

A G E N D A
REGULAR MEETING OF THE BOARD OF DIRECTORS,
THE EXECUTIVE COMMITTEE, AND THE USER COMMITTEE
TUESDAY, JULY 21, 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. Board of Directors
2. Executive Committee
3. User Committee

C. **PUBLIC DISCUSSION**

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

D. **ELECTION OF THE BOARD OF DIRECTORS CHAIRPERSON AND VICE-CHAIRPERSON FOR FISCAL YEAR 2026-2027**

E. **BOARD OF DIRECTORS CONSENT CALENDAR**

1. Minutes from March 17, 2026
APPROVE
2. Schedule of Fees and Charges for Fiscal Year 2026/27 as Described in Exhibit A of the Draft Resolution
ADOPT A RESOLUTION ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2026/27
3. Carry Over of FY2025/26 Funds to FY2026/27 for Encumbered Purchase Orders and Adopted Capital Improvement Projects Totaling \$1,718,284.78
APPROVE CARRY OVER OF FUNDS
4. Updated Publicly Available Pay Schedule
APPROVE AND ADOPT
5. Delegation to Treasurer the Authority to Select the Individuals Who Are Authorized Designators in Order to Transact Business With the Authority's Bank Provider
ADOPT A RESOLUTION DELEGATING AUTHORITY TO TREASURER TO DESIGNATE AUTHORIZED DESIGNATORS FOR BANKING PURPOSES
6. Consumer Price Index Based Adjustment of an Increase of 3.68% For Richards, Watson & Gershon's Legal Services Rates
ADOPT RESOLUTION APPROVING AN ANNUAL CONSUMER PRICE INDEX ADJUSTMENT FOR RATES IN THE LEGAL SERVICES AGREEMENT WITH RICHARDS, WATSON & GERSHON

F. **ITEMS REMOVED FROM CONSENT CALENDAR**

G. **BOARD OF DIRECTORS GENERAL BUSINESS**

1. Consider Whether the Authority Should Become a Member of Public Risk Innovation,

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].

Solutions, and Management (PRISM) to Jointly Develop and Fund Insurance Programs As Determined and Whether the Authority Should Participate in PRISM's Cyber Liability Program

ADOPT A RESOLUTION APPROVING THE AUTHORITY BECOMING A MEMBER OF PRISM; AUTHORIZING EXECUTION OF THE JOINT POWERS AGREEMENT; AND AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING FOR CYBER LIABILITY PROGRAM

H. **ELECTION OF THE EXECUTIVE COMMITTEE CHAIRPERSON AND VICE-CHAIRPERSON FOR FISCAL YEAR 2026-2027**

I. **EXECUTIVE COMMITTEE CONSENT CALENDAR**

1. Minutes from June 16, 2026
APPROVE
2. Check Register – June 2026
RECEIVE AND FILE
3. Approve a Change Purchase Order in the Amount of \$5,000 to Richards, Watson, & Gershon for Legal Services
APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE CHANGE PURCHASE ORDER
4. Approve a Change Purchase Order in the Amount of \$21,000 to CDW, Inc for Supplies and Services
APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE CHANGE PURCHASE ORDER

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

K. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Executive Director's Update on Versaterm CAD Project
RECEIVE AND FILE
2. Executive Director's Update on Staffing and Recruitment
RECEIVE AND FILE
3. Executive Director's Update Technical Services
RECEIVE AND FILE
4. Executive Director's Update on Capital Improvement Projects
RECEIVE AND FILE

L. **ELECTION OF THE USER COMMITTEE CHAIRPERSON AND VICE-CHAIRPERSON FOR FISCAL YEAR 2026-2027**

M. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from June 16, 2026
APPROVE

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

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

P. **ADJOURNMENT**

Posting Date/Time: July 17, 2026/5:00PM

Signature:



Kristin Miller, Executive Director

E-1

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

MARCH 17, 2026

A. CALL TO ORDER

The Board of Directors, Executive Committee and User Committee convened in a regular joint session at 2:03 PM on Tuesday, March 17, 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: Councilmember Rodney Tanaka, City of Gardena
Mayor David Lesser, City of Manhattan Beach
Mayor Pro Tem Alex Monteiro, City of Hawthorne
City Manager Vontray Norris, City of Hawthorne
City Manager Talyn Mirzakhanian, City of Manhattan Beach
Chief Todd Fox, Gardena Police Department
Captain Christian Eichenlaub, Manhattan Beach Police Department

Absent: City Manager Clint Osorio, City of Gardena
Chief Eric Lane, Hawthorne Police Department
Chief Jesse Alexander, Manhattan Beach Fire Department
Chief Rachel Johnson, Manhattan Beach Police Department

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

C. PUBLIC DISCUSSION

None.

MOTION: To switch the meeting order to address Executive Committee items first and approved (2 – 0).

D. EXECUTIVE COMMITTEE CONSENT CALENDAR

1. Minutes from February 17, 2026
APPROVE
2. Minutes from March 3, 2026
APPROVE
3. Check Register – February 2026
RECEIVE AND FILE
4. Cash and Investments Report for December 31, 2025
RECEIVE AND FILE
5. Fiscal Year 2024-2025 Annual Financial Report
RECEIVE AND FILE
6. Agreement with GetRes911 to Provide Professional Placement Services for Temporary Communications Operators
APPROVE AND AUTHORIZE INTERIM EXECUTIVE DIRECTOR TO EXECUTE ON BEHALF OF AUTHORITY

MOTION:

E. **ITEMS REMOVED FROM CONSENT CALENDAR**

F. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Agreement with Mercury Associates, Inc for an Organizational Assessment of the Technical Services Division
APPROVE AND AUTHORIZE INTERIM EXECUTIVE DIRECTOR TO EXECUTE ON BEHALF OF THE AUTHORITY
2. Executive Director's Update on CAD
RECEIVE AND FILE
3. Executive Director's Update on Staffing
RECEIVE AND FILE
4. Executive Director's Update on Technical Services
RECEIVE AND FILE
5. Presentation of 2025 Communications Center Statistics
RECEIVE AND FILE

G. **BOARD OF DIRECTORS CONSENT CALENDAR**

1. Minutes from January 20, 2026
APPROVE
2. Cash Investments Report for December 31, 2025
RECEIVE AND FILE
3. Resolution Delegating Investment Authority to the Treasurer over Authority Funds and the Authority's Section 115 Trust
APPROVE AND ADOPT RESOLUTION
4. Resolution Establishing a Recruitment Incentive and Referral Bonus Policy and Repealing Resolution No. 351

MOTION: Councilmember Tanaka moved to approve the Board of Directors Consent Calendar items 1-2. The motion was seconded by Mayor Lesser and passed by a vote of 3-0.

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

I. **BOARD OF DIRECTORS GENERAL BUSINESS**

1. Fiscal Year 2026-2027 Five-Year Capital Improvement Plan
APPROVE AND ADOPT RESOLUTION
2. Resolution Adopting the Budget for Fiscal Year 2026-2027
APPROVE AND ADOPT RESOLUTION

J. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes from February 17, 2026
APPROVE

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

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

M. **EXECUTIVE COMMITTEE CLOSED SESSION AGENDA**

The Executive Committee entered closed session at 3:01PM and returned at 3:09PM with no reportable action taken.

1. CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Government Code Section 54957.6
Agency Designated Representatives: Executive Director and Liebert, Cassidy
Whitmore Employee Organization: The California Teamsters Public,
Professional and Medical Employees Union Local 911

N.

ADJOURNMENT

The meeting was adjourned at 3:10 PM.

E-2



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: July 21, 2026

ITEM NUMBER: E-2

TO: Board of Directors

FROM: Kristin Miller, Executive Director
Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH
BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY
ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR
FISCAL YEAR 2026/27

ATTACHMENTS: 1. Resolution

RECOMMENDATION

Staff recommends the Board of Directors adopt the resolution establishing an updated schedule of fees and charges for Fiscal Year 2026/27.

BACKGROUND

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

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

DISCUSSION

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

Occasionally, the Authority performs these services for various outside agencies, including

police departments for cities and colleges in the greater south bay area. These engagements are authorized only when staff can accommodate this additional work without negatively impacting the service needs of the Authority's member and contract cities. In such cases, these outside agencies are charged the costs of supplies and equipment associated with completing the work plus applicable labor costs.

Technical Services Division labor costs have been established as \$219.47 per hour for FY2026/27. This is an increase of \$28.49 per hour, or 15%, over last year's \$190.98 per hour rate.

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

- Patrol Vehicle Buildout Fee - \$17,558
 - o Assumes a flat amount of 80 hours of labor per vehicle.
 - o Uses the fully burdened rate of \$219.47 per hour.
 - o Recovers Authority costs related to providing this service.
 - o Does not apply to work orders for member cities and other agencies with agreements that only provide for the billing of actual costs of parts, supplies, and equipment.
- Unmarked Law Enforcement Vehicle Buildout Fee - \$8,779
 - o Assumes a flat amount of 40 hours of labor per vehicle.
 - o Uses the fully burdened rate of \$219.47 per hour.
 - o Recovers Authority costs related to providing this service.
 - o Does not apply to work orders for member cities and other agencies with agreements that only provide for the billing of actual costs of parts, supplies, and equipment.
- Specialty Vehicle Buildout Fee - \$219.47 per hour
 - o Quotes will be provided prior to work commencing and will be determined by vehicle type and the scope of work.
 - o Uses the fully burdened rate of \$219.47 per hour.
 - o Recovers Authority costs related to providing this service.
 - o Does not apply to work orders for member cities and other agencies with agreements that only provide for the billing of actual costs of parts, supplies, and equipment.
- Maintenance and Repair Fee - \$219.47 per hour
 - o Quotes will be provided prior to work commencing and will be determined by vehicle type and the scope of work.
 - o Uses the fully burdened rate of \$219.47 per hour.
 - o Recovers Authority costs related to providing this service.
 - o Does not apply to work orders for member cities and other agencies with agreements that only provide for the billing of actual costs of parts, supplies, and equipment.
- Parts Administrative Charge – 8% of Actual Cost
 - o Applied to all parts, supplies, and equipment purchased to complete vehicle equipment installation, maintenance, and repair service work orders.

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

FISCAL IMPACT

Any upfitting of vehicles for outside agencies during FY2026/27 will generate revenue in excess of budgeted costs attributed to the Technical Services Division.

