE AND FILE
   3. Quarterly Cash and Investments/March 31, 2026
      RECEIVE AND FILE
   4. Approve Cit Com Amendment to Professional Services Agreement in the amount of $50,000.00
      APPROVE
   5. Approve Replacement of Microwave Link from Pacific Corporate Towers to Beach Cities Hospital in the amount of $61,100.00
      APPROVE
   6. Approve Quote for the South Bay Regional Public Communications Authority Interface with Westnet for Versaterm CAD System in the Amount of $173,959.75
      APPROVE
   7. Approve Capital Improvement Project Replacement of the Legacy Network Switches at all RCC Radio Tower Sites in the Amount of $97,923.72
      APPROVE
   8. Approve Automated Fuel Polishing System for Diesel Fuel Tank in the Amount of $41,095.20
      APPROVE

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

F. **EXECUTIVE COMMITTEE GENERAL BUSINESS**
   1. Agreement with Tyler Technologies for Replacement ERP System – ERP Pro 10
      APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENT
   2. Executive Director Employment Agreement
      APPOINT KRISTIN MILLER AS EXECUTIVE DIRECTOR, APPROVE THE EMPLOYMENT AGREEMENT, AND AUTHORIZE THE EXECUTIVE COMMITTEE CHAIRPERSON TO SIGN EMPLOYMENT AGREEMENT

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].

3. Executive Director's Update on Computer Aided Dispatch System
   RECEIVE AND FILE
4. Executive Director's Update on Staffing and Recruitment
   RECEIVE AND FILE
5. Executive Director's Update on Technical Services
   RECEIVE AND FILE

G. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from April 21, 2026
   APPROVE

H. **ITEMS REMOVED FROM CONSENT CALENDAR**

I. **EXECUTIVE DIRECTOR REPORT**

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

K. **CLOSED SESSION**

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

L. **ADJOURNMENT**

Posting Date/Time: May 14, 2026/5:00PM
Signature:

Mike Saffell, Interim Executive Director

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D-1

MINUTES OF THE REGULAR EXECUTIVE COMMITTEE AND THE USER COMMITTEE **APRIL 21, 2026**

A. **CALL TO ORDER**

The Executive Committee and User Committee convened in a regular joint session at 2:00PM on Tuesday, April 21, 2026, 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 Talyn Mirzakhanian, City of Manhattan Beach
Chief Todd Fox, Gardena Police Department
Chief Eric Lane, Hawthorne Police Department
Chief Jesse Alexander, Manhattan Beach Fire Department
Chief Rachel Johnson, Manhattan Beach Police Department

Absent:
City Manager Vontray Norris, City of Hawthorne

Also Present:
Mike Saffell, Interim Executive Director
Shannon Kauffman, Operations Manager
Vanessa Alfaro, Finance Manager
Megan Cunningham, Administrative Services Manager
Cristina Manley, Executive Assistant
Jennifer Petrusis, General Counsel RWG
Bill Romesburg, CAD Consultant

C. **PUBLIC DISCUSSION**

None.

D. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes from March 17, 2026
   APPROVE
2. Minutes from March 24, 2026
   APPROVE
3. Minutes from April 7, 2026
   APPROVE
4. Check Register – March 2026
   RECEIVE AND FILE
5. Amendment to Professional Services Agreement with Joe Mar Polygraph to Increase Maximum Compensation to $50,000
   APPROVE
6. Approve A Change Purchase Order in the Amount of $250,000 to Federal Signal Corporation for Supplies and Equipment
   APPROVE
7. Approve PRIMESC Inc. to Complete the Capital Improvement Project Replacement of Heating Boiler and Boiler Controller in the Amount of $33,693.00
   APPROVE
8. Approve the Purchase of Versaterm Training Services for Dispatch Personnel on the Computer Aided Dispatch (CAD) System in the Amount of $34,372.00
   APPROVE
9. FY25-26 Q3 Budget Update

RECEIVE AND FILE

10. Approve the Purchase of AUTH0 Configuration for Versaterm CAD in the Amount of $44,637.00
APPROVE

MOTION: City Manager Mirzakhanian moved to approve the Executive Committee Consent Calendar Items 1-10. The motion was seconded by City Manager Norris 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 CAD
RECEIVE AND FILE

Interim Executive Director Saffell discussed the CAD switchover date moved from July 13th to August 17th, 2026 to avoid conflict with World Cup and FIFA events.

- This change does not affect existing training or meeting schedules, only the final flip-over date.
- Final acceptance for the project is now projected for September, an additional 30-day push.

Operations Manager Kauffman provided information on a CAD update. The production environment build is complete, and functional acceptance testing is in progress.

- Phase 1 (core CAD and mobile functionality) has passed.
- Phase 2 (verifying the as-built version reflects configuration changes) is ongoing.
- Phase 3 (ensuring all interfaces work in concert) must be completed before advancing.

Training dates are being adjusted to be closer to the new August 17th flip-over date for better retention.

- Train-the-trainer for PD and fire personnel (MDCs) occurred April 13th-17th, with a make-up session for Culver City and Manhattan Beach fire personnel scheduled for May 7th.
- End-user training for MDC, V monitor remote CAD for records personnel is planned for June, and dispatch personnel training for mid-July.

City Manager Mirzakhanian inquired about IT departments aligned with the project.

Bill Romesburg explained a meeting is scheduled for Friday at 1:00PM to train agencies on mobile software installation.

Chief Alexander inquired on updates interfaces delays/AVL testing. Bill Romesburg confirmed that AVL testing on mobile devices at each agency expected to begin in May, before the 20th. Significant progress has been made on CAD interfaces and mobile software rollout.

- Interfaces are confirmed as tested end-to-end and fully functional. Emergency Reporting/Digital EMS is a standard, working interface.

Fire Alerting System Overhaul
The new CAD system requires an external “network interface controller” (NIC)from WestNet for fire altering, replacing the Tiburon CAD’s built-in functionality.

- This unexpected purchase is necessary, but existing fire station equipment will remain compatible.
- The new system offers simultaneous fire altering and automated voice dispatching as an optional add-on.
- This allows dispatches to go out to all stations simultaneously, eliminating the old sequential altering process, and users can select the voice for dispatch calls.

Commline is preparing a quote for installing a fixture on the RCC antenna for correct broadcast, and a quote from WestNet for the NIC and associated costs is by 5PM today for evaluation.

2. Executive Director’s Update on Staffing
RECEIVE AND FILE

Administrative Services Manager Cunningham provided a staffing update.
Staffing as of April 2026:
Current Staffing:

- Temporary Employees - 3
- Part-time Employees - 9
- Full-time Employees – 28
- Supervisors – 3

Recruitment efforts from March 17th to April 20th yielded 503 applications, with 123 Criticall Tests taken and 25 passed, maintaining a consistent pass rate.

- New Hires – 6
- Backgrounds – 14
- Training Phases – 8

Interim Executive Director explained the supervisor recruitment is a high priority, with testing expected within the next 45 days, as the team is currently down to two supervisors.

- External recruitment is necessary due to insufficient internal interest, and CPS has been engaged to assist with testing procedures.
- The goal for the next recruitment is to staff all seven supervisor positions, an increase from historical 4-5 of 7.

3. Executive Director’s Update on Technical Services
RECEIVE AND FILE

Administrative Services Manager Cunningham provided an update on Technical Services.
Fleet Inventory Update:
Out of 31 vehicles identified last year as obtained by cities but not yet delivered, 21 are still pending delivery.

- 10 of these vehicles are now in a city facility or being worked on, and twelve are in cities awaiting coordination for transfer.
- 4 additional cars were built in the last month, bringing the total to 65 built

as of yesterday (up from 61 on March 17th).

- The team is averaging about 4 car builds per month, aligning with the 4 available bays, with all parts ordered.
- Patrol vehicles require approximately 80 hours to build, while admin vehicles require about 40 hours, with a significant rush of vehicles anticipated by the end of May or June.
- An assessment regarding vehicles builds and repair orders is currently underway.

Organizational Assessment – Mercury

A kickoff meeting with Mercury for the organizational assessment was held last week.

- Mercury anticipates being on-site for approximately one week to engage with all stakeholders, including staff and management.
- Following the on-site visit, Mercury will proceed with the actual assessment, with deliverables and the full assessment expected within 8-10 weeks.

G. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes for February 17, 2026
   APPROVE
2. Minutes for March 17, 2026
   APPROVE

MOTION: Chief Fox motioned to approve Items 1-2. The motion was seconded by Chief Lane and passed by a vote of 4-0.

H. **ITEMS REMOVED FROM CONSENT CALENDAR**

None.

I. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

Interim Executive Director Saffell appreciated all staff for sentiments/food for National Dispatchers Week – Thank you!

J. **CLOSED SESSION**

The Executive Committee entered closed session at 2:28PM and returned at 2:56PM with no reportable action taken.

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

K. **ADJOURNMENT**

The meeting was adjourned at 2:56PM.

D-2

SBRPCA

Check Register FY 2025-26

April 2026

Accounts Payable Check Issued Date	Total Check Amount	Notes
April 3, 2026	$153,557.69	
April 10, 2026	$173,725.23	
April 17, 2026	$141,000.49	
April 24, 2026	$324,378.36	
Accounts Payable Total	$792,661.77	

Payroll Checks Issued Date		
April 3, 2026	$185,480.39	
April 17, 2026	$319,421.89	Retention Bonuses Paid
Payroll Total	$504,902.28	

Final Check List
SOUTH BAY REGIONAL PCA

Bank : bow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
21041	4/3/2026	00696	GUARDIAN	533654-04	3/20/2026	GUARDIAN - DENTAL,VISION,	5,229.60	5,229.60
21042	4/3/2026	00058	CALPERS	1000000182449	3/16/2026	HEALTH PREMIUMS FOR APF	43,100.75	43,100.75
21043	4/3/2026	00219	INTERNAL REVENUE SEF	Ben42493	4/3/2026	FEDERAL WITHHOLDING TAX	41,943.14	41,943.14
21044	4/3/2026	00223	EMPLOYMENT DEVEL DE	Ben42497	4/3/2026	STATE DISABILITY INSURANC	17,403.36	17,403.36
21045	4/3/2026	00222	STATE DISBURSEMENT U	Ben42501	4/3/2026	SUPPORT: PAYMENT	184.62	184.62
21046	4/3/2026	00058	CALPERS	Ben42495	4/3/2026	PERS RETIREMENT: PAYMEN	29,673.59	29,673.59
21047	4/3/2026	00221	MISSIONSQUARE RETIRE	Ben42491	4/3/2026	DEFERRED COMPENSATION	14,182.89	14,182.89
59373	4/3/2026	00218	CWA LOCAL 9400	Ben42487	4/3/2026	UNION DUES CWA: PAYMENT	60.79	60.79
59374	4/3/2026	00217	INTL BROTHERHOOD OF	Ben42489	4/3/2026	UNION DUES TEAMSTERS: P.	1,038.50	1,038.50
59375	4/3/2026	00996	WAGEWORKS INC., HEAL	Ben42499	4/3/2026	HEALTH CARE FSA: PAYMEN	740.45	740.45
							Sub total for BANK OF THE WEST:	153,557.69

Final Check List
SOUTH BAY REGIONAL PCA

Bank : bow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2377	4/10/2026	00012	CALIFORNIA WATER SER	5550731926	4/2/2026	FIRE PROTECTION SERVICE/	108.57	108.57
2378	4/10/2026	00651	FRONTIER	209-188-0077-0	4/1/2026	PHONE SERVICE	575.68	575.68
2379	4/10/2026	00070	GAS COMPANY, THE	059 194 8982 2	4/6/2026	GAS SERVICE HQ/ 03/04/2026	1,878.30	1,878.30
2380	4/10/2026	00069	SOUTHERN CALIFORNIA	700610392752	4/7/2026	ELECT SERV GRANDVIEW/ 0	515.32	515.32
59376	4/10/2026	00297	AT&T, ATT CALNET	000025054188	4/3/2026	PHONE SERVICE 03/03/26-04	514.41	514.41
59377	4/10/2026	00064	AT&T, ATT PAYMENT CEN	960 461-1623 5	4/1/2026	PHONE SERVICE 04/01/2026-	3,804.22	3,804.22
59378	4/10/2026	00014	CDW GOVERNMENT, INC	AI61Q3B	3/30/2026	CDW-G BILLABLE PARTS	14,943.25	
				AI61H6P	3/28/2026	CDW-G BILLABLE PARTS	4,149.69	
				AI6AL2P	3/24/2026	CDW-G BILLABLE PARTS	2,991.08	
				AI6X26C	3/27/2026	CDW-G BILLABLE PARTS	1,673.31	
				AI6TA1T	3/26/2026	CDW-G BILLABLE PARTS	301.55	24,058.88
59379	4/10/2026	00460	CHARTER COMMUNICATI	249189801040	4/1/2026	FY 25-26 INTERNET SERVICE	3,038.15	3,038.15
59380	4/10/2026	00017	CHEM PRO LABORATORY	IN239277	4/1/2026	WATER TREATMENT SERVIC	96.05	96.05
59381	4/10/2026	00439	CIT COM, INC.	2026-7	4/1/2026	CAD SYSTEM IMPLEMENTATI	10,120.00	10,120.00
59382	4/10/2026	00225	COMMLINE INC	0533065-IN	3/30/2026	ANNUAL HARDWARE SUPPO	16,500.00	
				0531592-IN	3/19/2026	RENTAL FEE FOR MICROWA	650.00	
				0533053-IN	3/30/2026	RENTAL FEE FOR MICROWA	650.00	17,800.00
59383	4/10/2026	00879	CROWN CASTLE	2119710	4/1/2026	REDUNDANT INTERNET SER	1,100.00	1,100.00
59384	4/10/2026	00427	DION & SONS, INC	A16300	2/16/2026	DION & SONS HQ MAINTENA	420.83	420.83
59385	4/10/2026	01069	DOCUMENT CONSULTIN	139944	4/1/2026	COPIER LEASE & PRINTING	1,075.58	1,075.58
59386	4/10/2026	01048	ERIC JASON ARROYO	3910	3/25/2026	RECRUITMENT - BACKGROU	3,000.00	
				3921	4/6/2026	RECRUITMENT - BACKGROU	1,500.00	4,500.00
59387	4/10/2026	00008	FEDERAL SIGNAL CORP	9164834	3/24/2026	FEDERAL SIGNAL CORP BILL	339.22	339.22
59388	4/10/2026	00651	FRONTIER	7002Z664-S-26	4/5/2026	PHONE SERV 04/05/26-05/04/	8,626.40	
				7002Z665-S-26	4/5/2026	PHONE SERV 04/05/26-05/04/	5,929.37	14,555.77
59389	4/10/2026	00027	HAVIS INC.	SIN351182	3/18/2026	HAVIS INC BILLABLE PARTS	19,641.17	
				SIN351385	3/18/2026	HAVIS INC BILLABLE PARTS	19,361.60	
				SIN351402	3/18/2026	HAVIS INC BILLABLE PARTS	6,235.18	45,237.95
59390	4/10/2026	00577	JESSICA RAMOS	5554	3/21/2026	VEHICLE MAINTENANCE & D	120.00	120.00
59391	4/10/2026	00867	JOE MAR POLYGRAPH	26-017-SBRPC	3/27/2026	PRE-EMPLOYMENT POLYGR	1,750.00	1,750.00

Final Check List
SOUTH BAY REGIONAL PCA

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
59392	4/10/2026	00799	LA UNIFORMS & TAILORII	31894	3/5/2026	UNIFORM SETS	342.05	
				32199	3/26/2026	UNIFORM SETS	336.53	
				31992	3/11/2026	UNIFORM SETS	336.53	
				32185	3/26/2026	UNIFORM SETS	336.53	
				31952	3/9/2026	UNIFORM SETS	99.34	
				31991	3/11/2026	UNIFORM SETS	99.34	
				32056	3/16/2026	UNIFORM SETS	99.34	
				32096	3/18/2026	UNIFORM SETS	99.34	
				32116	3/19/2026	UNIFORM SETS	99.34	1,848.34
59393	4/10/2026	00087	LIEBERT CASSIDY & WHI	306291	9/30/2025	FY 25-26 LEGAL SERVICES	6,353.50	
				313181	12/31/2025	FY 25-26 LEGAL SERVICES	2,522.00	
				310844	11/30/2025	FY 25-26 LEGAL SERVICES	1,115.50	9,991.00
59394	4/10/2026	00043	MANEY WIRE & CABLE, II	20102692	3/26/2026	MANEY WIRE & CABLE INC B	1,228.49	1,228.49
59395	4/10/2026	00331	MITSUBISHI ELECTRIC IN	563672	4/1/2026	MONTHLY ELEVATOR MAINTI	864.44	864.44
59396	4/10/2026	00819	OCCUPATIONAL HEALTH	90363392	3/25/2026	PRE-EMPLOYMENT MEDICAL	928.00	928.00
59397	4/10/2026	01022	RACE COMMUNICATIONS	RC2111056	4/1/2026	COMMUNICATION CONTRAC	1,198.50	1,198.50
59398	4/10/2026	00824	SMART JANITORIAL, CON	SR-581	4/1/2026	HQ MAINTENANCE - CLEANII	4,685.00	4,685.00
59399	4/10/2026	01186	TL INVESTIGATIONS & CC	1010	4/2/2026	BACKGROUND INVESTIGATI	5,850.00	5,850.00
59400	4/10/2026	01109	TRUCKVAULT INC.	297858	4/7/2026	TRUCKVAULT INC BILLABLE I	10,791.01	10,791.01
59401	4/10/2026	00171	VERIZON WIRELESS	6139356983	3/23/2026	GPD DAC CHARGES/ 02/24/2	1,749.07	
				6139296042	3/23/2026	DAC CHARGES HPD/ 02/24/2	1,309.39	
				6139280373	3/23/2026	MODEM SVC. MBPD/ 02/24/2	1,034.55	
				6138884200	3/18/2026	CELL PH. CHGS: 02/19/26-03/	500.45	
				6139280374	3/23/2026	MODEM SVC. MBPD/ 02/24/2	138.06	4,731.52
						Sub total for BANK OF THE WEST:		173,725.23