E-2

Attachment 1

RESOLUTION NO. ____

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAY
REGIONAL PUBLIC COMMUNICATIONS AUTHORITY ESTABLISHING A
SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2026/27**

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

1. The recovery of costs incurred by the Authority for providing services to outside agencies is necessary for the efficient management of the Authority's operations.
2. Resolution No. 375, passed and adopted July 15, 2025, and all amendments thereof are hereby repealed.
3. The Board of Directors hereby establishes, effective July 1, 2026, fees and charges as set forth in Exhibit "A."
4. The secretary shall certify to the adoption of this Resolution by the Board of Directors of the South Bay Regional Public Communications Authority.

Passed, approved, and adopted in a meeting held on the 21st day of July 2026 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Rodney Tanaka, Councilmember
Chairman, Board of Directors

Kristin Miller, Executive Director
Secretary, Board of Directors

EXHIBIT A

Maintenance and Repair Fee:	\$219.47 per hour
Parts Administrative Charge:	8% of Actual Cost
Patrol Vehicle Buildout Fee:	\$17,558
Specialty Vehicle Buildout Fee:	\$219.47 per hour
Unmarked Law Enforcement Vehicle Buildout Fee:	\$8,779

E-3



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: July 21, 2026

ITEM: E-3

TO: Board of Directors

FROM: Kristin Miller, Executive Director
Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: CARRY OVER OF FY2025/26 FUNDS TO FY2026/27 FOR
ENCUMBERED PURCHASE ORDERS AND ADOPTED CAPITAL
IMPROVEMENT PROJECTS TOTALING \$1,718,284.78.

ATTACHMENTS: None

RECOMMENDATION

Staff recommends that the Board of Directors approve a carry over to FY26-27 of the following purchase orders issued in FY25-26 and corresponding encumbered funds totaling \$323,367.60 and adopted Capital Improvement Projects totaling \$1,394,917.18 for a grand total of \$1,718,284.78.

Purchase Orders

PO	Vendor	Description	Amount
00902	Cit Com	CAD Consulting Services	\$ 39,825.00
00940	Michael E. Lang	Fire CAD Consulting Services	22,600.00
00954	GSE Solutions	Consulting Services for CIP RFPs	14,350.00
00968	Commline	PCT Microwave Radio Replacement	61,100.00
00981	Commline	APX 8500 Console Upgrade	12,325.00
00982	Commline	Punta Microwave Radio Replacement	62,300.00
00970	On Power Industries	Diesel Fuel Tank Polishing System	25,492.60
01030	Mercury Associates	TSD Fleet Assessment	85,375.00
Total			\$ 323,367.60

Adopted Capital Improvement Projects

Project #	Description	Amount
25-04-FA	Radio Room AC Units	180,000.00
26-01-IT	CAD Implementation	1,005,917.18
26-02-IT	Deployment of MFA	25,000.00
26-01-FA	Building Automation System	155,000.00
26-05-FA	Glass Block Walls & Windows Repointing	29,000.00
Total		1,394,917.18

DISCUSSION

The Authority has existing agreements and corresponding purchase orders for work that is currently under way and anticipated to be completed in the coming months. For this reason, staff recommends a carry-over of the listed purchase orders issued in FY25/26 and corresponding encumbered funds totaling \$323,367.60.

During the August 2024 meeting, the Board of Directors adopted an initial Five-Year Capital Improvement Plan (CIP) effective FY24-25. Five of the six projects adopted in FY24-25 were completed in FY25-26. One additional project (#25-04-FA) remains open and is expected to be completed in the coming months.

For FY25-26, the adopted CIP included eight projects; four were completed and four are currently in progress and expected to be completed in the 2026-2027 fiscal year. Therefore, a carryover of the appropriated funds is needed for CIP projects totaling \$1,394,917.18.

FISCAL IMPACT

The recommended carryovers from FY2025/26 to FY2026/27 total \$1,718,284.78.

E-4



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: July 21, 2026

ITEM: E-4

TO: Board of Directors

FROM: Kristin Miller, Executive Director
Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: UPDATED PUBLICLY AVAILABLE PAY SCHEDULE

ATTACHMENTS: 1. Publicly Available Pay Schedule

RECOMMENDATION

Staff recommends that the Board of Directors approve and adopt the attached pay schedule reflecting all Authority positions and associated salaries in order to meet the California Public Employees' Retirement System (CalPERS) requirements of Government Code § 20636(b)(1) and CCR § 570.5.

BACKGROUND

CalPERS requires that one comprehensive salary schedule be duly approved and adopted by the Authority's governing body which indicates the position title for every employee position and shows the payrate for each position. This payrate is that which is to be reportable as compensation earnable (for the purposes of establishing an employee's pensionable income) to CalPERS.

DISCUSSION

This report updates the Authority's salary schedule based upon the approved and adopted memoranda of understanding (MOUs) that the Authority maintains with its represented employees and the employment agreement it maintains with its non-represented employee. Staff requests that the Board of Directors approve the attached salary schedule, which will fulfill the CalPERS requirement for "publicly available pay schedules" approved by the governing body.

The following changes since the last schedule was adopted include:

- Per the MOU with the Management and Confidential Employees approved by the Executive Committee on July 15, 2025 and subsequent side letter agreement amending the MOU approved on March 24, 2026, the following positions received a 6% wage increase effective July 4, 2026:

- o Accountant
 - o Administrative Services Manager
 - o Executive Assistant
 - o Finance & Performance Audit Manager
 - o Operations Manager
- Per the MOU with the Communications Workers of America approved by the Executive Committee on August 19, 2025 and subsequent side letter agreement amending the MOU approved on March 24, 2026, the following position receives a 6% wage increase effective July 4, 2026:
 - o Communications Supervisor
 - Per the MOU with the California Teamsters Public, Professional and Medical Employees Union Local 911 approved by the Executive Committee on March 24, 2026, the following positions receive a 6% wage increase on July 4, 2026:
 - o Communications Operator
 - o Public Safety Communications Specialist I
 - o Public Safety Communications Specialist II

California Code of Regulations (CCR) 570.5 outlines the requirements to satisfy CalPERS' definition of "publicly available pay schedules," as follows:

(a) For purposes of determining the amount of "compensation earnable" pursuant to Government Code Sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:

1. Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meeting laws;
2. Identifies the position title for every employee position;
3. Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;
4. Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
5. Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
6. Indicates an effective date and date of any revisions;
7. Is retained by the employer and available for public inspection for not less than five years; and
8. Does not reference another document in lieu of disclosing the payrate.

The comprehensive pay schedule for all Authority positions must be independent from the salary schedules attached to any memoranda of understanding (MOUs) or included in an employment agreement.

FISCAL IMPACT

None

E-4

Attachment 1

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

Publicly Available Pay Schedule

MONTHLY SALARY STEPS OF REPRESENTED POSITIONS

Salary Effective Date	Position Title	Step A	Step B	Step C	Step D	Step E	Step F	Step G
07/04/2026	Accountant	\$ 8,562.70	\$ 8,977.99	\$ 9,413.42	\$ 9,869.97	\$ 10,348.66	\$ 10,607.38	\$ 10,872.56
07/04/2026	Administrative Services Manager	\$ 12,961.58	\$ 13,590.22	\$ 14,249.34	\$ 14,940.43	\$ 15,665.04	\$ 16,056.67	\$ 16,458.09
07/04/2026	Communications Operator	\$ 6,970.31	\$ 7,305.70	\$ 7,657.88	\$ 8,027.75	\$ 8,416.02	\$ 8,823.77	\$ 9,251.79
07/04/2026	Communications Supervisor	\$ 8,395.75	\$ 8,803.57	\$ 9,231.73	\$ 9,681.31	\$ 10,153.38	\$ 10,649.04	\$ 11,169.50
07/04/2026	Executive Assistant	\$ 9,190.13	\$ 9,635.85	\$ 10,103.19	\$ 10,593.19	\$ 11,106.97	\$ 11,384.63	\$ 11,669.25
07/04/2026	Finance & Performance Audit Manager	\$ 13,286.50	\$ 13,930.90	\$ 14,606.54	\$ 15,314.97	\$ 16,057.75	\$ 16,459.19	\$ 16,870.66
07/04/2026	Public Safety Communications Specialist I	\$ 7,819.90	\$ 8,210.89	\$ 8,621.44	\$ 9,052.50	\$ 9,505.13	N/A	N/A
07/04/2026	Public Safety Communications Specialist II	\$ 8,210.90	\$ 8,621.43	\$ 9,052.51	\$ 9,505.13	\$ 9,980.39	N/A	N/A
07/04/2026	Operations Manager	\$ 13,547.23	\$ 14,224.57	\$ 14,935.80	\$ 15,682.59	\$ 16,466.73	\$ 16,878.39	\$ 17,300.35

MONTHLY SALARY STEPS OF UNREPRESENTED POSITIONS

Salary Effective Date	Position Title	Salary
05/22/2026	Executive Director	\$ 18,750.00

HOURLY RATE STEPS FOR PART-TIME EMPLOYEES

Salary Effective Date	Position Title	Step A	Step B	Step C	Step D	Step E
01/01/2026	Administrative Intern	\$ 16.90	\$ 16.90	\$ 18.15	N/A	N/A
07/04/2026	Communications Operator	\$ 40.21	\$ 42.15	\$ 44.18	\$ 46.31	\$ 48.55
11/20/2019	Office Assistant	\$ 18.00	\$ 19.80	\$ 21.78	N/A	N/A

E-5



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: July 21, 2026

ITEM NUMBER: E-5

TO: Board of Directors

FROM: Kristin Miller, Executive Director
Vanessa Alfaro, Finance & Performance Audit Manager

SUBJECT: RESOLUTION OF THE BOARD OF DIRECTORS OF THE SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY DELEGATING AUTHORITY TO TREASURER TO DESIGNATE AUTHORIZED DESIGNATORS FOR BANKING PURPOSES

ATTACHMENTS: 1. Resolution

RECOMMENDATION

Staff recommends the Board of Directors adopt the resolution delegating authority to the Treasurer to designate bank administrators for the purposes of transacting day-to-day business with the bank.

BACKGROUND

Resolution No. 349, adopted in September 2022, authorized the Treasurer to contract for banking services upon review of contract by the Executive Committee, and establish a bank account on behalf of the Authority in accordance with the requirements of California Government Codes 53679 and 53649. The Authority contracted for its current banking services with Bank of the West in 2022, which was subsequently acquired by BMO Bank in 2023.

DISCUSSION

BMO Bank is undergoing client maintenance and requires the Authority provide a list of Authorized Designators for the purposes of transacting business with the bank. Responsibilities of Authorized Designators include check signing, initiating and approving electronic funds transfers and wire transfers, instructing the banking institution on set-up, security, and user procedures, and executing forms. However, the authority to open and close bank accounts will be reserved to the contracting officer (Treasurer) only.

To maintain operational efficiency, staff recommends the Board of Directors delegate the responsibility of selecting Authorized Designators to the Authority's Treasurer and adopt

a resolution to confirm the Treasurer is duly qualified and authorized to do so.

FISCAL IMPACT

None.

E-5

Attachment 1

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS
AUTHORITY DELEGATING AUTHORITY TO
TREASURER TO DESIGNATE AUTHORIZED
DESIGNATORS FOR BANKING PURPOSES**

WHEREAS, the Board of Directors adopted Resolution 349 authorizing the Treasurer to contract for banking services upon the review and approval of the contract by the Executive Committee; and

WHEREAS, the Treasurer, on behalf of the South Bay Regional Public Communications Authority and pursuant to the approval of the Executive Committee, entered into a contract with Bank of the West, which was subsequently acquired by BMO Bank;

WHEREAS, it would be helpful to the operations of the Authority to have certain Authority individuals, in addition to the Treasurer, designated as Authorized Designators for the purpose of transacting business with the Authority's banking institution; and

WHEREAS, the Board of Directors desires to delegate the authority to select those individuals who should be designated as Authorized Designators to the Treasurer.

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

SECTION 1. The Board of Directors hereby delegates to the Treasurer the authority to select the individuals to be Authorized Designators with the banking institution utilized by the Authority and confirms that the Treasurer is duly qualified to select those individuals. Those individuals selected by the Treasurer to be Authorized Designators shall be authorized to, on behalf of the Authority, transact business with the bank provider, including check signing, initiating and approving electronic funds transfers and wire transfers, instructing the banking institution on set-up, security, and user procedures, and executing forms. However, the authority to open and close bank accounts will be reserved to the contracting officer (Treasurer) only.

WE HEREBY CERTIFY that the foregoing is a true copy of the resolution adopted by the Board of Directors of the South Bay Regional Public Communications Authority in a meeting thereof held on the 21st day July, 2026, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Rodney Tanaka, Councilmember
Chairman, Board of Directors

Kristin Miller, Executive Director
Secretary, Board of Directors

E-6



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: July 21, 2026

ITEM: E-6

TO: Board of Directors

FROM: Kristin Miller, Executive Director

SUBJECT: A RESOLUTION OF THE BOARD OF DIRECTORS
APPROVING AN ANNUAL CONSUMER PRICE INDEX
ADJUSTMENT FOR RICHARDS, WATSON & GERSHON'S
LEGAL RATES

ATTACHMENTS: 1. CPI Comparison Chart
2. Legal Services Agreement
3. Resolution No. _____

RECOMMENDATION

Staff recommends that the Board of Directors adopt a resolution approving an annual consumer price index adjustment to increase Richards, Watson & Gershon's legal rates by 3.68%.

BACKGROUND

On February 19, 2019, the Executive Committee approved a legal services agreement (Agreement) with the firm of RWG for legal services. The Agreement sets rates for various types of legal services provided with an annual adjustment consistent with the Consumer Price Index (CPI). Pursuant to the Agreement, any annual adjustment of 3.0% or more requires prior written approval of the Board of Directors. Because the requested CPI adjustment for the last period is 3.68%, Board of Directors approval is required.

DISCUSSION

According to Section 5.B. of the Legal Services Agreement between RWG and the Authority, and commencing July 1, 2021, the hourly rate charged by RWG automatically increases annually by the percentage change in the Consumer Price Index. Pursuant to that provision, any annual adjustment at or in excess of 3% requires prior written approval by the Board of Directors.

The CPI increase from April 2025 to April 2026 is 3.68%. As it is more than 3%, the adjustment in rates to reflect the CPI increase of 3.68% requires Board of Directors

E-6

Attachment 1

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY - RATE ADJUSTMENT BY CPI INCREASE

[illegible]

approval. The following are the revised billing rates after applying this CPI increase to the current billing rates:

- \$293/hr current billing rate for general services would be increased to \$304/hr.
- \$362/hr current billing rate for special services (e.g., real estate, labor & employment, litigation, public finance services) would be increased to \$375/hr
- \$483/hr current billing rate for bond counsel would be increased to \$501/hr
- \$208/hr current billing rate for paralegal services would be increased to \$216/hr

If approved by the Board of Directors, the new rates would go into effect for time billed after the Board of Directors' approval.

FISCAL IMPACT

Legal services fees are budgeted in total and not by specific provider. It is anticipated that the 2026/2027 Budget for total legal services across all providers and will cover the costs related to the RWG CPI increase.

E-6

Attachment 2

LEGAL SERVICES AGREEMENT

Contract

THIS LEGAL SERVICES AGREEMENT ("Agreement") is made and entered into as of February 19, 2019, by and between the South Bay Regional Public Communications Authority ("Authority"), a California Joint Powers Authority, and the law firm of Richards, Watson & Gershon ("RWG"), A Professional Corporation. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. **Recitals.** This Agreement is made with respect to the following purposes and facts that each party agrees are true and correct:

A. The Authority wishes to retain RWG to provide legal services and serve as General Counsel to the Authority, as directed by the Authority's Board of Directors ("Authority Board"), Executive Committee, User Committee, and Executive Director;

B. RWG wishes to provide the requested legal services to the Authority;

C. The attorneys of RWG are duly licensed under the laws of the State of California and are qualified and competent to provide General Counsel and Special Counsel legal services as contemplated by this Agreement.

2. **Scope of Work.** RWG shall perform all legal services for the Authority as directed by the Authority Board, Executive Committee, User Committee, or Executive Director, except as provided in Section 6 with respect to matters in which RWG has a conflict under the Rules of Professional Conduct or California law. RWG shall at all times, without limitation, faithfully and competently perform all tasks described herein in a manner satisfactory to the Authority and consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Legal services shall include the following:

A. Attendance at Authority Board meetings, and any other meeting directed by the Executive Director (hereafter "Executive Director" shall include the Executive Director's designee), unless excused therefrom by the Executive Director;

B. Attendance at staff meetings when directed by the Executive Director;

C. Legal research and legal advice to the Authority Board, any Authority committees or sub-committees, the Executive Director, and Authority Staff;

D. Preparation and review of resolutions and agreements as requested;

E. Representation of the Authority in non-adversarial administrative proceedings, legislative hearings, and other intergovernmental matters;

F. Representation of the Authority and Authority officials and employees in claims and litigation filed by or against the Authority;

- G. Oversight of legal matters handled by outside counsel;
- H. Legal services for entities, if any, created by the Authority;
- I. Bond counsel, disclosure counsel, and issuer counsel services in connection with the issuance of bonds or other obligations by the Authority, or any entity created by the Authority; and
- J. Such other legal services as may be directed by the Authority Board, Executive Committee, or Executive Director from time to time.

3. **Term.** This Agreement shall commence on February 19, 2019, and shall continue in effect until terminated by the Authority or RWG. The Authority or RWG may terminate this Agreement at any time, with or without cause, by giving thirty (30) days written notice to the other party prior to termination of this Agreement. In the event of termination, RWG shall comply with all provisions of the Rules of Professional Conduct for the termination of a client relationship, shall assist the Authority in the transition to a new firm, and shall be compensated for such assistance at the rates provided for in this Agreement.

4. **Designation of General Counsel.** Jennifer Petrusis shall be designated as General Counsel to the Authority to serve at the will and pleasure of the Authority Board. Jennifer Petrusis will be the RWG attorney with responsibility for providing legal services for the Authority, and will be the principal contact for the Authority Board, the Executive Committee, the User Committee, the Executive Director, and Authority staff. Other RWG attorneys will be assigned by Jennifer Petrusis to work on legal matters for the Authority on an "as-needed" basis under her supervision.

5. **Compensation, Expenses and Billing.**

A. **Compensation Rates.** RWG shall be compensated for the performance of legal services in accordance with the compensation rate schedule for the Authority ("Compensation Rate Schedule"), attached to this Agreement as Exhibit A and incorporated herein as though set forth in full. The terms of this Agreement and the Compensation Rate Schedule shall apply to legal services performed for entities affiliated with the Authority that may be established. Except as provided in paragraph B of this Section, the Compensation Rate Schedule shall remain in effect until amended by mutual agreement of the parties.

B. **Adjustment in Rates by Change in CPI.** Commencing July 1, 2021, and annually thereafter, the hourly rates set forth on Exhibit A shall automatically increase by the percentage change in the Consumer Price Index (All Urban Consumers; Los Angeles-Riverside-Orange County). The calculation shall be made using the month of April over the month of April in the prior year. Any such annual adjustment that equals or exceeds three percent (3%), and any other adjustments in the rates, shall require prior written approval of the Authority Board.

C. **Reimbursable Expenses and Other Costs.** RWG shall be compensated for the expenses and costs as set forth in the attached Compensation Rate Schedule.

D. **Billing.** RWG shall provide to the Authority a monthly invoice for services provided, time spent providing those services, and costs incurred in the form customarily supplied by RWG to public agency clients being billed on an hourly basis. The Authority shall process and cause such invoices to be paid promptly and no later than within thirty (30) days of receipt of invoice.

6. **Conflicts of Interest.** RWG shall comply with all applicable laws and professional rules and standards relating to any known conflict of interest involving the Authority and matters upon which RWG is providing legal services under this Agreement. RWG shall not reveal confidential information of the Authority except with the consent of the Authority Board, or Executive Director, or as otherwise required by law. RWG shall notify the Authority Board or Executive Director, depending on the circumstances, of any conflict of interest related to matters upon which it is providing legal services under this Agreement upon discovery of any such conflicts. In the event that such conflict is not or cannot be waived or resolved, the Authority shall retain alternate legal counsel and RWG shall assist and cooperate with such legal counsel retained by the Authority on the matter for which the conflict arose.

7. **Client Files.**

A. At the conclusion of RWG's legal representation of the Authority, the original client files for the work performed under this Agreement for the Authority shall be made available to the Authority. RWG will be entitled to make copies of the client files. Authority shall take possession of any and all original contracts, and other such important documents that may be in the client files, and RWG shall have no further responsibility with regard to such documents.

B. If the Authority does not take possession of all client files at the conclusion of RWG's legal representation of the Authority, RWG shall store any remaining client files for a period of at least one (1) year. At the conclusion of such one (1) year period, RWG may send to the Authority a notice, advising of RWG's intention to dispose of the client files. The Authority shall have sixty (60) days from the date of such notice to take possession of the client files. If the Authority does not take possession of the client files during that time, the Authority agrees that RWG may dispose of the client files without further notice.