Bank : bow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
21048	4/17/2026	00219	INTERNAL REVENUE SEF	Ben42575	4/17/2026	FEDERAL WITHHOLDING TAX	66,805.94	66,805.94
21049	4/17/2026	00223	EMPLOYMENT DEVEL DE	Ben42579	4/17/2026	STATE DISABILITY INSURANC	26,107.81	26,107.81
21050	4/17/2026	00222	STATE DISBURSEMENT L	Ben42583	4/17/2026	SUPPORT: PAYMENT	184.62	184.62
21051	4/17/2026	00058	CALPERS	Ben42577	4/17/2026	PERS RETIREMENT: PAYMEN	29,544.44	29,544.44
21052	4/17/2026	00221	MISSIONSQUARE RETIRE	Ben42573	4/17/2026	DEFERRED COMPENSATION	15,232.58	15,232.58
59402	4/17/2026	00002	AFLAC	Ben42567	4/17/2026	AFLAC INSURANCE: PAYMEN	1,285.36	1,285.36
59403	4/17/2026	00218	CWA LOCAL 9400	Ben42569	4/17/2026	UNION DUES CWA: PAYMENT	60.79	60.79
59404	4/17/2026	00217	INTL BROTHERHOOD OF	Ben42571	4/17/2026	UNION DUES TEAMSTERS: P.	1,038.50	1,038.50
59405	4/17/2026	00996	WAGEWORKS INC., HEAL	Ben42581	4/17/2026	HEALTH CARE FSA: PAYMEN	740.45	740.45
							Sub total for BANK OF THE WEST:	141,000.49

Bank : bow BANK OF THE WEST

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2381	4/21/2026	01162	BMO COMMERCIAL CARD					
		00466	AMAZON MARKETPLACE	113-4128074-28	3/18/2026	PARTS - BILLING	835.29	
		00228	COSTCO MEMBERSHIP	1267709125	3/3/2026	OFFICE/JANITORIAL SUPPLIE	693.33	
		00485	MONOPRICE, INC.	24784227	3/16/2026	PARTS - BILLING	665.11	
		00981	SAM'S CLUB	10402962750	3/13/2026	EMPLOYEE WELLNESS PRO	605.71	
		00466	AMAZON MARKETPLACE	113-7851684-30	2/27/2026	PARTS - BILLING	594.18	
		01041	ZIP RECRUITER	11360774	3/4/2026	RECRUITMENT	549.00	
		01192	OZARK SPORTSMAN	5106	3/4/2026	PARTS - BILLING	529.99	
		01183	INDEED, INC.	USI26-02284302	3/27/2026	RECRUITMENT	501.20	
		01183	INDEED, INC.	USI26-02184261	3/23/2026	RECRUITMENT	500.99	
		01183	INDEED, INC.	USI26-02048654	3/16/2026	RECRUITMENT	500.17	
		01183	INDEED, INC.	US!26-01907497	3/9/2026	RECRUITMENT	500.06	
		01195	PANERA	6051716078688	3/25/2026	EMPLOYEE SERVICES/ EXEC	417.86	
		00467	LOWES BUSINESS	525398466	3/25/2026	HQ MAINTENANCE	383.02	
		00255	CSMFO	200031873	3/30/2026	ACCOUNTANT JOB POSTING	325.00	
		01183	INDEED, INC.	USI26-01523963	3/2/2026	RECRUITMENT	310.76	
		00981	SAM'S CLUB	10406771737	3/26/2026	EMPLOYEE WELLNESS PRO	285.83	
		00480	OFFICE DEPOT	457571155-001	3/3/2026	OFFICE SUPPLIES - CUSTOM	285.16	
		00467	LOWES BUSINESS	51862630	3/30/2026	GENERAL TECH SUPPLIES	272.36	
		00610	DIRECTV	065190124X260	3/4/2026	CABLE SERVICES	269.99	
		01179	FACEBOOK	U9NVLGV5X2	3/9/2026	FACEBOOK RECRUITMENT A	246.00	
		01179	FACEBOOK	6FQLAHZ5X2	3/14/2026	FACEBOOK RECRUITMENT A	246.00	
		01179	FACEBOOK	YCBCDGM6X2	3/19/2026	FACEBOOK RECRUITMENT A	246.00	
		01179	FACEBOOK	X8NG2HM6X2	3/26/2026	FACEBOOK RECRUITMENT A	246.00	
		01179	FACEBOOK	MCE2PJV5X2	3/31/2026	FACEBOOK RECRUITMENT A	246.00	
		01179	FACEBOOK	4VK2PEM6X2	2/28/2026	FACEBOOK RECRUITMENT A	232.00	
		00981	SAM'S CLUB	10400288087	3/2/2026	EMPLOYEE WELLNESS PRO	229.83	
		00466	AMAZON MARKETPLACE	03242026	3/24/2026	AMAZON CHARGE DISPUTED	221.76	
		01179	FACEBOOK	7BJQ2HM5X2	3/4/2026	FACEBOOK RECRUITMENT A	217.00	
		00467	LOWES BUSINESS	520208459	3/26/2026	GENERAL TECH SUPPLIES	197.42	
		00766	SHELL GASOLINE	289637	3/19/2026	FUEL (VAN)	174.84	
		00981	SAM'S CLUB	10402163906	3/9/2026	EMPLOYEE WELLNESS PRO	160.30	
		00766	SHELL GASOLINE	166835	3/12/2026	FUEL (TRUCK)	154.90	
		00255	CSMFO	6659641	3/5/2026	GOVERNMENTAL ACCOUNTI	125.00	

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
		00466	AMAZON MARKETPLACE	111-1226629-118	3/10/2026	OFFICE SUPPLIES (KEY FOE	123.72	
		00466	AMAZON MARKETPLACE	111-5989170-44	3/26/2026	EMPLOYEE SERVICES- EAST	105.11	
		01041	ZIP RECRUITER	11360795	3/4/2026	RECRUITMENT	90.00	
		00591	PIZZA HUT #026174	A832A0E9E7	3/12/2026	EMPLOYEE SERVICES - ACA	86.50	
		01047	GODADDY	40316442144	3/5/2026	WEBSITE HOST SUBSCRIPTI	85.98	
		01047	GODADDY	4046403282	3/23/2026	WEBSITE HOST SUBSCRIPTI	85.98	
		01179	FACEBOOK	TAGUWHD6X2	3/22/2026	FACEBOOK RECRUITMENT A	84.37	
		01196	G&M OIL #224	047855	3/26/2026	FUEL (EXPLORER)	82.80	
		01090	JOBSPEAKER	57013152485-03	3/10/2026	RECRUITMENT	80.00	
		00464	TARGET	607139913757	3/12/2026	OFFICE SUPPLIES	77.34	
		01195	PANERA	605171607867	3/25/2026	EMPLOYEE SERVICES/ EXEC	72.90	
		00467	LOWES BUSINESS	634686288	3/10/2026	PARTS - BILLING	65.24	
		00466	AMAZON MARKETPLACE	113-2793476-80	3/19/2026	GENERAL TECH SUPPLIES	61.87	
		00981	SAM'S CLUB	800000024466	3/23/2026	RECRUITMENT EARTH DAY H	61.72	
		00466	AMAZON MARKETPLACE	113-1694021-67	3/24/2026	GENERAL TECH SUPPLIES	57.28	
		00799	LA UNIFORMS & TAILORII	077001	3/18/2026	ADMIN SUPPLIES	55.14	
		00466	AMAZON MARKETPLACE	111-2402078-98	3/11/2026	EMPLOYEE SERVICES - DEC	50.23	
		01046	PELOTON	03012026	3/1/2026	EMPLOYEE SERVICES	49.99	
		01194	VONS	03152026	3/15/2026	JANITORIAL SUPPLIES	48.05	
		00466	AMAZON MARKETPLACE	113-5321817-73	3/19/2026	GENERAL TECH SUPPLIES	41.86	
		00466	AMAZON MARKETPLACE	113-3032271-87	3/25/2026	HQ MAINTENANCE	38.66	
		01147	TARGET	03012026	3/1/2026	JANITORIAL SUPPLIES	36.52	
		01193	WHOLE FOODS MARKET	03232026	3/23/2026	EMPLOYEE WELLNESS PRO	30.90	
		00509	CVS PHARMACY STORE	9536	3/1/2026	JANITORIAL SUPPLIES	24.11	
		00466	AMAZON MARKETPLACE	112-2495778-75	3/25/2026	OFFICE SUPPLIES	23.18	
		00005	FEDEX	940410078906	3/11/2026	GENERAL TECH SUPPLIES	23.06	
		01092	ZAZZLE INC	131-01193967-5	3/5/2026	M CUNNINGHAM SIGNATURE	22.54	
		00466	AMAZON MARKETPLACE	112-0813095-78	3/25/2026	OFFICE SUPPLIES - MAGNET	20.58	
		00254	CSU LONG BEACH	9592397	3/11/2026	RECRUITMENT	20.53	
		00466	AMAZON MARKETPLACE	111-2069981-65	3/10/2026	EMPLOYEE SERVICES - DEC	18.55	
		00466	AMAZON MARKETPLACE	112-8514270-91	3/26/2026	EMPLOYEE SERVICES - ARE	17.57	
		00466	AMAZON MARKETPLACE	113-1865008-95	3/26/2026	GENERAL TECH SUPPLIES	15.46	
		00466	AMAZON MARKETPLACE	112-8449250-36	3/25/2026	OFFICE SUPPLIES	8.83	
		01179	FACEBOOK	KSSVLGV5X2	3/9/2026	FACEBOOK RECRUITMENT A	0.46	13,735.09

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
2382	4/24/2026	00069	SOUTHERN CALIFORNIA	700440732476	4/15/2026	ELEC SERV HQ/ 03/12/26 - 04	16,098.62	
				700383926852	4/21/2026	ELEC SERV PUNTA/ 03/20/26	981.26	17,079.88
2383	4/24/2026	00012	CALIFORNIA WATER SER	4675328235	4/20/2026	WATER SERV HQ/ 03/18/26-04	344.96	344.96
2384	4/24/2026	00073	STATE BOARD OF EQUAL	012-655960	4/24/2026	SALES & USE TAX PMT WITH	1,331.00	1,331.00
2385	4/24/2026	00058	CALPERS	100000018273	4/13/2026	REPLACEMENT BENEFIT FUI	546.03	546.03
59406	4/24/2026	00297	AT&T, ATT CALNET	000025099482	4/13/2026	PHONE SERV 03/13/26-04/12/	3,348.20	
				000025106680	4/13/2026	PHONE SERV 03/13/26-04/12/	282.38	
				000025103617	4/13/2026	PHONE SERV 03/13/26-04/12/	246.91	3,877.49
59407	4/24/2026	01138	AUST, JENNIFER	042426	4/24/2026	RETIREE MED PREM/MAY 20	38.00	38.00
59408	4/24/2026	00014	CDW GOVERNMENT, INC	AI6M47I	3/26/2026	CDW-G BILLABLE PARTS	5,993.26	5,993.26
59409	4/24/2026	00225	COMMLINE INC	0535059-IN	4/14/2026	COMMLINE INC BILLABLE PA	389.79	389.79
59410	4/24/2026	00101	CORDOVA, TONY	042426	4/24/2026	RETIREE MED PREM/MAY 20	588.00	588.00
59411	4/24/2026	00081	COSTON, SHANDER	042426	4/24/2026	RETIREE MED PREM/MAY 20	338.00	338.00
59412	4/24/2026	01137	DIANE CARROLL	1532	4/21/2026	GETRESQ911 TEMPORARY S	6,110.00	6,110.00
59413	4/24/2026	00103	DIVINITY, TANJI	042426	4/24/2026	RETIREE MED PREM/MAY 20	588.00	588.00
59414	4/24/2026	00105	EBERLE, KELLE	042426	4/24/2026	RETIREE MED PREM/MAY 20	338.00	338.00
59415	4/24/2026	01048	ERIC JASON ARROYO	3928	4/13/2026	RECRUITMENT - BACKGROU	4,500.00	
				3922	4/10/2026	RECRUITMENT - BACKGROU	3,000.00	
				3929	4/17/2026	RECRUITMENT - BACKGROU	1,500.00	9,000.00
59416	4/24/2026	00785	EXPERIAN	6000248891	3/28/2026	CREDIT CHECK/MONITORIN	81.84	81.84
59417	4/24/2026	00008	FEDERAL SIGNAL CORP	9163512	3/24/2026	FEDERAL SIGNAL CORP BILL	57,100.64	
				9163513	3/24/2026	FEDERAL SIGNAL CORP BILL	23,574.44	
				9182960	4/15/2026	FEDERAL SIGNAL CORP BILL	9,409.14	
				9183008	4/15/2026	FEDERAL SIGNAL CORP BILL	2,322.46	
				9178123	4/9/2026	FEDERAL SIGNAL CORP BILL	282.88	92,689.56
59418	4/24/2026	00005	FEDEX	9-259-97007	4/17/2026	POSTAGE AND SHIPPING	19.61	19.61
59419	4/24/2026	01168	GVP VENTURES, INC	11491	4/15/2026	RECRUITMENT SERVICES	4,000.00	4,000.00
59420	4/24/2026	00867	JOE MAR POLYGRAPH	26-018-SBRPCA	4/13/2026	PRE-EMPLOYMENT POLYGR	750.00	750.00
59421	4/24/2026	00442	LAWSON PRODUCTS, IN	9313355477	4/2/2026	LAWSON PRODUCTS INC BIL	73.08	
				9313358654	4/3/2026	LAWSON PRODUCTS INC BIL	26.07	99.15
59422	4/24/2026	00087	LIEBERT CASSIDY & WHI	319950	3/31/2026	FY 25-26 LEGAL SERVICES	4,947.00	4,947.00
59423	4/24/2026	00113	MARTIN, LISA	042426	4/24/2026	RETIREE MED PREM/MAY 20	338.00	338.00
59424	4/24/2026	00129	MC REYNOLDS, JENNIFE	042426	4/24/2026	RETIREE MED PREM/MAY 20	338.00	338.00
59425	4/24/2026	00047	MOTOROLA SOLUTIONS,	8282315195	4/15/2026	MOTOROLA SOLUTIONS INC	73.20	73.20
59426	4/24/2026	01167	NOTARY PUBLIC CENTEF	00270	4/22/2026	RECRUITMENT - BG PROCES	1,653.00	1,653.00

Bank : bow BANK OF THE WEST (Continued)

Check #	Date	Vendor		Invoice	Inv Date	Description	Amount Paid	Check Total
59427	4/24/2026	00121	PINELA, ELIZABETH	042426	4/24/2026	RETIREE MED PREM/MAY 20:	588.00	588.00
59428	4/24/2026	01152	PRIMO BRANDS	06D8710314288	4/14/2026	WATER FILTRATION SYSTEM	111.76	111.76
59429	4/24/2026	00144	SAXE-CLIFFORD PHD, SU	26-0306-4	3/26/2026	PRE-EMPLOYMENT PSYCHO	800.00	
				26-0420-3	4/20/2026	PRE-EMPLOYMENT PSYCHO	800.00	
				26-0413-6	4/13/2026	PRE-EMPLOYMENT PSYCHO	400.00	2,000.00
59430	4/24/2026	00124	SMITH, KEVIN	042426	4/24/2026	RETIREE MED PREM/MAY 20:	338.00	338.00
59431	4/24/2026	00106	SMITH, SANDRA	042426	4/24/2026	RETIREE MED PREM/MAY 20:	338.00	338.00
59432	4/24/2026	00074	STAPLES INC.	7009479724	4/11/2026	OFFICE & JANITORIAL SUPPL	812.66	
				7009555796	4/18/2026	OFFICE & JANITORIAL SUPPL	531.78	1,344.44
59433	4/24/2026	01159	VERSATERM PUBLIC SAF	INV28-00426	3/16/2026	PROFESSIONAL SERVICES F	154,371.30	154,371.30
							Sub total for BANK OF THE WEST:	324,378.36

D-3

Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: May 19, 2026

ITEM NUMBER: D-3

TO: Executive Committee

COPY TO: Tim Lilligren, Treasurer

FROM: Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: Cash & Investments Report/March 31, 2026

ATTACHMENTS:
1. Cash & Investments Report for March 31, 2026
2. LAIF Month End Statement for March 31, 2026
3. PMIA Performance Report as of March 31, 2026

RECOMMENDATION

Staff recommends that the Executive Committee receive and file the Cash & Investments Report for March 31, 2026.

BACKGROUND

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

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

DISCUSSION

Staff has completed the bank reconciliation for March 31, 2026. Attached is the Cash & Investments Report for the period. All idle cash of the Authority is invested 100% with the State's Local Agency Investment Fund (LAIF). This complies with the Statement of Investment Policy. In the first quarter of calendar year 2026, LAIF's monthly performance averaged an effective yield of 3.92%.

FISCAL IMPACT

None.