C. This section shall survive the expiration of this Agreement.

8. **Insurance.**

A. **Coverage Levels.** RWG shall maintain at all times during the term of this Agreement policies of insurance with at least the minimum coverage specified below:

- 1) General liability insurance with a combined single limit of not less than two million dollars (\$2,000,000);
- 2) Workers' compensation coverage in compliance with California law;

3) Professional liability coverage with a minimum limit of liability of two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) in the aggregate. Such insurance may be subject to a self-insured retention or deductible to be borne entirely by RWG which shall not exceed two hundred fifty thousand dollars (\$250,000) per claim, without prior approval of the Executive Director.

B. All such policies of insurance specified above shall:

1) Except as to professional liability insurance, provide minimum thirty (30) days' notice of cancellation by insurer, except in the event of non-payment of premium, in which case ten (10) days' notice is to be provided;

2) Be maintained in full force and effect throughout the term of this Agreement; and

3) Be placed with insurance carriers with an A.M. Best rating of no less than A-:VII or otherwise acceptable to Authority.

9. **Independent Contractor.** No employment relationship is created by this Agreement. RWG shall be an independent contractor of the Authority, except that at all times providing services under the Agreement, RWG's shareholders and employees shall be acting as public officials.

10. **General Provisions.**

A. **Non-Discrimination.** In the performance of this Agreement, RWG shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, sexual orientation or medical condition.

B. **Assignment/Delegation.** This Agreement contemplates the personal professional services of RWG to Authority and neither this Agreement, nor any portion thereof, shall be assigned or delegated by either party without the prior written consent of both parties.

C. **Interpretation.** The following rules of legal construction shall apply:

1) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the substantive laws of the State of California.

2) The article and section captions and headings in this Agreement have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

3) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

D. Attorney's Fees. The parties acknowledge and agree that each will bear its own costs, expenses and attorney's fees arising out of or connected with the negotiation, drafting, and execution of this Agreement.

E. Notices, etc. Any notice required to be given shall be deemed to have been given by depositing such notice in the United States mail, postage prepaid, and addressed as follows:

TO AUTHORITY:

South Bay Regional Public
Communications Authority
4440 West Broadway
Hawthorne, California 90250
Attention: Executive Director

TO RWG:

Jennifer Petrusis
Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071-3101

Either party may, from time to time, by written notice to the other, designate a different address or contact person, which shall be substituted for the one above specified. Notices, invoices and other documents delivered under this Agreement shall be deemed delivered upon receipt by personal service or as of the third (3rd) day after deposit in the United States mail.

F. Signatories. Each signatory warrants and represents that he or she is competent and authorized to execute this Agreement on behalf of the party for whom he or she purports to sign.

G. Entire Agreement. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

H. Modification of Agreement. This Agreement and the provisions set forth herein may be modified only by way of a written amendment to this Agreement that has been approved and executed by and on behalf of both RWG and the Authority.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign below.

February __, 2019

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY



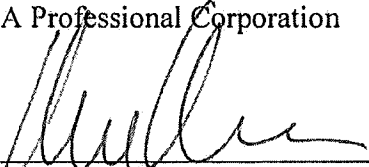
Edward Medrano
Chairperson, Executive Committee

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY



Erick B. Lee
Executive Director

RICHARDS, WATSON & GERSHON,
A Professional Corporation



Kayser O. Sume
Chairman, Board of Directors

EXHIBIT A

RICHARDS, WATSON & GERSHON COMPENSATION RATE SCHEDULE FOR SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

(EFFECTIVE FEBRUARY 12, 2019)

Legal services provided by Richards, Watson & Gershon ("RWG") to the South Bay Regional Public Communications Authority ("Authority") shall be billed to, and compensated by, the Authority as follows:

A. General Services.

General Services are defined as all legal services that are not defined below as Special Services, or Bond Counsel Services. Without limitation, all of the following are General Services:

1. Attendance at Authority Board of Director meetings, and any other meeting directed by the Executive Director (hereafter "Executive Director" shall include the Executive Director's designee), unless excused by the Executive Director;
2. Attendance at staff meetings when directed by the Executive Director;
3. Legal research and legal advice to the Authority Board of Directors, any Authority committees and sub-committees, the Executive Director, and Authority Staff;
4. Preparation and review of resolutions and agreements as requested;
5. Oversight of legal matters handled by outside counsel;
6. Legal services for entities created by the Authority; and
7. Such other legal services as may be directed by the Authority Board of Directors or Executive Director from time to time.

General Services shall be billed to, and compensated by, the Authority at a composite hourly rate for all attorneys of \$240 per hour.

B. Special Services.

Special Services are defined as legal services provided in the following matters:

1. Real estate matters;
2. Labor and employment law matters;

3. Environmental law matters, including but not limited to, hazardous waste, Clean Air Act, and Clean Water Act matters;
4. Litigation services including, without limitation, representation of the Authority (i) in all aspects of the initiation, advancement, or defense of claims in litigation, arbitration, or mediation and (ii) in administrative proceedings before other public agencies;
5. Insurance coverage matters; and
6. Public finance services other than Bond Counsel Services.

Special Services shall be billed to, and compensated by, the Authority at a composite hour rate for all attorneys of \$295 per hour.

C. Bond Counsel Services.

Bond Counsel Services will be defined as bond counsel, disclosure counsel, and issuer counsel services in connection with the issuance of bonds or other obligations by the Authority, or any entity created by the Authority. Bond Counsel Services will be billed to, and compensated by, the Authority as follows:

1. RWG shall charge a composite hourly rate for all attorneys of \$395 per hour for any of these services. The maximum total fee charged for an issuance shall not exceed an amount that the Executive Director deems fair and reasonable.
2. RWG's costs and expenses shall be paid in accordance with this Exhibit.
3. In the event the proceedings for issuance of the bonds are terminated before closing, RWG would expect to be paid for its services to the date of abandonment at the composite hourly rate set forth above, but the amount of that payment would not exceed an amount that the Executive Director deems fair and reasonable.
4. In the event the Authority forms or is a member of a joint powers authority that has the power to issue bonds or other obligations; RWG shall provide bond counsel, disclosure counsel, and issuer counsel services to the joint powers authority in connection with the issuance of bonds or other obligations, if and when requested by the joint powers authority. The compensation for Bond Counsel Services in connection with service to the joint powers authority shall be as specified in this Exhibit unless there is a separate contract or agreement with the joint powers authority that provides a fee schedule or rate.

G. Paralegal Services.

Paralegal services shall be billed to, and compensated by, the Authority at a composite hour rate for all paralegals of \$170 per hour.

H. Reimbursable Costs and Other Expenses.

Mileage will be billed at the standard rate established by the IRS for deducting the operating expenses of an automobile used for business purposes. The IRS mileage reimbursement rate was 58 cents per mile on the effective date of this Exhibit. Copying costs will be charged at 5 cents per page. There will be no charge for facsimiles. All other costs, such as long distance telephone charges, messenger and delivery services, and legal research services will be charged at RWG's actual out-of-pocket expenses, with the exception that the Authority will not be billed for telephone calls within California. RWG will not charge for word processing and similar clerical tasks, or for the costs of first-class postage.

E-6

Attachment 3

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS
AUTHORITY APPROVING AN ANNUAL CONSUMER
PRICE INDEX ADJUSTMENT FOR RICHARDS, WATSON &
GERSHON'S LEGAL SERVICES RATES**

WHEREAS, the Board of Directors approved a legal services agreement with the firm Richards, Watson & Gershon on February 19, 2019, for the provision of legal services; and

WHEREAS, this legal services agreement provides that the service rates for legal services shall be adjusted annually on July 1 consistent with the Consumer Price Index (CPI); and

WHEREAS, the applicable CPI adjustment for the 2025-2026 one-year period is 3.68%; and

WHEREAS, the legal services agreement requires Board of Directors approval of any annual adjustment of 3.0% or more.

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

SECTION 1. The Board of Directors hereby approves an annual Consumer Price Index adjustment to the current legal services rates charged by the firm Richards, Watson & Gershon so that they are increased by 3.68% effective upon approval of this resolution. Accordingly, the General Services legal rate will be increased from \$293/hour to \$304/hour, the Special Services rate (e.g., real estate, labor & employment, litigation, public finance services) will be increased from \$362/hour to \$375/hour, the Bond Counsel rate will be increased from \$483/hour to \$501/hour, and the Paralegal Services Rate will be increased from \$208/hour to \$216/hour.

WE HEREBY CERTIFY that the foregoing is a true copy of the resolution adopted by the Board of Directors of the South Bay Regional Public Communications Authority in a meeting thereof held on the 21st day July, 2026, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Rodney Tanaka, Councilmember
Chairman, Board of Directors

Kristin Miller, Executive Director
Secretary, Board of Directors

G-1



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: July 21, 2026

ITEM NUMBER: G-1

TO: Board of Directors

FROM: Kristin Miller, Executive Director

SUBJECT: A RESOLUTION APPROVING THE AUTHORITY BECOMING A MEMBER OF PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT (PRISM), AUTHORIZING EXECUTION OF THE JOINT POWERS AGREEMENT, AND AUTHORIZING EXECUTION OF MEMORANDUM OF UNDERSTANDING FOR PRISM CYBER LIABILITY PROGRAM

ATTACHMENT:

1. JPA Agreement
2. Cyber MOU
3. Resolution

RECOMMENDATION

Staff recommends that the Board of Directors adopt a resolution approving the Authority becoming a member of PRISM, authorizing the Executive Director to execute the JPA Agreement on behalf of the Authority, and authorizing the Executive Director to execute an MOU for PRISM's Cyber Liability Program in order to renew the Authority's cyber-related coverage.

DISCUSSION

PRISM (Public Risk Innovation, Solutions, and Management) is a pooled general liability Joint Powers Authority and the South Bay Regional Public Communications Authority has utilized PRISM for coverage for cyber-related losses since approximately 2018.

The PRISM Executive Committee recently approved a significant structural change to the way PRISM Programs are categorized. Historically, what they categorized as "major programs" included programs with an aspect of pooling, and required execution of the PRISM Joint Powers Agreement and the specific Program Memorandum of Understanding (MOU). "Miscellaneous Programs" (e.g., the Cyber Liability Program), were group-purchased programs with no risk sharing and which did not require execution of any documents.

However, PRISM's Executive Committee's recent action reclassified and categorized all of PRISM's Programs the same way, which will now require members in the former Miscellaneous Programs, including the Authority, to join PRISM and execute the PRISM Joint Powers Agreement. The Authority will also need to execute the specific Program MOU, which in this case is the Cyber Liability Program.

FISCAL IMPACT

None

G-1

Attachment 1



Adopted: October 5, 1979
Amended: May 12, 1980
Amended: January 23, 1987
Amended: October 7, 1988
Amended: March 1993
Amended: November 18, 1996
Amended: October 4, 2005
Amended: February 28, 2006
Amended: June 30, 2020

JOINT POWERS AGREEMENT PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT

This Agreement is executed in the State of California by and among those counties and public entities organized and existing under the Constitution of the State of California, which are parties signatory to this Agreement. Public Risk Innovation, Solutions, and Management (referred to herein as PRISM), formerly known as CSAC Excess Insurance Authority, was formed under the sponsorship of CSAC. California counties, hereinafter called member counties, and public entities, hereinafter called member public entities, (collectively "members") shall be listed in Appendix A, which shall be attached hereto and made a part hereof.

RECITALS

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

WHEREAS, Article 16, Section 6 of the California Constitution provides that insurance pooling arrangements under joint exercise of power agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, California Government Code Section 990.4 provides that a local public entity may self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these; and

WHEREAS, pursuant to California Government Code Section 990.6, the cost of insurance provided by a local public entity is a proper charge against the local public entity; and

WHEREAS, California Government Code Section 990.8 provides that two or more local entities may, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and such pooling of self-insured claims or losses is not considered insurance nor subject to regulation under the Insurance Code; and

WHEREAS, the counties and public entities executing this Agreement desire to join together for the purpose of jointly funding and/or establishing excess and other insurance programs as determined;

NOW THEREFORE, the parties agree as follows:

ARTICLE 1 DEFINITIONS

"CSAC" shall mean the County Supervisors Association of California, dba California State Association of Counties.

"Board of Directors" or **"Board"** shall mean the governing body of PRISM.

"Claim" shall mean a claim made against a member arising out of an occurrence, which is covered by an excess or primary insurance program of PRISM in which the member is a participant.

"Executive Committee" shall mean the Executive Committee of the Board of Directors of PRISM.

"Fiscal year" shall mean that period of twelve months which is established by the Board of Directors as the fiscal year of PRISM.

"Government Code" shall mean the California Government Code.

"Insurance program" or **"program"** shall mean a program which has been designated as a major program of PRISM under which participating members are protected against designated losses, either through joint purchase of primary or excess insurance, pooling of self-insured claims or losses, purchased insurance or any other combination as determined by the Board of Directors. The Board of Directors, the Executive Committee, or a program's governing committee may determine applicable criteria for determining eligibility in any insurance program, as well as establishing program policies and procedures.

"Joint powers law" shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section 6500) of the Government Code.

"Loss" shall mean a liability or potential liability of a member, including litigation expenses, attorneys' fees and other costs, which is covered by an insurance program of PRISM in which the member is a participant.

"Member county" shall mean any county in the State of California which has executed this Agreement and become a member of PRISM. "Member County" shall also include those entities or other bodies set forth in Article 3 (c).

"Member Public Entity" shall mean any California public entity, which is not a California county, which has executed this Agreement, and become a member of PRISM, "Member Public Entity" shall also include those entities or other bodies set forth in Article 3(c).

"Miscellaneous Program" is an insurance program of PRISM that does not involve pooling of self-insured claims or losses and may be made available to members as well as non-member public entities that are not a party to this Agreement.

"Occurrence" shall mean an event which is more fully defined in the memorandums of coverage and/or policies of an insurance program in which the participating county or participating public entity is a member.

"Participating county" shall mean any member county which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Participating public entity" shall mean any member public entity which has entered into a program offered by PRISM pursuant to Article 14 of this Agreement and has not withdrawn or been canceled therefrom pursuant to Articles 20 or 21.

"Self-insured retention" shall mean that portion of a loss resulting from an occurrence experienced by a member, which is retained as a liability or potential liability of the member and is not subject to payment by PRISM.

"Reinsurance" shall mean insurance purchased by PRISM as part of an insurance program to cover that portion of any loss, which exceeds the joint funding capacity of that program.

ARTICLE 2 PURPOSES

This Agreement is entered into by the member counties and member public entities in order to jointly develop and fund insurance programs as determined. Such programs may include, but are not limited to, the creation of joint insurance funds, including primary and excess insurance funds, the pooling of self-insured claims and losses, purchased insurance, including reinsurance, and the provision of necessary administrative services. Such administrative services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services.

ARTICLE 3 PARTIES TO AGREEMENT

- (a) There shall be two classes of membership of the parties pursuant to this Agreement consisting of one class designated as Member Counties and another class designated as Member Public Entities.
- (b) Each member county and member public entity, as a party to this Agreement, certifies that it intends to and does contract with all other members as parties to this Agreement and, with such other members as may later be added as parties to this Agreement pursuant to Article 19 as to all programs of which it is a participating member. Each member also certifies that the removal of any party from this Agreement, pursuant to Articles 20 or 21, shall not affect this Agreement or the member's obligations hereunder.
- (c) A member for purposes of providing insurance coverage under any program of PRISM, may contract on behalf of, and shall be deemed to include:

Any public entity as defined in Government Code § 811.2 which the member requests to be added and from the time that such request is approved by the Executive Committee of PRISM.

Any nonprofit entity, including a nonprofit public benefit corporation formed pursuant to Corporations Code §§ 5111, 5120 and, 5065, which the member requests to be added and from the time that such request is approved by the Executive Committee.

- (d) Any public entity or nonprofit so added shall be subject to and included under the member's SIR or deductible, and when so added, may be subject to such other terms and conditions as determined by the Executive Committee.
- (e) Such public entity or nonprofit shall not be considered a separate party to this Agreement. Any public entity or nonprofit so added, shall not affect the member's representation on the Board of Directors and shall be considered part of and represented by the member for all purposes under this Agreement.
- (f) The Executive Committee shall establish guidelines for approval of any public entity or nonprofit so added in accordance with Article 3(c) and (d).
- (g) Should any conflict arise between the provisions of this Article and any applicable Memorandum of Coverage or other document evidencing coverage, such Memorandum of Coverage or other document evidencing coverage shall prevail.

ARTICLE 4 TERM

This Agreement shall continue in effect until terminated as provided herein.

ARTICLE 5 CREATION OF PRISM

Pursuant to the joint powers law, there is hereby created a public entity separate and apart from the parties hereto, to be known as Public Risk Innovation, Solutions, and Management ("PRISM"), with such powers as are hereinafter set forth.

ARTICLE 6 POWERS OF PRISM

PRISM shall have all of the powers common to General Law counties in California, such as Alpine County and all additional powers set forth in the joint powers law, and is hereby authorized to do all acts necessary for the exercise of said powers. Such powers include, but are not limited to, the following:

- (a) To make and enter into contracts.
- (b) To incur debts, liabilities, and obligations.
- (c) To acquire, hold, or dispose of property, contributions and donations of property, funds, services, and other forms of assistance from persons, firms, corporations, and government entities.
- (d) To sue and be sued in its own name, and to settle any claim against it.
- (e) To receive and use contributions and advances from members as provided in Government Code Section 6504, including contributions or advances of personnel, equipment, or property.
- (f) To invest any money in its treasury that is not required for its immediate necessities, pursuant to Government Code Section 6509.5.
- (g) To allow non-member public entities and non-member counties to participate in Miscellaneous Programs and for risk management services to be provided to non-member counties and non-member public entities including out-of-state participants in a PRISM program.
- (h) To carry out all provisions of this Agreement.

Said powers shall be exercised pursuant to the terms hereof and in the manner provided by law.

ARTICLE 7 BOARD OF DIRECTORS

PRISM shall be governed by the Board of Directors, which shall be composed as follows:

- (a) One director from each member county, appointed by the member county board of supervisors and serving at the pleasure of that body. Each member county board of supervisors shall also appoint an alternate director who shall have the authority to attend, participate in and vote at any meeting of the Board of Directors when the director is absent. A director or alternate director shall be a county supervisor, other county official, or staff person of the member county, and upon termination of office or employment with the county, shall automatically terminate membership or alternate membership on the Board of Directors.
- (b) Ten directors consisting of seven directors and three alternate directors chosen in the manner specified in the Bylaws from those participating as public entity members. A director or alternate public entity director shall be an official, or staff person of the public

entity member, and upon termination of office or employment with the public entity, shall automatically terminate membership or alternate membership on the Board of Directors.

- (c) Member county directors shall consist of a minimum of 80% of the eligible voting members on the Board of Directors. The public entity member directors shall be reduced accordingly to ensure at least 80% of the Board of Directors consists of county director members (By way of example, if the number of county members is reduced from the current 54 by member withdrawals to a level of 28, then county members would be at the 80% level, 28/35. If the county members go to 27, then the public entity members would lose one seat and would only have 6 votes).

Any vacancy in a county director or alternate director position shall be filled by the appointing county's board of supervisors, subject to the Provisions of this Article. Any vacancy in a public entity director position shall be filled by vote of the public entity members.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. Each member of the Board of Directors shall have one vote. Except as otherwise provided in this Agreement or any other duly executed agreement of the members, all actions of the Board of Directors shall require the affirmative vote of a majority of the members; provided, that any action which is restricted in effect to one of PRISM's insurance programs, shall require the affirmative vote of a majority of those Board of Directors members who represent counties and public entities participating in that program. For purposes of an insurance program vote, to the extent there are public entity members participating in a program, the public entity Board of Directors members as a whole shall have a minimum of one vote. The public entity Board of Directors members may in no event cast more votes than would constitute 20% of the number of total county members in that program (subject to the one vote minimum). Should the number of public entity Board of Directors votes authorized herein be less than the number of public entity Board of Directors members at a duly noticed meeting, the public entity Board of Directors members shall decide among themselves, which Board of Directors member shall vote. Should they be unable to decide, the President of PRISM shall determine which director(s) shall vote.

ARTICLE 8 POWERS OF THE BOARD OF DIRECTORS

The Board of Directors shall have the following powers and functions:

- (a) The Board of Directors shall exercise all powers and conduct all business of PRISM, either directly or by delegation to other bodies or persons unless otherwise prohibited by this Agreement, or any other duly executed agreement of the members or by law.
- (b) The Board of Directors may adopt such resolutions as deemed necessary in the exercise of those powers and duties set forth herein.
- (c) The Board of Directors shall form an Executive Committee, as provided in Article 11. The Board of Directors may delegate to the Executive Committee and the Executive Committee may discharge any powers or duties of the Board of Directors except adoption of PRISM's annual budget. The powers and duties so delegated shall be specified in resolutions adopted by the Board.
- (d) The Board of Directors may form, as provided in Article 12, such other committees as it deems appropriate to conduct the business of PRISM. The membership of any such other committee may consist in whole or in part of persons who are not members of the Board of Directors.