D-3
Attachment 1

Cash and Investments Report
As of March 31, 2026

Funding Source	Bank Balance	Deposits in Transit	Outstanding Checks	Book Balance
Active Accounts				
BMO Bank (General/Payroll)	$ 1,217,128.24		$ 96,772.29	$ 1,120,355.95
Investments				
LAIF	$ 13,311,593.48		$ -	$ 13,311,593.48
Total Investments	$ 13,311,593.48	$ -	$ -	$ 13,311,593.48
Other Cash on Hand				
Petty Cash	$ -	$ -	$ -	$ 500.00
				$ 500.00
Total Cash & Investments				$ 14,432,449.43

Breakdown of cash by fund:

Fund 10 (Enterprise Fund)	$ 14,432,449.43
Fund 20 (Grant Fund)	-
Total	$ 14,432,449.43

D-3
Attachment 2

California State Treasurer
Fiona Ma, CPA

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

April 09, 2026

LAIF Home
PMIA Average Monthly Yields

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

Tran Type Definitions

Account Number: 15-19-001

March 2026 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
3/6/2026	3/5/2026	RW	1795298	1755963	VANESSA ALFARO	-200,000.00
3/13/2026	3/12/2026	RW	1795539	1756213	VANESSA ALFARO	-200,000.00
3/27/2026	3/26/2026	RD	1795978	1756652	VANESSA ALFARO	1,300,000.00

Account Summary

Total Deposit:	1,300,000.00	Beginning Balance:	12,411,593.48
Total Withdrawal:	-400,000.00	Ending Balance:	13,311,593.48

D-3
Attachment 3

PMIA/LAIF Performance Report
as of 05/06/26

Quarterly Performance
Quarter Ended 03/31/26

LAIF Apportionment Rate[2]:	3.98
LAIF Earnings Ratio[2]:	0.00010906180047888
LAIF Administrative Cost[1]*:	0.24
LAIF Fair Value Factor[1]:	0.999980831
PMIA Daily[1]:	3.82
PMIA Quarter to Date[1]:	3.92
PMIA Average Life[1]:	261

PMIA Average Monthly Effective Yields[1]

April	**3.811**
March	3.826
February	3.871
January	3.931
December	4.025
November	4.096

Pooled Money Investment Account
Monthly Portfolio Composition [1]
03/31/26
$165.3 billion

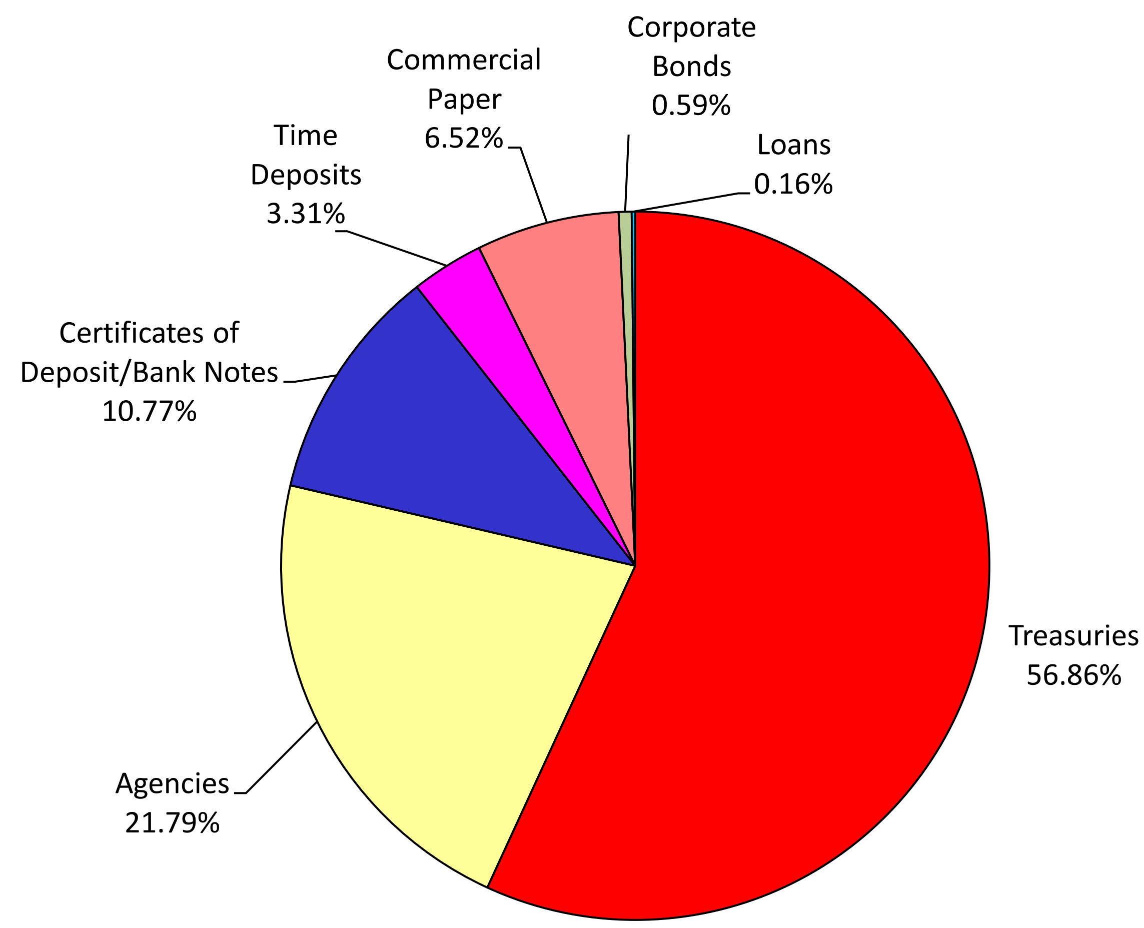


Chart does not include $829,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. **View PMIA Daily Rates**

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) .

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

Source:
[1] State of California, Office of the Treasurer
[2] State of California, Office of the Controller

D-4

Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: MAY 19, 2026

ITEM NUMBER: D - 4

TO: Executive Committee

FROM: Mike Saffell, Interim Executive Director
Megan Cunningham, Administrative Services Manager

SUBJECT: AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND CIT COM

ATTACHMENT: 1. Professional Services Agreement
2. Amendment to Professional Services Agreement

RECOMMENDATION

Staff recommends the Executive Committee approve the attached amendment for an increase in the amount of $50,000 for Cit Com for the Public Safety Consulting Services Project Management.

BACKGROUND

The Authority has a Professional Services Agreement in place with Cit Com for Public Safety Consulting Services for 500 hours dedicated to project management and a not to exceed amount of $110,000.00. Due to the high demand in the implementation of the CAD system and anticipated need to utilize Cit Com after the cut over of CAD, the hours for project management are anticipated to total closer to 725 hours and expenditures associated with services from this vendor are anticipated to total closer to $160,000.

DISCUSSION

Cit Com's duties and responsibilities include, but are not limited to Versaterm Computer Aided Dispatch (CAD) Project Management and Implementation of Justice Data Interface Controller (JDIC) and California Law Enforcement Telecommunications System (CLETS) Upgrade Application for CAD system.

The proposed amendment to the Professional Services Agreement provides a $50,000 increase to assist with the project management and implementation of the Versaterm CAD project; totaling $204,000 for this agreement ($44,000 of which is dedicated to JDIC/CLETS Application).

FISCAL IMPACT

None. Funds are available in the FY25-26 Adopted Budget due to salary savings.

D-4
Attachment 1

SBRPCA

25-220

Contract

AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND

CIT COM

FOR PUBLIC SAFETY CONSULTING SERVICES

This agreement for public safety consulting services is made and entered into this 15 day of April, 2025, by and between the SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY (hereinafter called "CLIENT"), and Cit Com, a sole proprietorship (hereinafter called "Consultant").

RECITALS

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

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

NOW, THEREFORE, the parties agree as follows:

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

1. Versaterm Computer Aided Dispatch (CAD) Project Management and Implementation

2. Justice Data Interface Controller (JDIC) and California Law Enforcement Telecommunications System (CLETS) Upgrade Application for CAD system.

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

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

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

4. COMPENSATION AND PAYMENT. CLIENT shall pay Consultant compensation at the rate of Two Hundred and Twenty Dollars ($220.00) per hour for all services to be provided pursuant to the implementation and management of the Versaterm CAD portion of the Agreement, not to exceed One Hundred and Ten Thousand Dollars ($110,000.00) without prior CLIENT approval. CLIENT shall pay Consultant compensation at the rate of Two Hundred and Twenty Dollars ($220.00) per hour for all services to be provided pursuant to the JDIC/CLETS upgrade application portion of the Agreement, not to exceed Forty-Four Thousand Dollars ($44,000.00) without prior CLIENT approval. Consultant shall submit monthly invoices to

CLIENT for the services performed. Invoices shall be submitted via email to: John Krok. CLIENT shall make payment to Cit Com (Employer Identification Number: 88-0456338) within thirty (30) days after receipt of each undisputed invoice.

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

6. INSURANCE. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy of commercial automobile liability insurance (any auto) covering comprehensive vehicle liability including bodily injury, personal injury, uninsured motorist, medical payments, collision and property damage in compliance with California law with $1,000,0000 coverage per accident for bodily injury and property damage. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, a policy of Commercial General Liability insurance with $1,000,000 coverage per incident. If Consultant will be storing, processing or otherwise handling CLIENT data in electronic form, Consultant shall also provide cyber liability insurance ($2,000,000 per occurrence) providing protection against claims and liabilities arising from: (i) errors and omissions in connection with

maintaining security of CLIENT data; (ii) data breach including theft, destruction, and/or unauthorized use of CLIENT data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of CLIENT data.

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

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

7. <u>WORK PRODUCT</u>.

a. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of CLIENT. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CLIENT without restriction or limitation upon their use, duplication or dissemination by CLIENT upon final payment being made, or upon termination by CLIENT for cause. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Any work product in the possession of Consultant shall be delivered to CLIENT at least ten (10) days prior to the termination of this Agreement.

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

c. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, CLIENT shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold CLIENT, and the other indemnitees (as described in Section 4, above) harmless from any and all loss, claim or liability in any way related to a claim that CLIENT's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by CLIENT is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CLIENT; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

The parties that all agree Work Product shall remain confidential[1] and shall not be disclosed except as required by the California Public Records Act, subpoena or court order.

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

9. TERMINATION FOR CONVENIENCE. CLIENT or Consultant may terminate this Agreement at any time without cause by giving fifteen (15) days prior, written notice of such termination to the non-terminating party, and by specifying the effective date thereof. If this Agreement is terminated by

CLIENT or Consultant as provided herein, Consultant shall be paid for its services satisfactorily rendered to CLIENT as of the date of termination.

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

11. TERM. This Agreement shall commence on April ___, 2025, and shall remain valid for two (2) years unless extended by written agreement of the parties, or sooner terminated pursuant to Section 9 of this Agreement.

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

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

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

15. ENTIRE AGREEMENT. This Agreement shall constitute the entire Agreement between the parties. The provisions of this document shall govern

over any conflicting or inconsistent provisions of any attachment or exhibit hereto.

16. GOVERNING LAW AND VENUE. This Agreement shall be governed by the laws of the State of California. Venue for any legal action arising out of this Agreement shall be a State of federal court in the County of Los Angeles, California.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Dated this 15th Day of April, 2025:

William Romesburg

William Romesburg (Consultant)

John Krok (Executive Director)

ATTACHMENT A: STATEMENT OF WORK

Advance Technical Preparation*

During the period between contract finalization and kickoff, the Authority will need to prepare the technical infrastructure for the new Versaterm CAD. Cit Com will meet with the Authority's technical designee to design and implement new Amazon Web Service (AWS) primary and secondary circuits. In addition, Cit Com will:

- Assist the Authority with obtaining and installing the required Pearl network devices required for implementing the Authority's E911 interface.
- Assist with setting up the test and training environments (necessary for the CAD workshops).
- Coordinate with the GIS resource, to ensure the ESRI shapefiles are prepared/optimized for both vCAD and vMDT (including dark mode).

JDIC/CLETS Upgrade Application *

Cit Com will work with the Authority, JDIC, State DOJ, Versaterm, and the individual agencies to develop the Authority's JDIC/CLETS Upgrade Application, including the following:

- Core JDIC/CLETS Application Files
  - ACC Responsibilities
  - Application
  - Application System Upgrade Acknowledgement
  - Security Point of Contact Delineation and Agreement
  - Security Questionnaire
- Cloud Architecture Application (Cloud Matrix)
- Supplemental JDIC/CLETS Application Files
  - Management Control Agreement(s)
  - Network Diagram
  - Private Contractor Management Agreement(s)
  - Release of Information Agreement(s)
  - Subscriber Agreement(s)
- Review and Attach Agency-Specific Supporting Application Documents
  - Administrative Procedure Password Policy

- Computer Incident Response Plan
- Physical Security and Media Destruction Policy
- System Notifications (Screenshots of Current Environment Warnings)

Each file will likely require edits and resubmissions. The proposal includes unlimited revisions, ongoing dialogue with the assigned DOJ representative, and testing the Versaterm applications with JDIC/CLETS to ensure compliance. The process will require approximately six months to complete.

Project Scheduling

Cit Com will work with the Authority and Versaterm to develop and maintain a detailed internal project schedule that will include the following:

- Internal RCC and Agency Tasks and Activities
- Physical Site Planning
- CAD, vMDT, and vMobile Configuration and Development
- AWS, Networking, and Interface Installation and Testing
- GIS Loading, Conversion, and Modifications
- End-User and System Administrator Training
- Operational Planning
- System Configuration and Testing Procedures
- Documentation Development
- Acceptance Testing

Cit Com will identify various tasks and subtasks within each of these sections. Cit Com will update the schedule monthly (or more frequently, as conditions warrant).

Quality Control and Contract Compliance

Cit Com will ensure that both the Authority and Versaterm adhere to the contract's terms and conditions. Cit Com will review and advise the Authority on potential out-of-scope issues; assist in addressing potential contractual conflicts; assist with reviewing and approving deliverables and payment milestones; and prepare correspondence on behalf of the Authority, as appropriate and whenever requested. Cit Com will track Versaterm's adherence to the contract throughout the implementation and independently review in-process and completed deliverables for each milestone within the following compliance areas:

Contract Compliance Elements

- Adherence to the Statement of Work.
- Adherence to the Project Plan roll out.
- Participating in weekly meetings to discuss any issues with contract compliance.

In-Process Deliverables

- Determination as to whether-in process deliverables are on schedule.
- Identification of any changes in the scope or direction of project deliverables, and evaluation of any changes for adequate documentation.
- Preparation relevant change orders and approval within the Authority.
- Evaluation of in-process deliverables for consistency with identified business and system requirements.
- Evaluation of in-process deliverables to determine whether the deliverables meet the needs of subsequent phases.

Implementation Assistance Proposal for the SBRPCA|

Versaterm-Completed Deliverables

- Completed deliverable timeliness.
- Completed deliverables to be consistent with identified business and system requirements.
- Completed deliverables to be comprehensively and adequately documented.
- Evaluation of completed deliverables to determine if the deliverables meet the needs of subsequent phases.
- Evaluation of any omitted scope (or functionality) for adverse consequences due to the omission.

Deliverable documents to be reviewed include those identified in the requirements, interface control document, the test plan), as well as other significant deliverables to be provided by either Versaterm or the Authority's implementation team.

CAD Configuration Workshop Management*

Cit Com will assist the implementation team in successfully completing the three product configuration workshops. Cit Com will attend all three weeklong workshops with the Authority's team, and provide the following:

Pre CAD-Workshop Preparation

Versaterm's methodology requires the Authority to undertake several technical and business tasks prior to the start of the first workshop (i.e., establishing a VPN or AWS connection to vCloud; preparing a workshop environment with Versaterm products pre-installed, etc.). Cit Com will take ownership for each advanced task, ensuring that the organization and people are ready for the first workshop.

Ensuring CAD Workshop Assignments are Captured, Assigned, and Completed

Cit Com will attend each workshop to assist the Authority in responding to Versaterm questions and capturing questions/follow-up action items for subsequent workshops. Working with Administration, Cit Com will identify recommendations and specific assignments for individuals to complete prior to the next workshop. Cit Com will provide weekly interim checkpoints to measure progress and ensure assignments are complete prior to the deadline (typically the next workshop).

Risk Management

In addition to providing an initial risk management assessment (including the identification of all known and triaged implementation risks, with mitigation strategies), Cit Com will also provide risk management updates to the Authority throughout the implementation.

Prepare System Test and Acceptance Plan

Cit Com will assist the implementation team and Versaterm in the preparation of a detailed system test and acceptance plan. Cit Com's plan will include the following:

Assist in Developing the Testing Approach

Versaterm doesn't provide clients with test plans. Therefore, Cit Com will provide the base CAD test plan for the new systems using Versaterm's response to the RFP. Based on the unique capabilities of the Authority's system, the order and precedence of system testing will be defined. An overall schedule and estimate of time required to complete system testing will be developed, and relationships between tests will be identified (i.e., which tests must be successfully completed to continue testing).

Assist in Acceptance Process*

Based on the contract requirements Versaterm's response to the RFP, system (and interface) capabilities, and contractual performance requirements, we will guide the Authority through the acceptance process. For each aspect of the testing, the contract identifies the following metrics:

- Test Description
- Source Requirements or Specification
- Required Test Data, Equipment and Personnel
- System Configuration for Test
- Test Schedule and Time Requirements
- Special Requirements for Testing
- Expected Results
- Range of Acceptable Limits for Results
- Forms for Logging Results
- Certification of Completion

<u>Training</u>

Cit Com will coordinate all onsite training with the Authority, including the following:

- Prepare Initial Training Environment (used during Configuration Workshops)
- Prepare End-User Training Environment(s)

- Schedule Application, Technical, and Administrative Training in a Published Training Calendar
- Document Training Curriculum
- Coordinate with Authority Training Staff (to align work schedules with required application training, in advance of go-live with "just in time" training)

Upon the completion of end-user training, Cit Com will survey end-users regarding their training experience to assess their comprehension of the material, and to solicit feedback regarding positive and negative training experiences. In the past, agencies have found the information useful, as it enabled them to calibrate their training according to the unique needs of their personnel.

Review and Tailor Versaterm Training and User Documentation

Cit Com will review Versaterm's documentation for completeness and identification of test points.

Cit Com will also recommend additional documentation required for the Authority to repeat testing or verify measurements on a periodic basis. Lastly, Cit Com will assist the Authority in preparing customized shortcut guides for CAD and CAD Mobile (to assist Officers and Firefighters with the transition from Tiburon to Versaterm).

Assist with Final System Design and Installation

After completion and approval of the configuration documentation, the focus of the project will be on ensuring that all components of the system are coordinated and installed according to the final system design. Cit Com will document operational and control procedures, as needed, and assist the implementation team with resolving any remaining design and installation issues.

Assist with Cutover/Go-Live Preparations*

Cutover requires a significant degree of preparation in the weeks, days, and hours leading up to the target go-live. Having recently assisted several agencies with preparing for their Versaterm cutovers, Cit Com will provide best practices and a complete Cutover/Go-Live Plan, detailing:

- Critical Success Factors
- Versaterm/Authority Communications
- Identification of Cutover Leads
- Cutover/Go-Live Logistical Support
- Support Roles and Responsibilities
- Versaterm Roles and Responsibilities
- Technical Plan
- Role of Superusers
- Cutover/Go-Live Timelines
  - 21 Days Prior
  - 14 Days Prior
  - 7 Days Prior
  - 1 Day Prior
  - Final 12-Hour Countdown
- Issue Reporting Procedure
  - During the Cutover/Go-Live Period
  - After the Cutover/Go-Live Period
- Transition to Support
- Supporting Contract Elements
- Directory (Cell, Email, Teams Links)

Post Installation Coordination

Following the successful cutover/go-live, Cit Com will oversee and manage the reliability and performance test periods, along with the outstanding punch-list. Following the successful reliability and performance test, Cit Com will document any outstanding issues and their resolution before preparing the final acceptance documentation (once issued, the Authority will begin the subscription period with Versaterm).

*indicates on-site attendance

ATTACHMENT B: SCHEDULE OF FEES

DESCRIPTION OF WORK	HOURS FORECAST	COST ESTIMATE
PROJECT MANAGEMENT:	500 HOURS	$110,000
JDIC/CLETS APPLICATION:	200 HOURS	$44,000

Project Management: A maximum of five hundred (500) hours distributed over sixty-four(64) weeks (April 2025 -July 2026) at the current rate of $220/hour, or $110,000

JDIC/CLETS APPLICATION: A maximum of two hundred (200) hours distributed over sixty-four(64) weeks (April 2025 -July 2026) at the current rate of $220/hour, or $44,000

D-4
Attachment 2

AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND CIT COM FOR PUBLIC SAFETY CONSULTING SERVICES

The Professional Services Agreement, made as of April 15, 2025, between the South Bay Regional Public Communications Authority ("Authority") and Cit Com, a sole proprietorship, ("Contractor") is hereby amended by this Amendment No. 1 ("Amendment"), effective as of May 19, 2026.

A. On April 15, 2025, the Authority and Contractor entered into the Agreement to provide Public Safety consulting services from April 15, 2025 through April 15, 2027

B. The Agreement provides for a maximum compensation amount of $110,000 for project management.

C. The Authority desires to increase the maximum compensation amount to $160,000.

NOW, THEREFORE, the parties amend the Agreement as follows:

1. Section 4 is amended to read:

"Compensation and Payment**.** Client shall pay Consultant compensation at the rate of Two Hundred and Twenty Dollars ($220.00) per hour for all services to be provided pursuant to the implementation and management of the Versaterm CAD portion of the Agreement, not to exceed One Hundred and Sixty Thousand Dollars ($160,000) without prior CLIENT approval.