- (e) The Board of Directors shall elect the officers of PRISM and shall appoint or employ necessary staff in accordance with Article 13.
- (f) The Board of Directors shall cause to be prepared, and shall review, modify as necessary, and adopt the annual operating budget of PRISM. Adoption of the budget may not be delegated.
- (g) The Board of Directors shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each insurance program of PRISM, including all provisions for reinsurance and administrative services necessary to carry out such program.
- (h) The Board of Directors, directly or through the Executive Committee, shall provide for necessary services to PRISM and to members, by contract or otherwise, which may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal services.
- (i) The Board of Directors shall provide general supervision and policy direction to the Chief Executive Officer.
- (j) The Board of Directors shall receive and act upon reports of the committees and the Chief Executive Officer.
- (k) The Board of Directors shall act upon each claim involving liability of PRISM, directly or by delegation of authority to the Executive Committee or other committee, body or person, provided, that the Board of Directors shall establish monetary limits upon any delegation of claims settlement authority, beyond which a proposed settlement must be referred to the Board of Directors for approval.
- (l) The Board of Directors may require that PRISM review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any member, insofar as those functions affect the liability or potential liability of PRISM. The Board of Directors may forward any or all such recommendations to the member with a request for compliance and a statement of potential consequences for noncompliance.
- (m) The Board of Directors shall receive, review and act upon periodic reports and audits of the funds of PRISM, as required under Articles 15 and 16 of this Agreement.
- (n) The Board of Directors may, upon consultation with a casualty actuary, declare that any funds established for any program has a surplus of funds and determine a formula to return such surplus to the participating counties and participating public entities, which have contributed, to such fund.
- (o) The Board of Directors shall have such other powers and duties as are reasonably necessary to carry out the purposes of PRISM.

ARTICLE 9 MEETINGS OF THE BOARD OF DIRECTORS

- (a) The Board of Directors shall hold at least one regular meeting each year and shall provide for such other regular meetings and for such special meetings as it deems necessary.
- (b) The Chief Executive Officer of PRISM shall provide for the keeping of minutes of regular and special meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of Directors at the next scheduled meeting.
- (c) All meetings of the Board of Directors, the Executive Committee and such committees as established by the Board of Directors pursuant to Article 12 herein, shall be called,

noticed, held and conducted in accordance with the provisions of Government Code Section 54950 et seq.

ARTICLE 10 OFFICERS

The Board of Directors shall elect from its membership a President and Vice President of the Board, to serve for one-year terms.

The President, or in his or her absence, the Vice President, shall preside at and conduct all meetings of the Board of Directors and shall chair the Executive Committee.

ARTICLE 11 EXECUTIVE COMMITTEE

The Board of Directors shall establish an Executive Committee of the Board of Directors, which shall consist of eleven members: the President and Vice President of the Board of Directors, and nine members elected by the Board of Directors from its membership.

The terms of office of the nine non-officer members shall be as provided in the Bylaws of PRISM.

The Executive Committee shall conduct the business of PRISM between meetings of the Board of Directors, exercising all those powers as provided for in Article 8, or as otherwise delegated to it by the Board.

ARTICLE 12 COMMITTEES

The Board of Directors may establish committees, as it deems appropriate to conduct the business of PRISM. Members of the committees shall be appointed by the Board of Directors, to serve two year terms, subject to reappointment by the Board of Directors. The members of each committee shall annually select one of their members to chair the Committee.

Each committee shall be composed of at least five members and shall have those duties as determined by the Board of Directors, or as otherwise set forth in the Bylaws.

Each committee shall meet on the call of its chair, and shall report to the Executive Committee and the Board of Directors as directed by the Board of Directors.

ARTICLE 13 STAFF

- (a) **Principal Staff.** The **Chief Executive Officer** shall be appointed by and serve at the pleasure of the Board of Directors. The Chief Executive Officer shall serve as the Board Secretary and administer the business and activities of PRISM, subject to the general supervision and policy direction of the Board of Directors and Executive Committee; shall be responsible for all minutes, notices and records of PRISM and shall perform such other duties as are assigned by the Board and Executive Committee.
- (b) **Treasurer and Auditor.** Pursuant to Government Code Section 6505.6, the Chief Financial Officer shall serve as the Treasurer/Auditor. The duties of the Treasurer are set forth in Article 16 of this Agreement. The Chief Financial Officer shall draw warrants to pay demands against PRISM. The Chief Financial Officer shall comply with the provisions of Government Code Section 6505.5 (a-d) and shall be appointed by and serve at the pleasure of the Chief Executive Officer.
- (c) **Other Staff.** The Board of Directors, Executive Committee or Chief Executive Officer shall provide for the appointment of such other staff as may be necessary for the administration of PRISM.

**ARTICLE 14
DEVELOPMENT, FUNDING AND IMPLEMENTATION
OF INSURANCE PROGRAMS**

(a) **Program Coverage.** Insurance programs of PRISM may provide coverage, including excess insurance coverage for:

- (1) Workers' compensation;
- (2) Comprehensive liability, including but not limited to general, personal injury, contractual, public officials errors and omissions, and incidental malpractice liability;
- (3) Comprehensive automobile liability;
- (4) Hospital malpractice liability;
- (5) Property and related programs;

and may provide any other coverages authorized by the Board of Directors. The Board of Directors shall determine, for each such program, a minimum number of participants required for program implementation and may develop specific program coverages requiring detailed agreements for implementation of the above programs.

(b) **Program and PRISM Funding.** The members developing or participating in an insurance program shall fund all costs of that program, including administrative costs, as hereinafter provided. Costs of staffing and supporting PRISM, hereinafter called PRISM general expenses, shall be equitably allocated among the various programs by the Board of Directors, and shall be funded by the members developing or participating in such programs in accordance with such allocations, as hereinafter provided. In addition, the Board of Directors may, in its discretion, allocate a share of such PRISM general expense to those members, which are not developing or participating in any program, and require those counties and public entities to fund such share through a prescribed charge.

(1) **Annual Premium.** Except as provided in (2) below, all post-development costs of an insurance program shall be funded by annual premiums charged to the members participating in the program each policy year, and by interest earnings on the funds so accumulated. Such premiums shall be determined by the Board of Directors or the program's governing committee upon the basis of a cost allocation plan and rating formula developed by PRISM with the assistance of a casualty actuary, risk management consultant, or other qualified person. The premium for each participating member shall include that participant's share of expected program losses including a margin for contingencies as determined by the Board of Directors, program reinsurance costs, and program administrative costs for the year, plus that participant's share of PRISM general expense allocated to the program by the Board of Directors.

(2) **Premium Surcharge**

- (i) If PRISM experiences an unusually large number of losses under a program during a policy year, such that notwithstanding reinsurance coverage for large individual losses, the joint insurance funds for the program may be exhausted before the next annual premiums are due, the Board of Directors or the program's governing committee may, upon consultation with a casualty actuary, impose premium surcharges on all participating members; or

- (ii) If it is determined by the Board of Directors or the program's governing committee, upon consultation with a casualty actuary, that the joint insurance funds for a program are insufficient to pay losses, fund known estimated losses, and fund estimated losses, which have been incurred but not reported, the Board of Directors or the program's governing committee may impose a surcharge on all participating members.
- (iii) Premium surcharges imposed pursuant to (i) and/or (ii) above shall be in an amount which will assure adequate funds for the program to be actuarially sound; provided that the surcharge to any participating member shall not exceed an amount equal to three (3) times the member's annual premium for that year, unless otherwise determined by the Board of Directors or the program's governing committee.

Provided, however, that no premium surcharge in excess of three times the member's annual premium for that year may be assessed unless, ninety days prior to the Board of Directors taking action to determine the amount of the surcharge, PRISM notifies the governing body of each participating member in writing of its recommendations regarding its intent to assess a premium surcharge and the amount recommended to be assessed each member. PRISM shall, concurrently with the written notification, provide each participating member with a copy of the actuarial study upon which the recommended premium surcharge is based.

- (iv) A member which is no longer a participating member at the time the premium surcharge is assessed, but which was a participating member during the policy year(s) for which the premium surcharge was assessed, shall pay such premium surcharges as it would have otherwise been assessed in accordance with the provisions of (i), (ii), and (iii) above.
- (c) **Program Implementation and Effective Date.** Upon establishment of an insurance program by the Board of Directors, PRISM shall determine the manner of program implementation and shall give written notice to all members of such program, which shall include, but not be limited to: program participation levels, coverages and terms of coverage of the program, estimates of first year premium charges, effective date of the program (or estimated effective date) and such other program provisions as deemed appropriate.
 - (d) **Late Entry Into Program.** A member which does not elect to enter an insurance program upon its implementation, pursuant to (c) above, or a county or public entity which becomes a party to this Agreement following implementation of the program, may petition the Board of Directors for late entry into the program. Such request may be granted upon a majority vote of the Board of Directors members, plus a majority vote of those board members who represent participants in the program. Alternatively, a county or public entity may petition the Executive Committee for late entry into the program, or a program committee, when authorized by an MOU governing that specific program, may approve late entry into that program. Such request may be granted upon a majority vote of the Executive Committee or program committee.
 - (e) **Reentry Into A Program.** Except as otherwise provided in a Program Memorandum of Understanding, any county or public entity that is a member of an insurance program of PRISM who withdraws or is cancelled from an insurance program under Articles 21 and 22, may not reenter such insurance program for a period of three years from the effective date of withdrawal or cancellation.

**ARTICLE 15
ACCOUNTS AND RECORDS**

- (a) **Annual Budget.** PRISM shall annually adopt an operating budget pursuant to Article 8 of this Agreement, which shall include a separate budget for each insurance program under development or adopted and implemented by PRISM.
- (b) **Funds and Accounts.** The Auditor of PRISM shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors. Separate accounts shall be established and maintained for each insurance program under development or adopted and implemented by PRISM. Books and records of PRISM in the hands of the Auditor shall be open to inspection at all reasonable times by authorized representatives of members.

PRISM shall adhere to the standard of strict accountability for funds set forth in Government Code Section 6505.

- (c) **Auditor's Report.** The Auditor, within one hundred and eighty (180) days after the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year to the Board and to each member.
- (d) **Annual Audit.** Pursuant to Government Code Section 6505, PRISM shall either make or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records of PRISM, conforming in all respects with the requirements of that section. A report of the audit shall be filed as a public record with each of the members and also with the county auditor of the county where the home office of PRISM is located and shall be sent to any public agency or person in California that submits a written request to PRISM. The report shall be filed within six months of the end of the fiscal year or years under examination. Costs of the audit shall be considered a general expense of PRISM.

**ARTICLE 16
RESPONSIBILITIES FOR FUNDS AND PROPERTY**

- (a) The Treasurer shall have the custody of and disburse PRISM's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to perform that function, subject to the requirements of (b) below.
- (b) Pursuant to Government Code Section 6505.6, the Treasurer shall:
 - (1) Receive and acknowledge receipt for all funds of PRISM and place them in the treasury of the Treasurer to the credit of PRISM.
 - (2) Be responsible upon his or her official bond for the safekeeping and disbursements of all PRISM funds so held by him or her.
 - (3) Pay any sums due from PRISM, as approved for payment by the Board of Directors or by any body or person to whom the Board of Directors has delegated approval authority, making such payments from PRISM funds upon warrants drawn by the Auditor.
- (c) Pursuant to Government Code Section 6505.1, the Chief Executive Officer, the Treasurer, and such other persons as the Board of Directors may designate shall have charge of, handle, and have access to the property of PRISM.
- (d) PRISM shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in the form specified by the Board of Directors, covering all officers and staff of PRISM, and all officers and staff who are authorized to have charge of, handle, and have access to property of PRISM.

ARTICLE 17
RESPONSIBILITIES OF MEMBERS

Members shall have the following responsibilities under this Agreement.

- (a) The board of supervisors of each member county shall appoint a representative and one alternate representative to the Board of Directors, pursuant to Article 7.
- (b) Each member shall appoint an officer or employee of the member to be responsible for the risk management function for that member and to serve as a liaison between the member and PRISM for all matters relating to risk management.
- (c) Each member shall maintain an active risk control program, and shall consider and act upon all recommendations of PRISM concerning the reduction of unsafe practices.
- (d) Each member shall maintain its own claims and loss records in each category of liability covered by an insurance program of PRISM in which the member is a participant, and shall provide copies of such records to PRISM as directed by the Board of Directors or Executive Committee, or to such other committee as directed by the Board of Directors or Executive Committee.
- (e) Each member shall pay premiums and premium surcharges due to PRISM as required under Article 14. Penalties for late payment of such premiums and/or premium surcharges shall be as determined and assessed by the Board of Directors. After withdrawal, cancellation, or termination action under Articles 20, 21, or 23, each member shall pay promptly to PRISM any additional premiums due, as determined and assessed by the Board of Directors under Articles 22 or 23. Any costs incurred by PRISM associated with the collection of such premiums or other charges, shall be recoverable by PRISM.
- (f) Each member shall provide PRISM such other information or assistance as may be necessary for PRISM to develop and implement insurance programs under this Agreement.
- (g) Each member shall cooperate with and assist PRISM, and any insurer of PRISM, in all matters relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.
- (h) Each member shall have such other responsibilities as are provided elsewhere in this Agreement, and as are established by the Board of Directors in order to carry out the purposes of this Agreement.

ARTICLE 18
ADMINISTRATION OF CLAIMS

- (a) Subject to subparagraph (e), each member shall be responsible for the investigation, settlement or defense, and appeal of any claim made, suit brought, or proceeding instituted against the member arising out of a loss.
- (b) PRISM may develop standards for the administration of claims for each insurance program of PRISM so as to permit oversight of the administration of claims by the members.
- (c) Each participating member shall give PRISM timely written notice of claims in accordance with the provisions of the Bylaws and the applicable program Memorandum of Coverage.

- (d) A member shall not enter into any settlement involving liability of PRISM without the advance written consent of PRISM.
- (e) PRISM, at its own election and expense, shall have the right to participate with a member in the settlement, defense, or appeal of any claim, suit or proceeding, which, in the judgment of PRISM, may involve liability of PRISM.

ARTICLE 19 NEW MEMBERS

Any California public entity may become a party to this Agreement and participate in any insurance program in which it is not presently participating upon approval of the Board of Directors, by a majority vote of the members, or by majority vote of the Executive Committee.

ARTICLE 20 WITHDRAWAL

- (a) A member may withdraw as a party to this Agreement upon thirty (30) days advance written notice to PRISM if it has never become a participant in any insurance program pursuant to Article 14, or if it has previously withdrawn from all insurance programs in which it was a participant.
- (b) After becoming a participant in an insurance program, a member may withdraw from that program only at the end of a policy year for the program, and only if it gives PRISM at least sixty (60) days advance written notice of such action.

ARTICLE 21 CANCELLATION

- (a) Notwithstanding the provisions of Article 20, the Board of Directors may:
 - (1) Cancel any member from this Agreement and membership in PRISM, on a majority vote of the Board of Directors members. Such action shall have the effect of canceling the member's participation in all insurance programs of PRISM as of the date that all membership is canceled.
 - (2) Cancel any member's participation in an insurance program of PRISM, without canceling the member's membership in PRISM or participation in other programs, on a vote of two-thirds of the Board of Directors members present and voting who represent participants in the program.

The Board of Directors shall give sixty (60) days advance written notice of the effective date of any cancellation under the foregoing provisions. Upon such effective date, the member shall be treated the same as if it had voluntarily withdrawn from this Agreement, or from the insurance program, as the case may be.

- (b) Except as otherwise provided in a program Memorandum of Understanding, a member that does not enter one or more of the insurance programs developed and implemented by PRISM within the member's first year as a member of PRISM shall be considered to have withdrawn as a party to this Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.
- (c) A member which withdraws from all insurance programs of PRISM in which it was a participant and does not enter any program for a period of six (6) months thereafter shall be considered to have withdrawn as a party to the Agreement at the end of such period, and its membership in PRISM shall be automatically canceled as of that time, without action of the Board of Directors.

ARTICLE 22
EFFECT OF WITHDRAWAL OR CANCELLATION

- (a) If a member's participation in an insurance program of PRISM is canceled under Article 21, with or without cancellation of membership in PRISM, and such cancellation is effective before the end of the policy year for that program, PRISM shall promptly determine and return to that member the amount of any unearned premium payment from the member for the policy year, such amount to be computed on a pro-rata basis from the effective date of cancellation.
- (b) Except as provided in (a) above or as otherwise provided in a program Memorandum of Understanding, a member which withdraws or is canceled from this Agreement and membership in PRISM, or from any program of PRISM, shall not be entitled to the return of any premium or other payment to PRISM, or of any property contributed to PRISM. However, in the event of termination of this Agreement, such member may share in the distribution of assets of PRISM to the extent provided in Article 23 provided; however, that any withdrawn or canceled member, which has been assessed a premium surcharge pursuant to Article 14 (b) (3) (ii) shall be entitled to return of said member's unused surcharge, plus interest accrued thereon, at such time as the Board of Directors declares that a surplus exists in any insurance fund for which a premium surcharge was assessed.
- (c) Except as provided in (d) below, a member shall pay any premium charges, which the Board of Directors determines are due from the member for losses and costs incurred during the entire coverage year in which the member was a participant in such program regardless of the date of entry into such program. Such charges may include any deficiency in a premium previously paid by the member, as determined by audit under Article 14 (b) (2); any premium surcharge assessed to the member under Article 14 (b) (3); and any additional amount of premium, which the Board of Directors determines to be due from the member upon final disposition of all claims arising from losses under the program during the entire coverage year in which the member was a participant regardless of date of entry into such program. Any such premium charges shall be payable by the member in accordance with PRISM's invoice and payment policy.
- (d) Those members that have withdrawn or been canceled pursuant to Articles 20 and 21 from any program of PRISM during a coverage year shall pay any premium charges which the Board of Directors determines are due from the members for losses and costs which were incurred during the member's participation in any program.

ARTICLE 23
TERMINATION AND DISTRIBUTION OF ASSETS

- (a) A three-fourths vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from the member public entities, is required to terminate this Agreement; provided; however, that this Agreement and PRISM shall continue to exist after such election for the purpose of disposing of all claims, distributing all assets, and performing all other functions necessary to conclude the affairs of PRISM.
- (b) Upon termination of this Agreement, all assets of PRISM in each insurance program shall be distributed among those members which participated in that program in proportion to their cash contributions, including premiums paid and property contributed (at market value when contributed). The Board of Directors shall determine such distribution within six (6) months after disposal of the last pending claim or other liability covered by the program.
- (c) Following termination of this Agreement, any member which was a participant in an insurance program of PRISM shall pay any additional amount of premium, determined by the Board of Directors in accordance with a loss allocation formula, which may be

necessary to enable final disposition of all claims arising from losses under that program during the entire coverage year in which the member was a participant regardless of the date of entry into such program.

ARTICLE 24
LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS
AND LEGAL ADVISORS

The members of the Board of Directors, Officers, committee members and legal advisors to any Board of Directors or committees of PRISM shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action taken or omitted by any agent, employee or independent contractor selected with reasonable care, nor for loss incurred through investment of PRISM funds, or failure to invest.

No Director, Officer, committee member, or legal advisor to any Board of Directors or committee shall be responsible for any action taken or omitted by any other Director, Officer, committee member, or legal advisor to any committee. No Director, Officer, committee member or legal advisor to any committee shall be required to give a bond or other security to guarantee the faithful performance of their duties pursuant to this Agreement.

The funds of PRISM shall be used to defend, indemnify and hold harmless PRISM and any Director, Officer, committee member or legal advisor to any committee for their actions taken within the scope of the authority of PRISM. Nothing herein shall limit the right of PRISM to purchase insurance to provide such coverage, as is hereinabove set forth.

ARTICLE 25
BYLAWS

The Board of Directors may adopt Bylaws consistent with this Agreement, which shall provide for the administration and management of PRISM.

ARTICLE 26
NOTICES

PRISM shall address notices, billings and other communications to a member as directed by the member. Each member shall provide PRISM with the address to which communications are to be sent. Members shall address notices and other communications to PRISM to the Chief Executive Officer of PRISM, at the office address of PRISM as set forth in the Bylaws.

ARTICLE 27
AMENDMENT

A two-thirds vote of the total voting membership of PRISM, consisting of member counties, acting through their boards of supervisors, and the voting Board of Directors members from member public entities, is required to amend this Agreement. However, the Executive Committee is authorized to make non-substantive, clerical amendments to the Agreement and does not need to obtain approval from the Board of Directors to make such amendments.