2. Attachment B: Schedule of Fees is amended to read:

ATTACHMENT B: SCHEDULE OF FEES

DESCRIPTION OF WORK	HOURS FORECAST	COST ESTIMATE
PROJECT MANAGEMENT:	725 HOURS	$160,000
JDIC/CLETS APPLICATION:	200 HOURS	$44,000

Project Management: A maximum of seven hundred and twenty five (725) hours distributed over sixty-four (67) weeks (April 2025 - April 2027) at the current rate of $220/hour, or $160,000

JDIC/CLETS APPLICATION: A maximum of two hundred (200) hours distributed over sixty-four (64) weeks (April 2025 - April 2027) at the current rate of $220/hour, or $44,000

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

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

By: ________________________________
Mike Saffell, Interim Executive Director

CIT COM

By:
____
William Romesburg, Consultant

D-5

Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: May 19, 2026

ITEM NUMBER: D - 5

TO: Executive Committee

FROM: Mike Saffell, Interim Executive Director
Megan Cunningham, Administrative Services Manager

SUBJECT: APPROVAL OF PURCHASE OF MICROWAVE LINK FROM PACIFIC CORPORATE TOWERS TO BEACH CITIES HOSPITAL THROUGH COMMLINE

ATTACHMENT: 1. Quote for Microwave Link from Pacific Corporate Towers to Beach Cities Hospital Provided by Commline

RECOMMENDATION

Staff recommends that the Executive Committee approve the purchase of an upgraded microwave system link (Cambium PTP 850), in the amount of $61,100.00.

DISCUSSION

The current microwave system was procured in 2014, and purchased with 2012 State Homeland Security Grant Program (SHSGP) funding. The current microwave network consists of 14 links total, which is configured in a “RING” network for redundancy.

This “Mission Critcal” network provides “Transport” between the South Bay Regional Public Communications Authority radio communication sites, and supports our Conventional radio communications network, Dispatch radio system, and INSB radio communication system.

The system has provided 99.995% (percent) reliability of the system for the past 12 years; however, the life cycle has ended. The current microwave link between Pacific Corporate Towers and Beach Cities Hospital is a Cambium PTP 800, which has been discontinued from the manufacturer (end of life) since October of 2017 and end of support as of September of 2019.

Commline has maintained the system using used components and spares, but those resources are no longer available.

The Cambium PTP 850 is a direct replacement of the failing link, and will support the current transition plan for replacement of the entire network.

Due to Commline's ongoing contractual services and maintenance of the Authority's radio and network infrastructure, as well as its specialized knowledge, expertise, and management of the Authority's radio communications system, Commline is the sole source qualified to provide this type of installation.

FISCAL IMPACT

None. Funds are available in the current FY25-26 Adopted Budget due to salary savings.

D-5
Attachment 1

COMMLine inc.
www.commlineinc.com

13700 Cimarron Ave., Gardena, CA 90249
P: (310) 390 – 8003 F: (310) 390 - 4393

REQUEST FOR QUOTE

DATE:	5/4/2026	**SALES REP:**	Ryan Narimatsu
			ryan.narimatsu@commlineinc.com

BILL TO:		***SHIP TO:***	
COMPANY:	SBRPCA	**COMPANY:**	Same
ATTENTION:	Megan Cunningham	**ATTENTION:**	
ADDRESS:	4440 W Broadway	**ADDRESS:**	
CITY/ST/ZIP:	Hawthorne, CA 90250	**CITY/ST/ZIP:**	
PHONE:	(310) 973-1802 Ext. 103	**PHONE:**	
EMAIL:	mcunningham@rcc911.org	**EMAIL:**	

RE: South Bay Beach Cities Hospital to PCT Link

QTY	*MODEL/PART #*	*DESCRIPTION*	*UNIT COST*	*EXT COST*
	Hardware			
1	CIP50SRW01	PTP850C 18 GHz with antennas	$ 25,927.00	$ 25,927.00
1	CAES256	AES 256 bit	$ 4,254.54	$ 4,254.54
2	CKIT0530	Cable Kit - Cat 5 up to 300'	$ 887.50	$ 1,775.00
2	CKITPWR	Cable Kit - power cable	$ 736.25	$ 1,472.50
1	MWSOM35	Materials - Ground, Stand-offs, Misc	$ 812.50	$ 812.50
		Hardware Sub-Total:		**$ 34,241.54**
	Labor			
1	LABOR SUB LMR	Install, Align, Test Microwave, Assemble and install 2' antenna mounts, Includes cable installation	$ 19,840.00	$ 19,840.00
1	LABOR SUB LMR	FCC Licensing	$ 2,312.50	$ 2,312.50
		Labor Sub-Total:		**$ 22,152.50**
	Freight			
1	FREIGHT	Shipping for Equipment and Services	$ 1,112.50	$ 1,112.50
		Freight Sub-Total:		**$ 1,112.50**
	Note:	Quote good for 30 days		

Special Notes:		
	Hardware	$ 34,241.54
	Tax (10.5%)	$ 3,595.36
	Labor	$ 22,152.50
	Freight	$ 1,110.60
	GRAND TOTAL	**$ 61,100.00**
Customer Approval Signature	**PO #**	**Date**

I agree to the terms and conditions set forth in this proposal. A 20% cancellation charge will apply to canceled orders.

D-6

Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: May 19, 2026

ITEM NUMBER: D - 6

TO: Executive Committee

FROM: Mike Saffell, Interim Executive Director
Megan Cunningham, Administrative Services Manager

SUBJECT: APPROVAL OF PURCHASE OF WESTNET'S RADIO INTERFACE CONTROLLER SOFTWARE TO MAINTAIN FIRE ALERTING FUNCTIONALITY FOR THE VERSATERM COMPUTER AIDED DISPATCH (CAD) SYSTEM

ATTACHMENT: 1. Quote for Westnet's Radio Interface Controller with Automated Voice Dispatch System (AVD) For the Versaterm CAD System

RECOMMENDATION

Staff recommends that the Executive Committee approve the purchase of Westnet software with Automated Voice Dispatch (AVD) to maintain fire alerting functionality in Versaterm CAD in the amount of a one-time fee of $173,959.75.

DISCUSSION

The Authority currently utilizes Westnet's First-In Fire Station Alerting System for fire alerting. Westnet First-In is a zoned notification system that uses remote alerting modules strategically placed throughout fire stations to notify fire and EMS personnel of emergency calls quickly, safely, and efficiently.

The system provides essential call information through ramped, cardiac-kind tones and visual alerting devices, allowing crews to receive key response details as quickly as possible. First-In is a reliable, modular system designed to support fire station alerting needs for departments of varying sizes.

As part of the Authority's transition from the Tiburon CAD system to Versaterm CAD, the Authority must obtain Westnet's radio interface controller to maintain fire alerting functionality after go-live. The radio interface controller receives commands from CAD, translates those commands for each station, and sends and receives acknowledgements related to station activity, including whether bay doors opened and whether alerting tones were activated.

In 2012, Westnet stopped permitting CAD vendors to hard code alerting features into CAD systems and began requiring agencies to utilize Westnet radio interface controllers for CAD integration. Accordingly, to continue using the Westnet First-In Fire Station Alerting System with Versaterm CAD, the Authority must complete this system upgrade.

This upgrade will preserve existing fire station alerting functionality and will also support Automated Voice Dispatch capabilities.

As Westnet is the sole provider capable of delivering this interface functionality for the Versaterm CAD, competitive bidding is not required.

FISCAL IMPACT

None. Funds are available in the approved capital improvement project for the new Computer-Aided Dispatch (CAD) System.

D-6
Attachment 1

15542 Chemical Lane
Huntington Beach, CA 92649
Phone: 714-548-3500 Fax: 714-901-5610
www.FirstInAlerting.com

Quote: South Bay Regional Public Communications Authority Dispatch Platform System with AVD Revised

To: Josh Armstrong

From: Rick Sanft

,

310-901-0471

Summary

Total Amount:	**$173,959.75**	Quote ID:	Q-11363-J2T6 Revision: 1
Shipping Method:	Ground	Date:	4/28/2026
Payment Terms:	Net 30	Effective To:	7/27/2026

Description: This quote is for South Bay Regional Public Communications Authority Dispatch Platform System with AVD Revised to cover two (2) El Segundo Fire Stations, three (3) Culver City Fire Stations, and two (2) Manhattan Beach Fire Stations including installation and technical support. Quote includes the Radio Interface Controller (Lite) with 2 Keypads, four (4) Client Workstations and the Automated Voice Dispatch System and Editor.

Clarifying Comments: This quote is based upon installation occurring in 1 trip. If the station is not ready and additional trips are required, customer agrees to pay additional fees. Customer is responsible for all network connectivity between dispatch and station, as well as the CAD interface if network activation is desired. Customer to provide VPN access to Westnet for remote adjustments and support.

Client is responsible for all other integration and VPN access for Westnet. The client will need to provide a radio for the First-In Radio Interface Controller, and the installed radio will need an outside antenna with proper grounding. Client to supply and program any radio needed to control traffic lights, warning lights or other interfaces necessary.

The quote includes prevailing wage rates. The Customer is responsible for the difference in sales and use tax if applicable. If tax-exempt, please email the tax-exempt form to accounting@westnetpublicsafety.com. Payment terms are net 30 with payment milestones. The quote does not include permits or bonds.

Quote Revised 4/27/26 to remove 2 Workstations.

Shipping Information

Ship To:

Bill To:

Details

Product ID	Product	QTY	Price	Sub Total
AVD	Automated Voice Dispatch System	1.00	$30,923.00	$30,923.00
AVD-EDT	Automated Voice Dispatch Word Editor	1.00	$3,521.00	$3,521.00
FRIC-LT	Radio Interface Controller (Lite) with 2 Keypads	1.00	$16,500.00	$16,500.00
PLAT-CLIENT-WS	Platform Alerting Workstation with Client Software	4.00	$2,009.00	$8,036.00
PLAT-CORE-01S	Westnet Alerting Platform 1 Station License Package	2.00	$1,503.00	$3,006.00
PLAT-CORE-05S	Westnet Alerting Platform 5 Station Package	1.00	$5,409.00	$5,409.00
PLAT-CORE-SFT-10	Platform Core Server Software (up to 10 Stations)	1.00	$21,995.00	$21,995.00
PLAT-SVR	Platform Server	1.00	$17,995.00	$17,995.00
TR-IM	Trunked Radio Interface Module	1.00	$2,833.00	$2,833.00

NOTES:

1. In the event that taxes, other than sales tax apply to the purchase of this equipment, said taxes will be paid by the customer.
2. Quote is based on a properly working and installed CAD, radio system(s), station radio(s) and does not include costs for repair or modifications of the CAD, radio system(s), or station radio(s).
3. Any equipment drawings included with this quote are for quoting purposes only and are not to be used as working drawings unless such drawings are labeled "Installation Drawings". See attached Limited Warranty.

Equipment Total	$110,218.00
Install Supplies	$195.00
Total Tax (10.250 %)	$11,317.33
Shipping and Handling	$925.00
Station Equipment Install	$0.00
FiAP Install, Commissioning, and Testing	$27,796.67
FiAP Training	$3,700.00
Year 1 Configuration and Technical Support	$16,107.75
Project Coordination	$3,700.00
Total Amount	**$173,959.75**

Manufacturer's warranties apply on all parts. First-In warranty is provided by Westnet and consists of one-year parts and labor. Warranty does not apply to damage resulting from outside agencies or extraneous circumstances. Installation labor for any other items is ninety days. This quote is based on the reasonable assumption that the fire station is prepared to accept the above listed parts and that any existing equipment involved with the fire station alarm be in good working order or that it will be prior to commencement of the First-In installation. Westnet has made reasonable attempts to verify that conditions are satisfactory such that installation may occur.However, should an occurrence arise where further parts, labor and/or engineering are required, the customer may be billed at the Purchase Order rate. Any additional parts, labor and/or engineering exceeding $250 will have prior approval, unless otherwise specified by the customer prior to commencement.

If payment is not received by 30 (thirty) days from the date of invoice, a late charge of 1.5% per month of the unpaid balance will be charged to that particular invoice.

Print Name: ______________________________ Title: ______________________________

Signature: ______________________________ Date: ______________________________

Email Address: ____

D-7

Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: May 19, 2026

ITEM NUMBER: D - 7

TO: Executive Committee

FROM: Mike Saffell, Interim Executive Director
Megan Cunningham, Administrative Services Manager

SUBJECT: APPROVAL OF PURCHASE OF THE REPLACMENT OF ALL LEGACY NETWORK SWITCHES AT ALL RCC RADIO TOWER SITES THROUGH NTH GENERATION.

ATTACHMENT: 1. Quote for Legacy Network Switches for Radio Tower Sites
2. Capital Improvement Project Information Sheet

RECOMMENDATION

Staff recommends that the Executive Committee approve the purchase of the replacement of the Legacy Network Switches at all RCC radio tower sites in the amount of $97,923.72 through Nth Generation.

DISCUSSION

Part of the FY25-26's approved Capital Improvement Projects include replacement of the legacy network switches at all RCC Radio Tower Sites.

Staff is requesting approval to purchase replacement network switching equipment in support of the radio tower network that supports radio communications for our cities and INSB. The proposed purchase includes network switches, related power supplies, interface modules, support licensing, and professional services for the design, configuration, staging, installation, migration, and testing of all equipment. The quoted total includes hardware, three years of support, professional services, and applicable tax.

This purchase is necessary to replace network switching equipment at our radio tower sites that is approaching ten years old and has reached both end-of-life and end-of-support status. These switches support critical public safety network connectivity between multiple locations, including Gardena, Punta, South Bay Hospital, Hawthorne, and El Segundo. The existing equipment is no longer a reliable long-term platform, and we no longer have the ability to obtain replacement parts, manufacturer support, or timely repair service due to the age of the equipment. Continued reliance on this aging infrastructure creates an operational risk for systems that support public safety communications and day to day regional connectivity.

The scope of work includes replacement of five network nodes within the primary network ring. The vendor will provide professional services for network design, configuration development, staging, rack/stack, after-hours cutover support, failover and redundancy testing, monitoring validation, documentation, and knowledge transfer to the Information Technology (IT's) technical staff. The project includes planned after-hours migrations to minimize operational disruption to production public safety systems.

Approval of this purchase is recommended to reduce the Authority's exposure to network failure, maintain reliable public safety connectivity, and ensure that critical regional systems remain supported and operational. Replacing this equipment now allows the Authority to perform the migration in a controlled and planned manner, rather than responding to an emergency failure where parts, vendor support, or replacement equipment may not be readily available.

The equipment was quoted through Nth Generation under the State of California NASPO contract, negating the need for competitive quotes.

FISCAL IMPACT

None. Funds for this project were approved and appropriated in FY24-25. The project was not completed in FY24-25, thus the Board approved a carry-over of funds to the current fiscal year FY25-26 in the amount of $250,000.00.

D-7
Attachment 1

Account Manager:	James Gonzalez	Email:	james.gonzalez@nth.com
Inside Sales:	Mifi Stewart	Email:	mifi.stewart@nth.com
Email Orders To:	orders@nth.com	Phone:	949-752-4420x397

Quote Date: 04/27/2026 **Quote Expires: 05/27/2026** **Quote #: 177031**

Quoted to:
Josh Armstrong
South Bay Regional Public Communications Authority
4440 West Broadway
Hawthorne, CA 90250

Ship to:

Extreme Switching 5420F 48- 3 year

PART#	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	TAX
NASPO-7-20-70-47-03-EXTREMENETWORKS		The following was quoted in accordance with State of California NASPO PA (#7-20-70-47-03) contract.			
		Hardware			
5520-48T-ACDC-BASE	2	5520 48 10/100/1000BASET FDX/HDX MACsec capable ports 2 stacking/QSFP28 ports 1 unpopulated VIM slot 3 unpopulated modular fan slots 2 unpopulated modular PSU slots AC or DC PSU capable. Duration	$4,814.00	$9,628.00	Y
17115	15	X870 X690 X590 5520 Fan Module Front-to-back airflow Duration	$201.00	$3,015.00	Y
XN-DCPWR-550W-FB	5	550 Watt DC Power Supply Module - Front to Back airflow Duration	$1,343.00	$6,715.00	Y
5520-VIM-4X	5	5520 Versatile Interface Module with four 10GbE SFP+ ports supported on ExtremeSwitching 5520 Duration	$947.00	$4,735.00	Y
5520-24T-ACDC-BASE	3	5520 24 10/100/1000BASET FDX/HDX MACsec capable ports 2 stacking/QSFP28 ports 1 unpopulated VIM slot 3 unpopulated modular fan slots 2 unpopulated modular PSU slots AC or DC PSU capable. Duration	$3,227.00	$9,681.00	Y
XN-ACPWR-550W-FB	5	550 Watt AC Power Supply Module - Front to Back airflow Duration	$965.00	$4,825.00	Y
10061	5	PWR CORDNEMA10ANEMA 5-15PC13ST Duration	$13.00	$65.00	Y

Account Manager:	James Gonzalez	Email:	james.gonzalez@nth.com
Inside Sales:	Mifi Stewart	Email:	mifi.stewart@nth.com
Email Orders To:	orders@nth.com	Phone:	949-752-4420x397

Quote Date: 04/27/2026 **Quote Expires: 05/27/2026** **Quote #: 177031**

Quoted to:
Josh Armstrong
South Bay Regional Public Communications Authority
4440 West Broadway
Hawthorne, CA 90250

Ship to:

Extreme Switching 5420F 48- 3 year

PART#	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	TAX
				$38,664.00	
		Support			
97307-5520-48T-ACDC-BASE	2	EW 4HR AHR RMA Only 5520-48T-ACDC-BASE Duration 3YR	$1,574.00	$3,148.00	N
97307-5520-24T-ACDC-BASE	3	EW 4HR AHR RMA Only 5520-24T-ACDC-BASE Duration 3YR	$819.00	$2,457.00	N
EP1-STD-TC-S-C-EW-3YR	5	Extreme Platform ONE Standard Networking Right-to-use and EW TAC OS Support for one (1) device of Tier C for three (3) years Duration 3YR	$1,729.00	$8,645.00	N
				$14,250.00	
		Services			
PS-ESU-1	13	EXTREME SERVICE UNITS SINGLE Duration 1YR	$3,150.00	$40,950.00	N
				$40,950.00	

Account Manager:	James Gonzalez	Email:	james.gonzalez@nth.com
Inside Sales:	Mifi Stewart	Email:	mifi.stewart@nth.com
Email Orders To:	orders@nth.com	Phone:	949-752-4420x397

Quote Date: 04/27/2026 **Quote Expires: 05/27/2026** **Quote #: 177031**

Quoted to:

Josh Armstrong
South Bay Regional Public Communications Authority
4440 West Broadway
Hawthorne, CA 90250

Ship to:

Extreme Switching 5420F 48- 3 year

PART#	QTY	DESCRIPTION	UNIT PRICE	EXT PRICE	TAX

Quote Subtotal	**$93,864.00**
Tax Rate 10.500%	**$4,059.72**
Est. Shipping *	
Payment Terms	**UNDER REVIEW**
TOTAL DUE	**$97,923.72**

* Thank you for allowing Nth Generation to provide you with the above quotation. Charges for Shipping will be additional. If you require an estimated shipping cost prior to issuing a purchase order, please contact your sales or inside sales rep. This quotation is the sole property of Nth Generation Computing, Inc. and is intended as an offer to sell goods and services to the client named in this quote. This document may not be reproduced, or provided to parties outside this organization, without written consent of Nth Generation Computing, Inc.

Remit to: Same Address
DUNS #: 78-1123211
Federal ID #: 33-0451285
CAGE Code: 0YVL1
FOB: Destination
Ship Via: Fedex Ground/UPS / Your designated carrier
Terms: Net 30 (On Approved Credit)

Nth GENERATION COMPUTING, INC.

STANDARD TERMS AND CONDITIONS OF SALE

THE TERMS AND CONDITIONS SET FORTH BELOW CONSTITUTE THE ENTIRE AGREEMENT BETWEEN NTH GENERATION COMPUTING, INC. ("Nth"or "Vendor") AND CLIENT WITH RESPECT TO THE PURCHASE OF THIRD PARTY PRODUCTS OR SOFTWARE ("PRODUCTS"), THIRD-PARTY MAINTENANCE SERVICES ("MAINTENANCE"), AND/OR NTH INSTALLATION AND/OR PACKAGED AND/OR NTH CONSULTING SERVICES ("SERVICES") IDENTIFIED IN THE ATTACHED Nth QUOTE UNLESS A SIGNED WRITTEN AGREEMENT FOR THE PURCHASE OF SUCH PRODUCTS, MAINTENANCE AND/OR SERVICES IS IN EFFECT BETWEEN CLIENT AND NTH. IN THE EVENT OF A CONFLICT BETWEEN SUCH AN AGREEMENT AND THESE STANDARD TERMS AND CONDITIONS OF SALE, SUCH AGREEMENT SHALL CONTROL.

1. DEFINITIONS FOR Nth TERMS & CONDITIONS

"Change Order" means the document executed by the Parties identifying a modification to a SOW on a Project.
"Client" or **"Customer"** means those persons or entities that have entered into this Agreement with Nth whereby Nth will provide onsite or remote technical services as described herein.
"Confidential Information" means any confidential or proprietary information of a Party, whether of a technical, business or other nature (including, but not necessarily limited to, trade secrets, knowhow and information relating to the technology, Clients, business plans, promotional and marketing activities, finances and other business affairs of such Party).
"Effective Date" means the date on which the SOW is signed and dated by a duly authorized representative of both Parties.
"Project" is the term used for general reference, to describe a SOW being performed by Vendor for the Client, either remotely or at the site of the Client.
"Service(s)" shall mean the providing of qualified, and as required, certified engineering and security consultant skills of Nth to conduct on-site or remote technical services for a Project.
"SOW" shall mean any Statement of Work outlining the details for each individual Service(s) with respect to a Project.
"Term" means the period described in the paragraph "Term and Termination" of the SOW.

2. CUSTOMER ORDER. Client may accept the attached Nth offer to sell ("**Quote**") by issuing a purchase order in response to such Quote or signing such Quote (each accepted Quote constitutes a *Customer Order*). Client shall be deemed to unconditionally accept these terms and conditions by issuing such purchase order or signing such Quote. If the Quote includes Services, the Statement of Work must also be signed. No terms and conditions specified or preprinted on any Client purchase order or other form of acceptance shall add to or modify these terms and conditions.

3. PRICES AND TAXES. All Quotes are valid for thirty (30) days unless otherwise specified. All invoice prices are those specified in the Quote accepted by Client. Prices do not include applicable taxes, impositions and other charges, including: sales, use, excise, value added and similar taxes or charges imposed by any governmental authority and import duties unless expressly identified and itemized. Prices do not include freight, handling or insurance unless expressly identified and itemized. Products, Maintenance or Services purchased for delivery outside of the United States may be subject to required and non-recoverable Value Added Tax or similar indirect sales related taxes (collectively, "**VAT**"), and Client hereby agrees to reimburse Nth for the total amount of such VAT incurred, which will be invoiced as an international logistics fee.

4. TRADE-INS. If a Customer Order includes a trade-in allowance, then Client shall comply with the return requirements of the manufacturer's trade-in agreement. Any such trade-in goods must be received by the manufacturer on or before the date specified in the trade-in agreement or, if no such agreement exists, by the sooner of the date specified in a Quote or sixty (60) days from delivery of the replacement goods. If Client fails to return trade-in goods as required, the trade-in allowance shall be forfeited and Client will pay Nth for the trade in allowance amount.

5. PAYMENT AND INVOICING TERMS. Payment in full of all invoices is due thirty (30) days from date of invoice. Client agrees to pay the entire net amount of each invoice without offset or deduction. Payment terms are subject to Client maintaining a credit status acceptable to Nth. If Nth believes in good faith that Client's ability to make payments may be impaired or if Client fails to pay any invoice when due, Nth may suspend delivery of any order or any remaining balance thereof until such payment is made or cancel any order or any remaining balance thereof, and Client shall remain liable to pay for any Products already shipped and services performed. Invoices for Products are issued upon shipment of Products from the manufacturer. Invoices for Services are invoiced prior to the scheduled start of any Service for Nth packaged services and third-party services, or at the time of equipment shipment if Services will be performed in connection with a Product order, or at milestones specified in the Quote for Nth Time and Materials type of services. Nth will assess a late payment fee of one and one half percent (1.5%) of the outstanding balance per month for each month, or partial month, on any undisputed invoice that remains unpaid beyond its due date. Client will pay any and all collection costs and reasonable attorney fees incurred by Nth to effect settlement of any undisputed past due invoice. However, should collection efforts and/or litigation be necessary to collect on any outstanding accounts that cannot be settled, all attorney fees and costs of collection expended by the prevailing party, shall be borne by the losing party. Payment by Visa, MasterCard and American Express are accepted only on orders under $5,000. Invoices paid by credit card are subject to a 2.9% convenience fee surcharge. Products shipped to an Nth facility for Services will be invoiced upon shipment from the Nth facility. Upon written request by Client prior to acceptance of Quote, Nth will cooperate with Client's third party leasing company to facilitate payment of the Customer Order by the leasing company. Notwithstanding the foregoing, Client remains primarily responsible and liable for complete and timely payment of all invoices issued hereunder. Any Products delivered to an Nth facility for Services will be shipped to Client no later than ten (10) days after completion of such Service and Client shall accept delivery of all such Products. If Client requests a delay in the delivery date for Products, and Products are ready for shipment, Nth reserves the right to invoice Client for such products on the date they are ready for shipment and Client agrees to pay such invoices within thirty (30) days.

6. SHIPPING AND DELIVERY. All shipments by Nth are F.O.B. shipping point, subject to Nth right of stoppage in transit, title and risk of loss to Products shall pass to Client upon delivery to the carrier or when loaded on an Nth vehicle for delivery to Client. Client is responsible for all freight, handling and insurance charges which shall be in addition to the price of the Products in the Quote. The carrier is not an agent of Nth and in no event shall Nth have any liability for loss or damage during shipment. Nth shall endeavor to initiate shipment and schedule delivery as close as possible to Client's requested delivery dates and Client acknowledges that any delivery dates provided by Nth are estimates only. Nth shall not be liable for any delay in delivery or for failure to give notice of such delay. Client shall accept and pay for partial shipments of Products in accordance with the payment provisions in Section 4.

7. CANCELLATION OF ORDERS. No Customer Order for Products or Maintenance may be cancelled or modified without Nth's written consent. If Nth consents to a Client cancellation or modification request, Client agrees to pay all actual resulting costs, expenses and fees incurred by Nth from the manufacturer, the supplier and/or its shippers. Customer Orders for Services may be cancelled with ten (10) business days prior written notice. Client will pay for all Services delivered through the date of cancellation.

8. RETURN POLICY. All sales are final other than for Products that do not meet manufacturer specifications or that are not included in the Customer Order. Client must immediately notify Nth, in writing, of any damaged or defective Products or discrepancy in shipment quantity or type and request a Return Material Authorization ("**RMA**") consistent with the manufacturer's return policies. All RMAs issued are valid for the period of time allowed by the manufacturer after which time the RMA will be cancelled. No return of Products will be accepted without an RMA. A non-refundable credit for properly returned items, less any restocking or other related charges imposed by the applicable third party manufacturer or supplier, will be entered against Client's account for the returned items. Products returned due to a shipping error or in accordance with warranty terms are not subject to restocking fees and any resulting credit is refundable to Client, at Client's option. Client must ship returned Products prepaid to the specified warehouse location. Nth will reimburse Client's shipping costs for Products returned due to a shipping error.
Returned Products must be in the original shipping cartons, undamaged, unused and unaltered. Opened software is not returnable. Nth shall have the right to reject return of items and/or impose additional charges, which Client agrees to pay, for any equipment received without an RMA and/or in a condition other than described. Returns for used or refurbished equipment are not accepted.

9. MAINTENANCE. Any Maintenance resold by Nth hereunder is subject to the terms and conditions for such services identified by the manufacturer or third party provider. Nth is not a party to any such manufacturer or third-party terms and conditions.

10. SOFTWARE. Any software delivered under this Agreement is subject to the license terms provided with it. All software license terms are established directly between the Client and the owner or licensor of the software. Nth is not a party to any such software license and makes no warranties or representations related to the ownership, use or operation of the software.

11. SERVICES. Client may purchase Nth Services identified in a Quote and any associated Statement of Work ("**SOW**"). The SOW may contain terms and conditions, business hours, service pre-requisites and Client responsibilities that apply in addition to these, standard, Terms and Conditions. Security arrangements and access for Nth at the Client's location is the responsibility of Client. Service prices for installations assume Client provides a complete list of the installation sites at least two (2) weeks prior to the Services commencement. Client will notify Nth in writing of cancellations of scheduled site visits no less than five (5) business days prior to such scheduled site visit. Client changes to the number of devices/office locations to be implemented may result in changes to prices and delivery requirements. Other than Client Content, Nth retains ownership rights to all intellectual property, including but not limited to all methodologies, tools, techniques or software, used or developed by Nth during and as a result of Services provided hereunder. *Client Content* means the specific data that results from the delivery of the Service and that is unique to the Client, including Client's systems design and configuration specifications and related reports.

11.1. Relationship of Parties.

11.1.1. Relationship. The SOW shall control the relationship between Nth and Client but only to the extent so far as Nth is providing Services for a Project pursuant to the SOW as more fully defined therein. To the extent of a conflict between the SOW and any other agreement between Nth and Client, the SOW is limited to the application as set forth above and shall control in the applicable context. In connection with other agreements between the Parties, the other agreements shall control in their applicable context.

11.1.2. Nth Subcontractors. Client desires Nth to perform the Services set forth in the SOW. In its sole discretion, Nth may use subcontractors to perform the Services.

11.1.3. Agreement Modification. The only means by which the Parties may modify the SOW is by mutual agreement as evidenced by a written Change Order or other mutually acceptable change form that has been executed by both Parties and attached to and made part of the SOW. The written Change Order shall detail the impact to deliverables, cost and schedule. Client shall not be obligated to pay for any modification to the Services and Nth shall not be obligated to perform any modification to the Services in the absence of a duly executed Change Order signed by the Parties hereto.

11.1.4. Independent Contractor. Neither Nth nor its employees is an employee of Client for any purpose whatsoever, but is an independent contractor. Nth and its employees will have sole control over the manner and means of performing Services under the SOW. Client will not have the right to require that Nth or its employees to do anything that would jeopardize the relationship of independent contractor between Client and Nth or its employees. Nth and its employees do not and will not hold themselves out as having any right, power or authority to create any contract or obligation, either express or implied, on behalf of, or binding upon Client unless Client will consent with prior written authorization. Nth will have the right to appoint and will be solely responsible for Nth employees and subcontractors. All Nth employees, agents, and representatives will work at Nth's expense and supervision, and will not have any claim against Client for compensation or reimbursement.

11.2. Waiver, Amendment, Modification. No waiver, amendment or modification of the SOW will be effective unless in writing and signed by an authorized representative of both parties. No waiver by any Party of any default in performance by the other Party under the SOW or of any breach or series of breaches by the other Party of any of the terms or conditions of the SOW will constitute a waiver of any subsequent default in performance under the SOW or any subsequent breach of any terms or conditions of that SOW. Performance of any obligation required of a party under the SOW may be waived only by a written waiver signed by a duly authorized officer of both parties, that waiver will be effective only with respect to the specific obligation described in that waiver.

11.3. Cancellation Fee. Should Client terminate the SOW without cause with notice of less than 30 days prior to the scheduled beginning of the project, Nth reserves the right to charge and Client agrees to pay a cancellation fee of 50% of the total quoted fees set forth in the SOW plus all incurred non-refundable travel expenses. If cancelled less than five (5) business days prior to the scheduled beginning of the project, a cancellation charge of 100% of the total fees plus all incurred non-refundable travel expenses will be invoiced. SHOULD CLIENT POSTPONE SCHEDULED SERVICES WITH LESS NOTICE THAN TWO (2) BUSINESS DAYS, IN WRITING, CLIENT AGREES TO PAY THE MINIMUM RATE (FOUR HOURS ON-SITE, ONE HOUR REMOTE) TO COMPENSATE NTH FOR THE LOSS OF BILLABLE ACTIVITY. THIS MINIMUM CHARGE IS OVER AND ABOVE THE AGREED ESTIMATE FOR THE SERVICE DELIVERABLES.

11.4. Scheduling and Scope. Nth will schedule the onsite delivery of the service at a time mutually agreed upon with the Client, but which shall be during Nth standard business hours and excluding Nth holidays unless otherwise agreed, in writing in advance, by Nth. Any services provided outside the scope of this document or outside of Nth standard business hours may be subject to additional charges. Nth standard business hours are 08:00 to 17:00 local. NTH holidays are under U.S. Code 5.III.E.61.1§6103

11.4.1. Hours. **For Time and Materials engagements**, Nth will charge actual hours worked on-site for each day. However, each day will be subject to a minimum of four (4) hours plus travel time if less than eight (8) hours. For Remote work, Nth will charge a minimum of one hour. Where Nth is on "standby" for any service deliverable or client support, Nth will charge 50% of the agreed, hourly rate for the standby period **in addition to** actual time whilst engaged with the Client. Actual time will be a minimum of one hour, and whole hours rounded up.

11.4.2. Change Control. If during the planning and/or provisioning of Services, it is found that the Scope of Work does not align with the Client's expectation of service or if the Client's environment differs from that understood by Nth, Nth reserves the right to either withdraw from providing Services or adjust price and scope of Services accordingly. Changes required to the Services, including tasks, deliverables, fees, durations, and assumptions, shall be addressed via the change control process. When either Client or Nth determines a change is required, Nth shall complete a change order ("Change Order") and provide to the Client designated contact for review and signature of acceptance. Client shall not be obligated to pay for any modification to the Services and Nth shall not be obligated to perform any modification to the Services in the absence of a duly executed Change Order signed by the Parties hereto.

11.4.3. Travel Costs. Travel within Southern California which includes Los Angeles, San Diego, Orange, Riverside, Ventura, Kern, and San Bernardino counties is included in Nth's pricing. All work outside of the Southern California region shall be subject to travel fees at pass-through cost. The fees include, but are not limited to airfare, mileage, hotel, and meals. If the service is a time and materials engagement, the Client may be billed for travel time at the applicable rate.

11.5. Intellectual Property. Client is the owner (or licensee as the case may be) of certain designs, drawings, software, or other intellectual property furnished to Nth in connection with the work performed under the SOW. Client grants to Nth a license under any copyright, patent, trade secret or other proprietary right as may be necessary for performance of the Services hereunder based in whole or part on such intellectual property. Client represents and warrants that intellectual property furnished by Client does not infringe the proprietary rights of any third party. Client agrees to indemnify Nth and hold Nth harmless from any cost, loss, or damage (including reasonable attorneys' fees and court costs) that result from a breach or alleged breach of any of these representations and warranties or other obligations contained in the SOW.

Nth is the owner of designs, drawings, derivative works, software, or other intellectual property that will be used in connection with the Services performed under the SOW. Nth grants to Client a license to use such intellectual property to the extent necessary for Client to use Deliverables provided by Nth hereunder. Nth represents and warrants that such intellectual property does not infringe the proprietary rights of any third party. Nth agrees to indemnify Client and hold Client harmless from any cost, loss, or damage (including reasonable attorneys' fees and court costs) that results from a breach or alleged breach of any of these representations and warranties or other obligations contained in the SOW.

11.6. Term and Termination

11.6.1. Term. The term of the SOW begins on the Effective Date and shall continue in full force and effect thereafter unless and until terminated in accordance with the provisions of this section.

11.6.2. Termination without Cause. Either Party may terminate the SOW, without cause, at any time upon thirty (30) days prior written notice to the other Party. Upon receipt of such notice from Client, Nth will cease the performance of Services. Should Client terminate the SOW without cause, any such termination will be subject to the cancellation charges, if any, set forth above and in the SOW. Should no cancellation charges apply, Client shall pay Nth for the Services provided prior to the date of termination and any non-refundable travel expenses.

11.6.3. Termination for Cause. Either Party may terminate the SOW for a material breach by the other party of the terms herein if such breach is not cured within thirty (30) days after the breaching Party's receipt of written notice thereof.

11.6.4. Effect of Termination. Any Termination will be without prejudice to any other right or remedy afforded to the Parties and will not affect any rights or obligations, which have occurred prior to such termination.

11.7. Employee Solicitation. The Parties agree that they will not directly solicit for employment nor hire each other's employees nor Nth subcontractors during the term of the SOW where such employee contact was initiated pursuant to the SOW for a period of one year after the completion of the Services. The foregoing shall specifically exclude any general solicitations for employment by either Party through indirect means, such as solicitations through on-line job posting, print media, or other forms of publication.

11.8. Confidential Information. In the performance of, or otherwise in connection with the SOW, either Party ("**Disclosing Party**") may disclose to the other party ("**Receiving Party**") certain Confidential Information as confidential and proprietary of the Disclosing Party and will use such Confidential Information solely for the purposes for which it is provided by the Disclosing Party. Without limiting the generality of the foregoing, the Receiving Party will take reasonable precautions to prevent any unauthorized use or disclosure of such Confidential Information. The obligations under this Section will not apply to any:

- Use or disclosure of any information necessary to the exercise of the Disclosing Party's rights under the SOW.
- Information that is now or later becomes part of the public domain through no fault of the Receiving Party.
- Information that is obtained by the Receiving Party from a Third Party (other than in connection with the SOW) who was not under any obligation of secrecy or confidentiality with respect to such information.
- Information that is independently developed by the Receiving Party (e.g., without reference to any Confidential Information).
- Disclosure required by applicable law (e.g. pursuant to applicable securities laws or legal process), provided that the Receiving party will use commercially reasonable efforts to give advance notice to and cooperate with the Disclosing Party in connection with any such disclosure.
- Disclosure with the written consent of the Disclosing Party.

Both parties agree that the provisions of this section shall survive the termination, for any reason, of the SOW.

12. FORCE MAJEURE. Nth shall not be liable for failure to fulfill its obligations herein or for delays in delivery due to causes beyond its reasonable control, including, but not limited to, acts of God, natural disasters, acts or omissions of other parties, acts or omissions of civil or military authority, Governmental priorities, changes in law, material shortages, fire, strikes, floods, epidemics, quarantine restrictions, riots, war, acts of terrorism, delays in transportation or inability to obtain labor or materials through its regular sources. Nth's time for performance of any such obligations shall be extended for the time period of such delay or Nth may, at its option, cancel any order or remaining part thereof without liability by giving notice of such cancellation to Client.

13. WARRANTY. All Products and Maintenance purchased hereunder are subject to the warranties provided by the Manufacturer. Nth hereby transfers to Client such transferable warranties Nth receives from the applicable manufacturer as legally permissible. Nth warrants that its Services will be performed by qualified individuals in a professional and workmanlike manner conforming to generally accepted industry standards and practices and to the requirements specified in the SOW. Nth's personnel shall be competent and qualified to perform the tasks to which they are assigned. Services are supported against defects in workmanship for thirty (30) days after delivery. Nth MAKES NO WARRANTY AS TO THE RESULTS OF ANY SERVICES PROVIDED. EXCEPT AS SET FORTH IN THIS PARAGRAPH, ALL PRODUCTS AND MAINTENANCE ARE PROVIDED "AS IS" AND Nth DISCLAIMS ANY AND ALL WARRANTIES AND REMEDIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE AND NON-INFRINGEMENT.

14. LIMITATION OF LIABILITY AND INDEMNIFICATION. IN NO EVENT SHALL NTH BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUES, LOST PROFITS, LOSS OF USE, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES, INCLUDING ANY DAMAGES OR SUMS PAID BY CLIENT TO THIRD PARTIES, EVEN IF Nth HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTAIL PURPOSE, OR OTHERWISE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CLIENT AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND Nth AND IT SUBCONSULTANTS, OFFICERS, AGENTS, CONTRACTORS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, LOSSES, COSTS, EXPENSES, OR OTHER LIABILITIES OF ANY KIND, ARISING OUT OF OR RELATING TO THE PERFORMANCE OF SERVICES IN CONNECTION WITH THE SOW OR THE DELIVERABLES. THE DUTY TO DEFEND IS A SEPARATE OBLIGATION AND SHALL BE IMMEDIATE UPON TENDER OF DEFENSE TO CLIENT. THE DUTY TO DEFEND IS NOT CONTINGENT ON THE OUTCOME OF ANY LITIGTION OR ARBITRATION OR OTHER PROCEEDING. THE ONLY EXCEPTION TO THE DUTIES TO INDEMNIFY AND HOLD HARMLESS SHALL BE CLAIMS WHICH ARE FOUND BY A COURT, FACT-FINDER, OR OTHER TRIBUNAL OF APPROPRIATE JURISDICTION TO BE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF Nth. THE INDEMNITIES HEREIN SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT. NO ACTION, SUIT OR OTHER PROCEEDING, REGARDLESS OF FORM, ARISING OUT OF OR RELATED TO THE TRANSACTIONS COVERED BY A CUSTOMER ORDER OR BY A SOW MAY BE BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION AROSE. NTH'S SOLE LIABILITY FOR ANY DELIVERABLE FAILURE SHALL BE TO REPAIR OR REPLACE, AT NTH'S DISCRETION, ANY NONCONFORMING DELIVERABLES, RE-PERFORM THE SERVICES, OR REFUND THE FEES PAID.

15. GENERAL. As used herein, terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. No rights, duties, agreements or obligations hereunder may be assigned or transferred by either party, by operation of law, merger or otherwise, without the prior written consent of the other. Any attempted or purported assignment shall be void.

Notwithstanding the foregoing, Nth's obligations under these Terms and Conditions may be performed by divisions, subsidiaries or affiliates of Nth. The obligations, rights, terms and conditions hereof shall be binding on the parties hereto and their respective successors and assigns. If any provision of this Agreement, in whole or in part, should be found to be void, unenforceable, or illegal, the remaining provisions shall remain valid and fully enforceable. These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of California excluding any law or principle which would apply the law of any other jurisdiction. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

16. GOVERNING LAW. All transactions made under this Agreement will be governed by the applicable state laws for the state of California, excluding any conflict of laws rules that may apply in such state. Any dispute regarding this Agreement shall be subject to the exclusive jurisdiction of the applicable court in the County of San Diego. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Each Party agrees to comply with the U.S. Foreign Corrupt Practices Act (15 U.S.C. 78(dd)(i) et seq., as the same may be amended) and with the anti-bribery laws and regulations of any other country having jurisdiction over the transactions contemplated hereby. Client acknowledges and agrees that it has the ability to access each URL referenced in any Quote. Client waives any claims or defenses to the validity or enforceability of this Agreement arising from any electronic submission of it to Client.

17. DISPUTE RESOLUTION. Both parties will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by both parties within forty-five (45) days after written notice by one of the parties demanding mediation, such notice shall be by overnight mail delivery service which includes evidence of receipt as part of its normal practices, or transmitted by facsimile if confirmed by such mailing, to the addresses indicated in this Agreement (or to a new address about which the other party has been properly notified). Neither Party may unreasonably withhold its consent to the selection of a mediator and both parties will share the costs of the mediation equally. By mutual agreement, however, both parties may postpone mediation until each has completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternative dispute resolution (ADR), such as neutral fact-finding or a mini-trial. Any dispute which the parties cannot resolve between them through negotiation, mediation, or some other form of non-binding ADR within six (6) months from the date of the initial demand for it by one of them may then bring a lawsuit at a court in the State of California. The use of any ADR procedures will not be construed under doctrines of laches, waiver or estoppel to affect adversely the rights of either party. Further, nothing in this section will prevent either party from resorting to judicial proceedings if (1) good faith efforts to resolve the dispute under these procedures have been unsuccessful, or (2) interim relief from a court is necessary to prevent serious and irreparable injury to one party or to others.

18. EXPORT ADMINISTRATION. Each Party shall comply with all relevant export and sanctions laws and regulations of the United States to assure that neither any software deliverable, nor any direct product thereof is (a) exported or re-exported, directly or indirectly, in violation of any export laws, or (b) intended to be used for any purposes prohibited by any export laws, including without limitation, nuclear, chemical, or biological weapons proliferation, or (c) made available to any prohibited person or entity, as such terms are defined under applicable laws and regulations administered by the U.S. Office of Foreign Assets Control.

19. ACKNOWLEDGEMENT. Client acknowledges that it has read and understands these Standard Terms and Conditions of Sale.

April 28, 2026

Josh Armstrong
City of Hawthorne
12501 Hawthorne Blvd
Hawthorne, CA 90250-4404

RE: Scope of Delivery - Expectation for Professional Services
Extreme Networks Document Number: 110824A3.MEB

Dear Mr. Armstrong:

Extreme Networks Inc. is pleased to support the South Bay Regional Public Communication Authority's networking requirements with the appointment of one of our Networking Professionals. Extreme will provide a qualified Network Consultant with experience in EXOS switching to work at your site located in Hawthorne, CA.

This engagement will be performed on a fixed price basis. While on site, the Network Consultant will take directions from the South Bay Regional Public Communication Authority's appointed technical contact, and all work will be performed on a commercially reasonable efforts basis. The ESUs required for this assignment are six (6) ESUs onsite and one (1) Project Management (Extreme Service Units).

Synopsis:

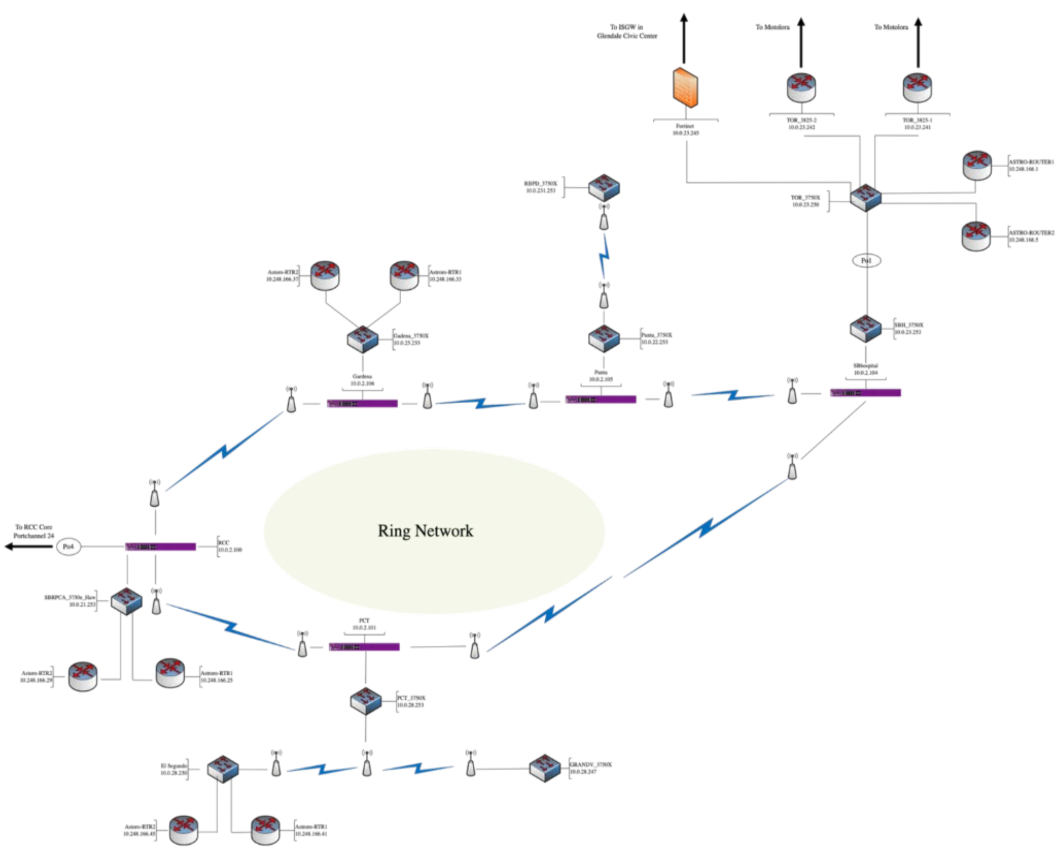
- Extreme Networks is responsible for providing onsite consulting services to perform hardware and software upgrades to the existing five (5) nodes within the primary EAPS ring. Those locations include Gardena, Punta, SouthBay Hospital, Hawthorne/RCC and PCT. Extreme Networks will provide the design, configurations, staging, rack/stack and cutover support for all five (5) locations. All sites require after-hours migrations. Extreme Networks assumes three (3) maintenance windows to support the five (5) migrations.

Project Management:

Extreme Networks will provide an experienced Project Manager to support the Extreme-led portions of the project. The Project Manager role is to provide centralized project communications and administration for all activities for which Extreme resources are engaged. The Project Manager will work closely with all customer/partner project staff throughout the entire project. This resource will report directly to the Customer Project Manager/Point of Contact as part of the implementation team. The Project Manager will be responsible for:

- Review the project scope of the Extreme related tasks.
- Meeting with key stakeholders to determine project requirements and timelines/schedule applicable to Extreme activities.
- Coordination of Extreme resources throughout the project.

- Attend weekly status meetings to provide updates on progress, issues log, open items, next steps, and lessons learned on Extreme’s tasks.
- Maintain document repository for project team.
- Identify, document, and manage project issues related to Extreme activities.
- Ensure adherence to project quality and performance standards.
- Maintain project tracking, change orders and information systems.
- Control of all the project documents throughout the entire project related to Extreme activities.
- Gathering and providing final documentation to the customer at project completion.
- Operate as the main point of contact for Extreme.



<u>In-scope switches:</u>

- 3x 5520-24T-ACDC-BASE
- 2x 5520-48T-ACDC-BASE

<u>In-scope Locations:</u>

- Gardena – XOS to XOS – 24T

- Punta – XOS to XOS – 48T
- SB Hospital – XOS to XOS – 24T – After Hours (4:00am PST)
- Hawthorne/RCC – XOS to XOS – 48T – After Hours (4:00am PST)
- PCT – XOS to XOS – 24T

Deliverables:

- Conduct network design planning technical sessions with the customer's IT staff for developing network design and documentation for the in-scope switches including relevant integration/implementation, migration, and acceptance testing plans to include:
  - Configuration requirements of the five (5) original EAPS nodes
  - Verify protected VLANs
  - QOS
  - Extreme best practices for device security
- Perform a review of the network documentation with the customer's technical staff to obtain approvals for a design freeze prior to start of any staging and configuration of the in-scope switches.
- Create the new configurations based on the agreed upon designs for all the in-scope switches.
- Perform the staging, upgrading, licensing and the loading of the configurations onto all the in-scope switches.
- Perform the installation of all in-scope switches and confirm connectivity between the switches to include EAPS failover and redundancy testing.
- Work with the local IT staff to confirm the newly installed switches can be monitored by Solarwinds.
- Perform a knowledge transfer on the EAPS solution configured and provide instruction on how to run show commands and other pertinent commands to assist in trouble shooting and performing day to day activities.

Knowledge Transfer/Documentation

- Extreme will provide an overview of the new topology. This session is limited to half a day. As part of this knowledge transfer session Extreme may perform the following activities:
  - Extreme will provide a brief tutorial on the configurations of the in-scope switches deployed and provide the necessary CLI commands required for day-to-day operations and troubleshooting.
  - Extreme will provide all workbooks and configurations pertaining to the switch implementations.
  - Extreme will provide an updated topology map depicting the new topology.

Assumptions

- All project tasks are to be performed onsite, during normal business hours except for the switch implementations onto the production network. The defined implementation above will be delivered during agreed upon weekday after-hours outage windows. Normal business hours are defined as M-F 8am to 5pm local customer time, excluding holidays. Afterhours are defined as 5pm to 8am local time (including weekends). Only the pre-defined switch implementations will be delivered during the weekday after-hours outage windows. Any additional after-hours tasks are considered out-of-scope and will require a change order.

- The customer will identify and designate a knowledgeable network resource from their IT team as the end customer's primary technical contact through whom the Extreme Networks Professional Services engineer will discuss, review, communicate and get appropriate data related to the Network implementations.
- The customer is required to have an appropriate level Extreme Networks services maintenance contract for all equipment in-scope to allow for software entitlements.
- The customer and the Extreme Networks sales team are responsible for ensuring all licensing is completed, ready and provided prior to the start of the engagement.
- The customer is responsible for providing, maintaining, and configuring the virtual environment to support the Extreme Networks virtual management engines.
- The customer is required to provide any network diagrams, high level/low level designs, and network information.
- Configurations will be based on Extreme best practices and the customer's approved design/implementation.
- The customer is responsible for all fiber and horizontal cabling (including cable management and identification) during the switch migrations.
- The customer is responsible for the identification/labelling and cross patching of all copper/fiber connections into the existing switches prior to and during the implementation of the universal switches.
- The customer is responsible for decommissioning all replaced switches.
- The customer is responsible for all configuration and troubleshooting of all 3rd party software, devices, and end-systems.
- All services will be provided with the features and functionality currently supported based on generally available (GA) firmware/software.
- The services include professional services coverage of any issues identified during the configurations and implementations of the Extreme Networks equipment. Any issues identified after the end of the engagement shall be resolved by calling Extreme Networks GTAC and opening a case.
- The ESUs quoted are based on the customer being ready to be able to deploy and configure the new network equipment during weekdays and during regular business hours in a customer-provided staging area. Any customer restrictions to perform staging, configuration, setting up the network connectivity and testing activity during regular hours, delays and/or related issues of customer site readiness will trigger change management request approval (CMRA) for additional ESUs to be allocated prior to resuming additional project activities.
- The ESUs quoted do not include any Extreme Networks Professional services training. The customer should reach out to the Extreme Networks account team to plan for any formal training related activities.
- This scope includes the deliverables and assumptions outlined above. Any deliverables not defined are considered out of scope and subject to additional ESU charges.

- The above scope is valid for 90 calendar days from the date of this document or email. Anything beyond 90 days from the date listed will need to be reviewed by Extreme Professional Services and a new scope will need to be provided.

Upon completion of the services described within this Scope of Delivery, or a portion there of, the customer will be required to sign the ESU acceptance form confirming the number of ESUs retired. Services requiring an additional deployment of an Extreme Engineer will incur an additional charge and a new or amended PO will be required.

The South Bay Regional Public Communication Authority is prohibited from hiring, soliciting for employment, or otherwise engaging the Extreme employees working on this engagement for a period of 12 months from the end of any engagement.

This Scope of Delivery is an outline of services to be performed and shall be governed by Extreme's standard Professional Services Terms and Conditions. The terms and conditions are available on the Extreme website at: http://learn.extremenetworks.com/rs/extreme/images/Professional-Services-Terms-and-Conditions.pdf

If I can be of further assistance, please contact me directly at 919-447-7402. Thank you for providing Extreme with the opportunity to assist you with this endeavor.

Best regards,

Sam Sweeny
Extreme Networks, Inc.

By issuing a PO, the customer acknowledges proposal acceptance of this Scope of Delivery.

Extreme Networks Service Part Number: PS-ESU-1 (qty 6) and PS-ESU-PM (qty 1)
Extreme Networks Quote Number: n/a
Extreme Networks Document Number: 110824A3.MEB

D-7
Attachment 2

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

SBRPCA
Year 1-Capital Budget Worksheet

SECTION 1							
Project Name:	NETWORK SWITCHES				Project Number:		25-01-RA
					Priority Number:		5
Category:	One-Time Capital				Type:		Non-Recurring
Project Manager	Project Cost Summary:	Allocated	Year 1	Year 2	Year 3	Year 4	Year 5
		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
		$0	$250,000	$0	$0	$0	$0
Project Estimates:	Project Start Date:	7/1/2024	Project End Date:	6/30/2025	In last year's 5 Year Plan?		

SECTION 2	PROJECT DESCRIPTION

Project Description/Justification:

Replacement of the legacy Network Switches at all RCC sites (9 sites), which control the network routing between the RCC sites and INSB, is needed. The current Extreme E4G switches were installed in 2015 and have an expected useful life of 7 years. There is currently no support/firmware/repair available for these switches.

Notes:

SECTION 3	PROJECT COSTS						
Activity	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Prelim Design/Plans							$0
Engineering/Arch Svcs							$0
Land/ROW Acquisition							$0
Construction							$0
Heavy Equip/Apparatus							$0
Light Equip/Furniture							$0
Hardware/Software		$250,000					$250,000
Total Capital Costs	$ -	$ 250,000	$ -	$ -	$ -	$ -	**$250,000**
Salaries & Benefits							$0
Profess/Contract Svcs							$0
Materials & Supplies							$0
Maint/Fuel/Util/Other							$0
Revenues (New/Add.)							$0
Net Oper. Costs	$ -	$ -	$ -	$ -	$ -	$ -	$0
Net Project Costs	$ -	$ 250,000	$ -	$ -	$ -	$ -	$ 250,000

SECTION 4	FINANCING						
Funding Source	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
Enterprise Fund - Unrestricted Fund Balance		$250,000					$250,000
							$0
							$0
Total	$ -	$ 250,000	$ -	$ -	$ -	$ -	$ 250,000

D-8

Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: May 19, 2026

ITEM NUMBER: D - 8

TO: Executive Committee

FROM: Mike Saffell, Interim Executive Director
Megan Cunningham, Administrative Services Manager

SUBJECT: APPROVAL OF PURCHASE OF AN AUTOMATED FUEL POLISHING SYSTEM FROM ON POWER INDUSTRIES FOR THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY'S 6,000 GALLON DIESEL FUEL TANK

ATTACHMENT: 1. Quote for Automated Fuel Polishing System for the South Bay Regional Public Communications Authority Diesel Fuel Tank

RECOMMENDATION

Staff recommends that the Executive Committee approve the purchase of an automated fuel polishing system for installation from On Power Industries for the South Bay Regional Public Communications Authority's 6,000-gallon Diesel Fuel Tank in the amount of $41,095.20

DISCUSSION

An automated fuel polishing system cleans diesel fuel by continuously removing water, sediment, and sludge from a storage tank, preventing microbial growth and ensuring fuel meets cleanliness standards. It prevents fuel degradation, filters contaminants through multiple stages, and protects engines and generators from clogged filters, premature injector failure, and costly downtime.

The Key Functions of an Automated Fuel Polishing System are:

- **Continuous Moisture Removal:** The system removes free and emulsified water, which is essential because water promotes microbial growth ("diesel bug").

- **Multi-Stage Filtration:** Fuel passes through various filters to remove solid particulate, sludge, and contaminants as small as 1–3 microns.
- **Automatic Operation:** Operating on a programmed schedule, these systems monitor the fuel 24/7, enabling unattended maintenance for backup generators or stored fuel.
- **Prevents Microbial Growth:** By eliminating water, the system prevents the growth of bacteria and algae that can degrade fuel and form sludge.
- **Extends Fuel and Equipment Life:** The process keeps fuel in optimal condition, avoiding the need to dispose of and replace expensive fuel.

The Authority's diesel fuel tank system will benefit from the implementation of this equipment by preserving the integrity and usability of stored diesel fuel through the continuous removal of contaminants, moisture, and microbial growth commonly associated with long-term fuel storage. The system will improve equipment reliability, extend fuel life, reduce operational and maintenance risks, and help ensure the availability of clean, dependable fuel for critical operations

Due to the critical and time-sensitive nature of this feature, and because On Power Industries currently provides maintenance and ongoing upkeep of the fuel tank system, Staff recommends approval to ensure continuity, reliability, and efficient implementation of the required services.

FISCAL IMPACT

None. Funds are available in the current FY25-26 Adopted Budget due to salary savings.

D-8
Attachment 1

On Power Industries LLC
1451 Roadrunner Drive
Corona, CA 92881 US
+19513960408
andrew@onpowerindustries.com

Estimate

ADDRESS	SHIP TO	ESTIMATE	1364
Adam Thomas	Adam Thomas	DATE	01/14/2026
4440 West Broadway	4440 West Broadway		
Hawthorn, Ca 90250	Hawthorn, Ca 90250		

DATE	DESCRIPTION	QTY	AMOUNT
	100-10GPM Tank Automated fuel polishing system made by Fuel Tech Rain Tight 304 Stainless Steel enclosure Tank Flange Kit Check valve 1 inch ID Flex Fluid pick up Bio-Vac nozzle 1 inch black pipe aprox 50ft Galvanized custom stand floor mounted Electrical conduit and fittings for electrical extension Spin on filter and Coalescers filter. Extra filter Pack for 1000 hr service.	1	28,240.00T
	Labor for the below Scope: Fabricate stand for the Enclosure Run new electrical circuit for the 120vac 15 amp needed circuit. Plumb the new filter system to the existing tank Reseal existing fittimgs and man hole covers for proper sealing. Train customer on operation.	1	9,890.00

Lead time on the filter assembly is 8-10 weeks
Aprox 3 days for installation
Customer training will be supplied after install is completed.

SUBTOTAL	38,130.00
TAX	2,965.20
TOTAL	**$41,095.20**

Accepted By

Accepted Date

F-1

Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: May 19, 2026

ITEM NUMBER: F-1

TO: Executive Committee

FROM: Mike Saffell, Interim Executive Director
Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: Agreement with Tyler Technologies for Replacement ERP System – ERP Pro 10

ATTACHMENTS: 1. ERP Pro 10 Master Software and Services Agreement

RECOMMENDATION

Staff recommends that the Executive Committee authorize the Executive Director to execute a software agreement with Tyler Technologies (Tyler) for the implementation of ERP Pro 10, replacing the Authority's current Tyler Eden ERP system.

BACKGROUND

The Authority has used Tyler's Eden enterprise resource planning (ERP) system for nearly 20 years. Eden has served the Authority well and continues to meet many of our core operational needs in finance, payroll, human resources, and related administrative functions, even as its underlying technology has aged.

Tyler announced that Eden will reach end-of-life and will be officially sunset in March 2027. Because the technologies used in Eden will no longer be compatible with Tyler's updated platforms and modern software environments, Tyler will discontinue the product and cease ongoing support after that date.

Under Tyler's current business model, existing Eden clients are eligible to transition to a successor Tyler ERP platform at no new licensing cost, provided license modules remain equivalent. This allows the Authority to migrate to a modern supported system without incurring relicensing expenses.

With the platform's underlying technology becoming increasingly outdated and the product approaching end of support, it is necessary for the Authority to transition to a modern replacement system.

DISCUSSION

Tyler offers two next-generation ERP systems for agencies transitioning from Eden. After evaluating available options, staff recommends ERP Pro 10 based on the system's scale, functionality, and alignment with the Authority's operational size and complexity.

Advantages of selecting ERP Pro 10 include:

Right-sized for the Authority: Pro 10 is designed for small to mid-sized public agencies, offering robust capabilities without unnecessary complexity.

Significant functional improvements: The platform includes modern reporting tools, workflow automation, role-based dashboards, and easier navigation compared to Eden.

Enhanced security and technology: ERP Pro 10 is built on current-generation architecture that supports modern security practices, updated browser standards, and reliable long-term maintainability.

Continuity with existing workflows: Because it remains within the Tyler ecosystem, its structure and terminology remain familiar, reducing training impacts.

Long-term vendor support: Migrating now ensures uninterrupted support and avoids the operational and security risks associated with using a sunset product. Given the imminent sunset of Eden, upgrading to ERP Pro 10 will ensure the Authority maintains reliable financial, payroll, and administrative operations.

No relicensing costs: The Authority can retain equivalent Eden module licenses at no additional software licensing charge.

No data conversion costs: Upgrading to another Tyler product saves the Authority thousands in data conversion costs that would be charged by other vendors.

Additionally, as part of the evaluation, multiple Authority staff participated in more than 10 hours of detailed ERP Pro 10 module demonstrations. These sessions allowed staff to thoroughly assess functionality, workflows, and system capabilities. Furthermore, staff contacted several peer agencies that have already migrated from Eden to ERP Pro 10. Those agencies provided overall positive reviews of the system's performance, ease of use, and Tyler's implementation support. The combination of internal evaluation and external feedback confirmed that ERP Pro 10 is a strong and appropriate upgrade from the Eden platform.

The initial term of the Agreement is three years and commences July 1, 2026. The Agreement automatically renews for one-year terms unless either party provides 60 days written notice if it wishes to terminate the Agreement.

The one-time professional service implementation cost for ERP Pro 10 is $53,780 and the annual subscription cost is $32,656 each year of the three-year term; subsequent renewal terms will be at then-current Tyler subscription rates, or a 5% increase. The current annual subscription cost for Eden is approximately $23,000 so the net increase in annual costs for the upgraded software is under $10,000.

Pursuant to Section 9 of the Authority's Purchasing Policy (Resolution No. 352), staff finds that this purchase qualifies as a sole source procurement and not subject to competitive bidding requirements. The policy defines a sole source purchase as “one made from only one source of supply or a purchase for which no advantage can be gained through competitive bidding.” The Authority's existing ERP system is a Tyler product (Eden), which is approaching end-of-life in March 2027. Tyler is offering existing Eden clients a transition to ERP Pro 10 at no new licensing cost, with no data conversion charges- terms that are exclusively available to current Tyler clients and cannot be replicated through competitive bidding. Additionally, compatibility with existing workflows, data, and institutional familiarity represents a unique operational advantage that no competing product can provide.

Lastly, the Authority’s general counsel has reviewed the agreement.

FISCAL IMPACT

The proposed ERP Pro 10 agreement requires one-time implementation costs of $53,780 and annual software costs of $32,656, for a first-year total of $86,436. These costs fall well within the FY27 CIP budget of $183,400. Future year software subscription costs will be included as part of the annual operating budget.

F-1
Attachment 1

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Service Agreement.
- **"Business Travel Policy"** means our business travel policy. Our current Business Travel Policy is available here: https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf.
- **"Client"** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **"Data"** means your data necessary to use the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to a Third-Party Product.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.

- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Order Form"** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **"Professional Services**" means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf.
- **"Third-Party Hardware"** means the third-party hardware, if any, identified in the Investment Summary.
- **"Third-Party Products"** means the Third-Party Software and Third-Party Hardware.
- **"Third-Party SaaS Services"** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **"Third-Party Services"** means the third-party services, if any, identified in the Investment Summary.
- **"Third-Party Software"** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **"Third-Party Terms"** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties' products or services, as applicable, and attached or indicated at Exhibit D.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we," "us," "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as

part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.

2. Ownership.
   2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
   2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.
   3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
   3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
   3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at https://www.tylertech.com/privacy) and applicable law.
   3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.
   4.1. You may not:
      4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
      4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
      4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
      4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
      4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all

reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.

6.1. *Audit & Compliance*. Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

6.2. *Service Levels*. The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.

6.3. *Business Continuity*. Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler's System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.

6.4. *Security Measures*. We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance and, in the event of any change in our status, we will comply with applicable notice requirements.

6.5. *Password Security*. You are responsible for:

6.5.1. keeping your and your representatives' passwords secure and confidential;

6.5.2. any account activity or access that occurs pursuant to you and your representatives' passwords, its account or IdPs; and

6.5.3. notifying us of any unauthorized access to your account.

SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.

2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.

8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally,

you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.
   9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
      9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
      9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
      9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
      9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
   9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
   9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
   9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

SECTION D – THIRD-PARTY PRODUCTS

1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.

2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.

3. Third Party Products Warranties.
   3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.
   3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
   3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.

4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

SECTION E – TERM AND TERMINATION

1. Term. This Agreement is binding upon the Effective Date. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on July 1, 2026. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
   2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
   2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
   2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
   2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid,

but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. <u>Intellectual Property Infringement Indemnification</u>.
   1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
   1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
   1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
      1.3.1. procure the right to continue its use;
      1.3.2. modify it to make it non-infringing; or
      1.3.3. replace it with a functional equivalent.

      We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.
   1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. <u>General Indemnification</u>.
   2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
   2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **<u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT**

NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.

4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, EITHER PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THAT PARTY'S ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least $1,000,000 per occurrence and $2,000,000 aggregate; (ii) Automobile Liability of $1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of $1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION G – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Performance Issues and Dispute Resolution.
    2.1. *Notice*. You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
    2.2. *Invoice Issues*.
        2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
        2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
        2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
        2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.
        2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.
    2.3. *Dispute Resolution*. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.

6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.

7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.

10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.

11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the

following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
    i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    iii. a party receives from a third party who has a right to disclose it to the receiving party; or
    iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

17. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.

18. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

19. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.

20. Contract Documents. This Agreement includes the following exhibits:

Migration Terms Addendum

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Terms
Exhibit C	Service Level Agreement
Exhibit D	Third-Party Terms

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:____

Name:______________________________________

Title:______________________________________

Date:______________________________________

Address for Notices:
Tyler Technologies, Inc.
7701 College Boulevard
Overland Park, KS 66210
Attention: Chief Legal Officer

South Bay Regional Public Communications Authority, California

By:____

Name:______________________________________

Title:______________________________________

Date:______________________________________

Address for Notices:
SBRPCA
4400 West Broadway
Hawthorne, CA 90250
Attention: ____________________________

Migration Terms Addendum

1. **Scope**. The terms in this Migration Terms Addendum ("Addendum") apply to the agreement to which it is attached ("Agreement"), and under which we will provide certain Tyler software solutions listed in the Agreement's Investment Summary (hereafter, the "Replacement Modules") to replace some or all of Tyler solutions previously provided to you (hereafter, the "Migration Modules"). Accordingly, any conflict between the terms in this Addendum and the Agreement will be resolved in favor of the term(s) in this Addendum. The Migration Modules are listed in the Comments Section of the Investment Summary, and any capitalized terms not otherwise defined herein will have the meaning assigned to those terms in the Agreement.
2. **Support & SaaS Services for Migration Modules**. Your payment of annual SaaS Fees for the Replacement Modules includes annual maintenance and support services in the scope described by the Agreement, and, *to the extent currently being provided*, annual SaaS Services, for the Migration Modules for the time period covered by your payment of annual SaaS Fees.
3. **License/Use Rights for Migration Modules**. Unless expressly stated otherwise in the Agreement, your license to use a Migration Module terminates when the applicable Replacement Module is used in live production.
4. **Credit for Prepaid Fees for Migration Modules**. In the event you prepaid annual maintenance or SaaS fees for Migration Modules for any time during your annual SaaS Term for your Replacement Modules, Tyler will credit that prepayment to your account. This credit may be applied towards any future purchases from Tyler under the Agreement.

Exhibit A
Investment Summary

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

[*Sales quotation to be inserted prior to Agreement execution*.]

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Billing Address:
SOUTH BAY RPCA, CA

ACCOUNTS PAYABLE
4440 WEST BROADWAY
HAWTHORNE CA 90250
Vanessa Alfaro
+1 (310) 973-1802,,202
valfaro@rcc911.org

Shipping Address
South Bay Regional Public Communications Authority
4440 W Broadway

Hawthorne CA 90250-3802

Quoted By	Brandon Swanson
Quote Expiration	10/2/26
Quote Name	Eden to ERP Pro 10 w/SaaS

Tyler Annual Software – SaaS

Description	Annual
ERP Pro	
ERP Pro 10 Financial Management Suite	
Core Financials	$ 10,285
Contracts Management	$ 0
Fixed Assets	$ 1,077
Human Resources Management (Includes Position Budgeting)	$ 8,356
Employee Access Pro	$ 0
Project Accounting	$ 2,312
Employee Access Pro Time & Attendance	$ 2,068
Purchasing	$ 3,076
Accounts Receivable	$ 1,945
Tyler One	
Content Manager Suite	

Tyler Annual Software – SaaS	
Description	Annual
Content Manager Core	$ 3,537
TOTAL:	**$ 32,656**
Term # of Years:	**3**

Services		
Description	Hours/Units	Extended Price
ERP Pro 10 Financial Management Suite		
Professional Services	392	$ 48,120
Data Conversion Services		$ 0
Project Management	1	$ 1,500
Content Manager Suite		
Professional Services	32	$ 4,160
TOTAL:		**$ 53,780**

Summary	**One Time Fees**	**Recurring Fees**
Total SaaS		$ 32,656
Total Tyler Services	$ 53,780	
Summary Total	**$ 53,780**	**$ 32,656**
Contract Total	**$ 86,436**	

Comments

Eden modules migrating to ERP Pro 10
Accounts Payable
Accounts Receivable
Budget Prep
General Ledger
Payroll
Position Budgeting
Purchasing

Work will be delivered remotely unless otherwise noted in this agreement.

Expenses associated with onsite services are invoiced as incurred according to Tyler's standard business travel policy.

SaaS is considered a term of one year unless otherwise indicated.

Core Financials	Includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure signatures, Tyler University.
Human Resources Management (Includes Position Budgeting)	Includes Position Budgeting and Tyler University
Human Resources Management / Payroll Data Conversion	Includes employee data, current calendar year balanced transactions, and unlimited unbalanced transaction history.
Financial Management Data Conversion	Includes Chart of Accounts, General Ledger, Accounts Payable, current fiscal year balanced transactions, and unlimited unbalanced transaction history.
Accounts Receivable Data Conversion	Includes master files (contacts properties)

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms, subject to payment terms in an agreement, amendment, or similar document in which this sales quotation is included:

- License fees for Tyler and third-party software are invoiced upon the earlier of (i) delivery of the license key or (ii) when Tyler makes such software available accessible.
- Fees for hardware are invoiced upon delivery.
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware.
- Annual Maintenance and Support fees are first payable when Tyler makes the software accessible to the Client, and SaaS fees, Hosting fees, and Subscription fees are first payable on the first day of the month following the date this quotation was signed (or if later, the commencement of the agreement's initial term). Any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the agreement.

Fees for services included in this sales quotation shall be invoiced as indicated below.

- Implementation and other professional services fees shall be invoiced as delivered.
- Client has six months to use the services. If Client does not use the services within six months, Tyler may remove the unused services or issue a new quote to provide services at then-current rates.
- Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will invoice Client the actual services delivered on a time and materials basis.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to fees specifically for migrations: Tyler will invoice Client 50% of any Migration Services Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Annual SaaS Fees will be invoiced upon availability of the hosted environment.

Any SaaS or hosted solutions added to an agreement containing Client-hosted Tyler solutions are subject to Tyler's SaaS Services terms found here: https://www.tylertech.com/terms/tyler-saas-services.

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: ______________________ Date: ______________________

Print Name: ______________________ P.O.#: ______________________

Exhibit B
Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Annual Services.
   1.1. *SaaS Services*. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
   1.2. *Other Annual Services*. Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

2. Tyler Services.
   2.1. *Professional Services Generally*: Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
   2.2. *Consulting Services*: Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
   2.3. *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
   2.4. *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
   2.5. *Other Fixed Price Services*: Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.
    3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
    3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
    3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
    3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
    3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
    3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.

4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.

Exhibit C
SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule	
Actual Attainment	**Client Relief**
99.99% - 99.70%	Remedial action will be taken
99.69% - 98.50%	2% of SaaS Fees paid for applicable month
98.49% - 97.50%	4% of SaaS Fees paid for applicable month
97.49% - 96.50%	6% of SaaS Fees paid for applicable month
96.49% - 95.50%	8% of SaaS Fees paid for applicable month
Below 95.50%	10% of SaaS Fees paid for applicable month

* Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.

Exhibit D
Third-Party Terms

Third Party Verification Services Terms. Third Party Verification Services will be provided pursuant to the Equifax Verification Terms of Service, and Client will comply with such terms and obligations of furnishers under the FCRA, in each case, found at https://www.tylertech.com/client-terms/equifax-verification-terms-of-service.

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DebtBook. Your use of DebtBook software and services is subject to the terms found here: DebtBook End User License Agreement | Tyler Technologies. By signing a Tyler Agreement or Order Form, or accessing, installing, or using DebtBook software or services, you agree that you have read, understood, and agree to such terms.

DigEplan Pro. Your use of DigEplan is subject to the LCT Software LLC Subscription Terms & Conditions found here: https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions. By signing a Tyler Agreement or Order Form including DigEPlan, or accessing, installing, or using DigEplan, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: https://eclipsecorp.us/eula/. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: https://www.tylertech.com/client-terms/envisio-solutions-inc-end-user-license-agreement. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the terms found here: https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

Koa Hills Terms. Your use of Koa Hills SaaS is governed by terms available here: https://www.tylertech.com/Portals/0/Terms/Koa-Hills-Software-as-a-Service-Agreement.pdf. By signing a Tyler Agreement or Order Form containing Koa Hills SaaS, or accessing, installing, or using Koa Hills SaaS, you agree that you have read, understood, and agree to such terms.

Pattern Stream Terms. Your use of Pattern Stream software and services is subject to the terms found here: https://www.tylertech.com/terms/finite-matters-ltd-consolidated-terms. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Pattern Stream software or services, you agree that you have read, understood, and agree to such terms.

Polco Terms. Your use of Polco software and services is subject to the terms found here: https://www.tylertech.com/client-terms/polco-end-user-license-agreement. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Polco software or services, you agree that you have read, understood, and agree to such terms.

ThinPrint Terms. Your use of Tyler Forms software and forms is subject to the End User License Agreement terms for ThinPrint Engine, ThinPrint License Server, and Connected Gateway found here: https://www.thinprint.com/en/legal-notes/eula/. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

TrueRoll Terms. Your use of TrueRoll software and services is subject to terms found here: https://tylertech.com/portals/0/terms/TrueRoll-Software-Services-Agreement.pdf. By signing a Tyler Agreement or Order Form including TrueRoll software or services, or accessing, installing, or using TrueRoll software or services, you agree that you have read, understood, and agree to such terms.

Twilio Acceptable Use Policy. Your use of the Tyler solutions listed below includes functionality provided by a Third-Party Developer, Twilio. Your rights, and the rights of any of your end users, to use said functionality are subject to the terms of the Twilio Acceptable Use Policy, available at http://www.twilio.com/legal/aup. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any such Tyler solution, you certify that you have reviewed, understand, and agree to said terms. Tyler hereby disclaims any and all liability related to your or your end user's failure to abide by the terms of the Twilio Acceptable Use Policy. Any liability for failure to abide by said terms shall rest solely with the person or entity whose conduct violated said terms.

- Electronic Warrants
- Online Dispute Resolution
- Enterprise Justice Notifications Add On (text notifications)
- Absence & Substitute
- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court

F-2

Agenda Item Report

South Bay Regional Public Communications Authority

MEETING DATE: May 19, 2026

ITEM: F - 2

TO: Executive Committee

FROM: Jennifer Petrusis, General Counsel

SUBJECT: EMPLOYMENT AGREEMENT BETWEEN THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY AND KRISTIN MILLER

ATTACHMENTS: 1. Employment Agreement

RECOMMENDATION

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

DISCUSSION

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

- The term of the Employment Agreement will be until July 1, 2029.
- The annual base salary will be $18,750 per month ($225,000 per year).
- Ms. Miller will be eligible for performance-based merit increases in her base salary of up to 6% in the first full pay period in the month of January of each calendar year during the Agreement, based on the sole discretion of the Executive Committee.
- The Authority will contribute $2,000 per month towards Ms. Miller's health and dental insurance premiums.
- The Authority will provide Ms. Miller group life insurance in the amount of $100,000 on the first day of the month following her commencement as Executive Director.
- The Authority will match any contribution made by Ms. Miller to a deferred compensation plan up to $375 per month.

- Ms. Miller shall be provided the use of an Authority-owned cell phone for business use during her tenure as Executive Director.
- Ms. Miller shall accrue general leave at the rate of 30 hours for every one month of continuous service, subject to an accrual cap of 360 hours. Ms. Miller shall also be entitled to take off the 11 fixed public holidays observed by the Management and Confidential Employee Group. Ms. Miller may voluntarily convert, for cash, 360 hours of general leave divided between two opportunities each year: the last pay period in May and the last pay period in October. The conversion is at 100% of employee's base rate of pay.
- The Authority shall provide a CalPERS contract of 2% at 60 under the CalPERS Miscellaneous Second Tier, based on the three highest consecutive years. Ms. Miller will also contribute the full 7% of her salary toward the employee contribution.
- The Employment Agreement may be terminated by either the Authority or by Ms. Miller at any time, with or without cause. If Ms. Miller decides to resign or retire prior to the conclusion of the Agreement, it is expected that Ms. Miller will provide the Authority with at least 45 days' notice.

FISCAL IMPACT

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

F-2
Attachment 1

EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into as of May 19, 2026, by and between the South Bay Regional Public Communications Authority ("Authority") and Kristin Miller ("Miller") (collectively, the "Parties"), with reference to the following facts and circumstances:

RECITALS:

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

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

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

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

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

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

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

Miller's employment is on a full-time and "best efforts" basis, meaning that during the term of this Agreement, Miller shall not accept any other full- or part-time employment or self-employment, including without limitation as an independent consultant, after working hours or otherwise, without the prior written consent of the Authority, which may be given, withheld, or conditioned in the Authority's sole and absolute discretion. Miller shall devote her full energies, interests, abilities, and productive time to the performance of her duties and responsibilities under this Agreement.

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

2. <u>Term of Employment.</u> Miller shall serve as Executive Director at the will of the Authority's Executive Committee. The Parties desire and intend that this Agreement is effective until July 1, 2029, unless earlier terminated. Miller and the Authority expressly agree that Miller's employment with the Authority is at-will and that employment may be terminated at any time, with or without cause, by either party. Unless earlier terminated, this Agreement will naturally expire on July 1, 2029, and employment beyond that date will be subject to the Parties executing a new agreement.

3. <u>Compensation.</u>

a. Salary. During the term of this Agreement, the Authority shall pay a base salary to Miller at the rate of $18,750 per month ($225,000.00 annually), payable in bi-weekly equal installments, subject to such deductions and withholdings as the Authority may be required to make pursuant to applicable law, governmental regulation, or order. The Executive Director position is exempt from overtime and minimum wage provisions of the Fair Labor Standards Act.

b. Performance Based Merit Increases. Miller will be eligible for performance-based merit increases in her base salary of up to 6% in the first full pay period in the month of January of each calendar year during this Agreement, based on the sole discretion of the Executive Committee.

c. Automobile Allowance. The Authority will pay Miller an automobile allowance of $650.00 per month, payable in bi-weekly installments, subject to such deductions and withholdings as the Authority may be required to make pursuant to applicable law, governmental regulation, or order.

d. Medical Allowance. The Authority will contribute $2,000 per month towards Miller's health and dental insurance premiums.

e. Vision Insurance. The Authority will pay Miller's full premium for the Authority's group vision insurance plan.

f. Life Insurance. The Authority will provide Miller group life insurance in the amount of $100,000.00 on the first day of the month following her commencement as Executive

Director in accordance with the provisions of any contract between the Authority and any company or companies of the Authority's choosing.

g. Deferred Compensation. The Authority will match any contribution made by Miller towards that plan, up to $375 per month.

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

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

j. General Leave Accrual; Holidays. Miller shall accrue general leave at the rate of thirty (30) hours for every one (1) month of continuous service, subject to an accrual cap of 360 hours. Miller shall also be entitled to take off the 11 fixed public holidays observed by the Management and Confidential Employee Group. Miller may voluntarily convert, for cash, 360 hours of general leave divided between two opportunities each year: the last pay period in May and the last pay period in October. In order to convert unused general leave for cash, Miller must make an irrevocable election (i.e., pre-designation) specifying the total number of hours to be cashed out from the next years' General Leave accrual. During the calendar year following the pre-designation, Miller 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 2026. The conversion is at 100% of employee's base rate of pay.

k. Fringe Benefits.

1. Retirement. The Authority has contracted with the California Public Employees Retirement System (CalPERS) for retirement benefits. The Authority shall provide a CalPERS contract of two percent (2%) at sixty (60) under the CalPERS Miscellaneous Second Tier, based on the employees' three (3) highest consecutive years. These employees will also contribute the full seven percent (7%) of their salary toward the employees' contribution.

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

4. Termination.

a. At-Will Employment. The Executive Director position is an at-will position. Either the Authority or Miller may terminate this Agreement at any time, with or without cause, by delivering written notice of its decision to the other party. If Miller decides to resign or retire prior to the conclusion of this Agreement, it is expected that Miller will provide the Authority with at least forty-five (45) days' notice.

b. Termination Upon Incapacity. Miller's employment with the Authority shall cease upon the date of her death or physical or mental incapacity to the extent that Miller becomes incapacitated for more than thirty (30) consecutive days or sixty (60) days in the aggregate in any 12-month period to perform her duties on a full-time basis. Upon termination for death or physical or mental incapacity, Miller shall be entitled to receive the compensation described in Section 3 through the date of termination of this Agreement. Miller shall not be entitled to any severance if she is terminated for death.

c. Termination Without Cause. In the event the Authority exercises its right to terminate this Agreement without cause, Miller shall be eligible to receive a severance payment up to six (6) times her current monthly compensation as described in Section 3(a) of this Agreement and as may have been increased by the Authority prior to her separation.

d. Limitations on Severance. Notwithstanding any other provision in this Agreement, in no event shall Miller receive a severance payment in excess of the limitations provided in Government Code sections 53260 - 53264, or other applicable law. Receipt of severance under this Agreement may, at the Authority's discretion, be conditioned upon Miller signing a waiver of claims and release agreement. Further, in the event Miller is convicted of a crime involving an abuse of her office or position, Miller shall reimburse the Authority for any paid leave or cash settlement (including severance), as provided by Government Code sections 53243 – 53243.4.

e. Termination For Cause. If Miller's employment is terminated by the Authority because the Authority, in its sole discretion, determines that Miller has engaged in acts of moral turpitude, or has misused or abused her office or position, then Miller shall not be entitled to any severance payment. Any dispute as to whether severance is excused under this Section 4, shall be referred to binding arbitration before a single neutral arbitrator selected from a list of seven arbitrators requested from the California State Mediation and Conciliation Service. The Authority will strike the first name, and the Parties will alternate striking names until one person is left who shall be designated as the arbitrator.

5. **Miscellaneous.**

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

b. Assignment. This Agreement is for the unique personal services of Miller and may not be assigned by Miller without the expressed written consent of the Authority. Except as so provided, this Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors, and assigns of the Parties hereto.

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

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

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

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

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

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

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

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

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

By: ___________________________________
Vontray Norris, Chairman of the Executive Committee

KRISTIN MILLER

By: ________________________

APPROVED AS TO FORM:

____
Jennifer Petrusis, General Counsel

G-1

MINUTES OF THE REGULAR EXECUTIVE COMMITTEE AND THE USER COMMITTEE **APRIL 21, 2026**

A. **CALL TO ORDER**

The Executive Committee and User Committee convened in a regular joint session at 2:00PM on Tuesday, April 21, 2026, 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 Talyn Mirzakhanian, City of Manhattan Beach
Chief Todd Fox, Gardena Police Department
Chief Eric Lane, Hawthorne Police Department
Chief Jesse Alexander, Manhattan Beach Fire Department
Chief Rachel Johnson, Manhattan Beach Police Department

Absent: City Manager Vontray Norris, City of Hawthorne

Also Present: Mike Saffell, Interim Executive Director
Shannon Kauffman, Operations Manager
Vanessa Alfaro, Finance Manager
Megan Cunningham, Administrative Services Manager
Cristina Manley, Executive Assistant
Jennifer Petrusis, General Counsel RWG
Bill Romesburg, CAD Consultant

C. **PUBLIC DISCUSSION**

None.

D. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes from March 17, 2026
APPROVE
2. Minutes from March 24, 2026
APPROVE
3. Minutes from April 7, 2026
APPROVE
4. Check Register – March 2026
RECEIVE AND FILE
5. Amendment to Professional Services Agreement with Joe Mar Polygraph to Increase Maximum Compensation to $50,000
APPROVE
6. Approve A Change Purchase Order in the Amount of $250,000 to Federal Signal Corporation for Supplies and Equipment
APPROVE
7. Approve PRIMESC Inc. to Complete the Capital Improvement Project Replacement of Heating Boiler and Boiler Controller in the Amount of $33,693.00
APPROVE
8. Approve the Purchase of Versaterm Training Services for Dispatch Personnel on the Computer Aided Dispatch (CAD) System in the Amount of $34,372.00
APPROVE
9. FY25-26 Q3 Budget Update

RECEIVE AND FILE

10. Approve the Purchase of AUTH0 Configuration for Versaterm CAD in the Amount of $44,637.00
APPROVE

MOTION: City Manager Mirzakhanian moved to approve the Executive Committee Consent Calendar Items 1-10. The motion was seconded by City Manager Norris 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 CAD
RECEIVE AND FILE

Interim Executive Director Saffell discussed the CAD switchover date moved from July 13th to August 17th, 2026 to avoid conflict with World Cup and FIFA events.

- This change does not affect existing training or meeting schedules, only the final flip-over date.
- Final acceptance for the project is now projected for September, an additional 30-day push.

Operations Manager Kauffman provided information on a CAD update. The production environment build is complete, and functional acceptance testing is in progress.

- Phase 1 (core CAD and mobile functionality) has passed.
- Phase 2 (verifying the as-built version reflects configuration changes) is ongoing.
- Phase 3 (ensuring all interfaces work in concert) must be completed before advancing.

Training dates are being adjusted to be closer to the new August 17th flip-over date for better retention.

- Train-the-trainer for PD and fire personnel (MDCs) occurred April 13th-17th, with a make-up session for Culver City and Manhattan Beach fire personnel scheduled for May 7th.
- End-user training for MDC, V monitor remote CAD for records personnel is planned for June, and dispatch personnel training for mid-July.

City Manager Mirzakhanian inquired about IT departments aligned with the project.

Bill Romesburg explained a meeting is scheduled for Friday at 1:00PM to train agencies on mobile software installation.

Chief Alexander inquired on updates interfaces delays/AVL testing. Bill Romesburg confirmed that AVL testing on mobile devices at each agency expected to begin in May, before the 20th. Significant progress has been made on CAD interfaces and mobile software rollout.

- Interfaces are confirmed as tested end-to-end and fully functional. Emergency Reporting/Digital EMS is a standard, working interface.

Fire Alerting System Overhaul
The new CAD system requires an external “network interface controller” (NIC)from WestNet for fire altering, replacing the Tiburon CAD’s built-in functionality.

- This unexpected purchase is necessary, but existing fire station equipment will remain compatible.
- The new system offers simultaneous fire altering and automated voice dispatching as an optional add-on.
- This allows dispatches to go out to all stations simultaneously, eliminating the old sequential altering process, and users can select the voice for dispatch calls.

Commline is preparing a quote for installing a fixture on the RCC antenna for correct broadcast, and a quote from WestNet for the NIC and associated costs is by 5PM today for evaluation.

2. Executive Director’s Update on Staffing
RECEIVE AND FILE

Administrative Services Manager Cunningham provided a staffing update.
Staffing as of April 2026:
Current Staffing:

- Temporary Employees - 3
- Part-time Employees - 9
- Full-time Employees – 28
- Supervisors – 3

Recruitment efforts from March 17th to April 20th yielded 503 applications, with 123 Criticall Tests taken and 25 passed, maintaining a consistent pass rate.

- New Hires – 6
- Backgrounds – 14
- Training Phases – 8

Interim Executive Director explained the supervisor recruitment is a high priority, with testing expected within the next 45 days, as the team is currently down to two supervisors.

- External recruitment is necessary due to insufficient internal interest, and CPS has been engaged to assist with testing procedures.
- The goal for the next recruitment is to staff all seven supervisor positions, an increase from historical 4-5 of 7.

3. Executive Director’s Update on Technical Services
RECEIVE AND FILE

Administrative Services Manager Cunningham provided an update on Technical Services.
Fleet Inventory Update:
Out of 31 vehicles identified last year as obtained by cities but not yet delivered, 21 are still pending delivery.

- 10 of these vehicles are now in a city facility or being worked on, and twelve are in cities awaiting coordination for transfer.
- 4 additional cars were built in the last month, bringing the total to 65 built

as of yesterday (up from 61 on March 17th).

- The team is averaging about 4 car builds per month, aligning with the 4 available bays, with all parts ordered.
- Patrol vehicles require approximately 80 hours to build, while admin vehicles require about 40 hours, with a significant rush of vehicles anticipated by the end of May or June.
- An assessment regarding vehicles builds and repair orders is currently underway.

Organizational Assessment – Mercury

A kickoff meeting with Mercury for the organizational assessment was held last week.

- Mercury anticipates being on-site for approximately one week to engage with all stakeholders, including staff and management.
- Following the on-site visit, Mercury will proceed with the actual assessment, with deliverables and the full assessment expected within 8-10 weeks.

G. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes for February 17, 2026
   APPROVE
2. Minutes for March 17, 2026
   APPROVE

MOTION: Chief Fox motioned to approve Items 1-2. The motion was seconded by Chief Lane and passed by a vote of 4-0.

H. **ITEMS REMOVED FROM CONSENT CALENDAR**

None.

I. **EXECUTIVE COMMITTEE AND USER COMMITTEE COMMENTS**

Interim Executive Director Saffell appreciated all staff for sentiments/food for National Dispatchers Week – Thank you!

J. **CLOSED SESSION**

The Executive Committee entered closed session at 2:28PM and returned at 2:56PM with no reportable action taken.

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

K. **ADJOURNMENT**

The meeting was adjourned at 2:56PM.