ARTICLE 28
EFFECTIVE DATE OF AMENDMENTS

Any amendment of this Agreement shall become effective upon the date specified by the Board of Directors and upon approval of any Amended Agreement as required in Article 27. Approval of any amendment by the voting boards of supervisors and public entity board members must take place no later than 30 days from the effective date specified by the Board of Directors.

**ARTICLE 29
PROHIBITION AGAINST ASSIGNMENT**

No member may assign any right, claim or interest it may have under this Agreement, and no creditor, assignee or third party beneficiary of any member shall have any right, claim or title to any part, share, interest, fund, premium or asset of PRISM.

**ARTICLE 30
AGREEMENT COMPLETE**

This Agreement constitutes the full and complete Agreement of the parties.

**ARTICLE 31
DISPUTE RESOLUTION**

When a dispute arises between PRISM and a member, the following procedures are to be followed:

- (a) Request for Reconsideration. The member will make a written request to PRISM for the appropriate Committee to reconsider their position, citing the arguments in favor of the member and any applicable case law that applies. The member can also, request a personal presentation to that Committee, if it so desires.
- (b) Committee Appeal. The committee responsible for the program or having jurisdiction over the decision in question will review the matter and reconsider PRISM's position. This committee appeal process is an opportunity for both sides to discuss and substantiate their positions based upon legal arguments and the most complete information available. If the member requesting reconsideration is represented on the committee having jurisdiction, that committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (c) Executive Committee Appeal. If the member is not satisfied with the outcome of the committee appeal, the matter will be brought to the Executive Committee for reconsideration upon request of the member. If the member requesting reconsideration is represented on the Executive Committee, that Executive Committee member shall be deemed to have a conflict and shall be excluded from any vote.
- (d) Arbitration. If the member is not satisfied with the outcome of the Executive Committee appeal, the next step in the appeal process is arbitration. The arbitration, whether binding or non-binding, is to be mutually agreed upon by the parties. The matter will be submitted to a mutually agreed arbitrator or panel of arbitrators for a determination. If Binding Arbitration is selected, then the decision of the arbitrator is final. Both sides agree to abide by the decision of the arbitrator. The cost of arbitration will be shared equally by the involved member and PRISM.
- (e) Litigation. If, after following the dispute resolution procedure paragraphs a-d, either party is not satisfied with the outcome of the non-binding arbitration process, either party may consider litigation as a possible remedy to the dispute.

**ARTICLE 32
FILING WITH SECRETARY OF STATE**

The Chief Executive Officer of PRISM shall file a notice of this Agreement with the office of California Secretary of State within 30 days of its effective date, as required by Government Code Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

DATE: _____

MEMBER: _____
(Print Name of Member)

BY: _____
(Authorized signature of Member)

Seal:

APPENDIX A
JOINT POWERS AGREEMENT
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT
(PRISM)

(as of January 20, 2026)

ACCEL	CITY OF BAKERSFIELD
ALAMEDA COUNTY	CITY OF BALDWIN PARK
ALAMEDA HEALTH SYSTEM	CITY OF BEAUMONT
ALPINE COUNTY	CITY OF BELL
AMADOR COUNTY	CITY OF BELL GARDENS
AMADOR TRANSIT	CITY OF BELMONT
BAY AREA AIR QUALITY	CITY OF BERKELEY
MGMT DISTRICT	CITY OF BRISBANE
BAHARMA (BAY AREA HOUSING	CITY OF BUENA PARK
AUTHORITY RISK	CITY OF BURLINGAME
MANAGEMENT AUTHORITY)	CITY OF CALABASAS
BERKELEY UNIFIED SCHOOL	CITY OF CALEXICO
DISTRICT	CITY OF CAPITOLA
BUTTE COUNTY	CITY OF CARMEL BY THE SEA
BUTTE SCHOOLS SELF-FUNDED	CITY OF CARSON
PROGRAMS	CITY OF CHICO
CALAVERAS COUNTY	CITY OF CHULA VISTA
CALIFORNIA FAIR SERVICES	CITY OF CITRUS HEIGHTS
AUTHORITY	CITY OF CLOVIS
CALIFORNIA INERGOVERNEMENTAL	CITY OF COMPTON
RISK AUTHORITY (CIRA)	CITY OF CONCORD
CALIFORNIA MENTAL HEALTH	CITY OF CORONA
SERVICES AUTHORITY	CITY OF CORONADO
(CALMHSA)	CITY OF COSTA MESA
CALIFORNIA SCHOOLS RISK	CITY OF COVINA
MANAGEMENT (CSRM)	CITY OF CULVER CITY
CALIFORNIA STATE SENATE	CITY OF CUPERTINO
CALIFORNIA STATE UNIVERSITY	CITY OF CYPRESS
RISK MANAGEMENT	CITY OF DALY CITY
AUTHORITY (CSURMA)	CITY OF DEL MAR
CAMPBELL UNION SCHOOL	CITY OF DIXON
DISTRICT	CITY OF DOWNEY
CAPITOL AREA DEVELOPMENT	CITY OF EL CAJON
AUTHORITY	CITY OF EL CENTRO
CAPRI	CITY OF EL MONTE
CASITAS MUNICIPAL WATER	CITY OF ELK GROVE
DISTRICT	CITY OF ENCINITAS
CENCAL HEALTH	CITY OF ESCALON
CENTRAL CONTRA COSTA SANITARY	CITY OF ESCONDIDO
DISTRICT	CITY OF FAIRFIELD
CENTRAL COUNTY FIRE	CITY OF FOLSOM
DEPARTMENT	CITY OF FONTANA
CENTRAL REGION SCHOOL	CITY OF FOSTER CITY
INSURANCE GROUP (CRSIG)	CITY OF FOUNTAIN VALLEY
CENTRAL SIERRA CHILD SUPPORT	CITY OF FREMONT
AGENCY	CITY OF GALT
CITY OF ADELANTO	CITY OF GARDEN GROVE
CITY OF ALAMEDA	CITY OF GARDENA
CITY OF ALBANY	CITY OF GLENDALE
CITY OF AMERICAN CANYON	CITY OF GOLETA
CITY OF ANAHEIM	CITY OF HANFORD
CITY OF ATWATER	CITY OF HAWTHORNE

CITY OF HAYWARD
CITY OF HEMET
CITY OF HESPERIA
CITY OF HUNTINGTON BEACH
CITY OF IMPERIAL BEACH
CITY OF IONE
CITY OF IRVINE
CITY OF IRWINDALE
CITY OF LAKE FOREST
CITY OF LANCASTER
CITY OF LEMON GROVE
CITY OF LINDSAY
CITY OF LIVE OAK
CITY OF LIVERMORE
CITY OF LOMA LINDA
CITY OF LOMPOC
CITY OF LOS ALAMITOS
CITY OF MADERA
CITY OF LOS ALTOS
CITY OF MANHATTAN BEACH
CITY OF MAYWOOD
CITY OF MENLO PARK
CITY OF MERCED
CITY OF MILL VALLEY
CITY OF MILLBRAE
CITY OF MISSION VIEJO
CITY OF MODESTO
CITY OF MONTEBELLO
CITY OF MONTEREY PARK
CITY OF MORENO VALLEY
CITY OF MOUNTAIN VIEW
CITY OF MURRIETA
CITY OF NAPA
CITY OF NATIONAL CITY
CITY OF NEEDLES
CITY OF NORCO
CITY OF NOVATO
CITY OF OAKLAND
CITY OF OCEANSIDE
CITY OF OROVILLE
CITY OF OXNARD
CITY OF PACIFICA
CITY OF PALMDALE
CITY OF PALO ALTO
CITY OF PASADENA
CITY OF PASO ROBLES
CITY OF PERRIS
CITY OF PETALUMA
CITY OF PICO RIVERA
CITY OF PINOLE
CITY OF PITTSBURG
CITY OF PLEASANTON
CITY OF POMONA
CITY OF PORT HUENEME
CITY OF RANCHO CORDOVA
CITY OF RANCHO MIRAGE
CITY OF RANCHO SANTA MARGARITA

CITY OF REDDING
CITY OF REDLANDS
CITY OF REDONDO BEACH
CITY OF REDWOOD CITY
CITY OF RIALTO
CITY OF RICHMOND
CITY OF RIDGECREST
CITY OF ROHNERT PARK
CITY OF ROSEVILLE
CITY OF SACRAMENTO
CITY OF SAN BERNARDINO
CITY OF SAN BRUNO
CITY OF SAN BUENAVENTURA (VENTURA)
CITY OF SAN CLEMENTE
CITY OF SAN DIEGO
CITY OF SAN JACINTO
CITY OF SAN LEANDRO
CITY OF SAN MATEO
CITY OF SAN RAMON
CITY OF SANTA CLARA
CITY OF SANTA CLARA HOUSING
AUTHORITY
CITY OF SANTA MARIA
CITY OF SANTA ROSA
CITY OF SANTEE
CITY OF SAUSALITO
CITY OF SHAFTER
CITY OF SIMI VALLEY
CITY OF SOLANA BEACH
CITY OF SOUTH PASADENA
CITY OF SOUTH SAN FRANCISCO
CITY OF STANTON
CITY OF STOCKTON
CITY OF SUNNYVALE
CITY OF THOUSAND OAKS
CITY OF TORRANCE
CITY OF TRACY
CITY OF VACAVILLE
CITY OF VALLEJO
CITY OF VISALIA
CITY OF VISTA
CITY OF WALNUT CREEK
CITY OF WATSONVILLE
CITY OF WEST COVINA
CITY OF WEST SACRAMENTO
CITY OF WESTMINSTER
CITY OF WHITTIER
CITY OF YUBA CITY
COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS (CVAG)
COLLEGE OF THE LAW, SAN FRANCISCO
COLUSA COUNTY
CONTRA COSTA COUNTY
CONTRA COSTA COUNTY IHSS PUBLIC
AUTHORITY
COUNCIL OF SAN BENITO COUNTY
GOVERNMENTS

DEL NORTE COUNTY
DEL NORTE IHSS PUBLIC
AUTHORITY
DUBLIN SAN RAMON SERVICES
DISTRICT
EAST BAY REGIONAL PARK DISTRICT
EL DORADO COUNTY
EVERGREEN ELEMENTARY
SCHOOL DISTRICT
FAIRFIELD-SUISUN
SEWER DISTRICT
FIRST FIVE CONTRA COSTA CHILDREN
& FAMILIES COMMISSION
FRESNO COUNTY
GLENN COUNTY
GOLD COAST TRANSIT DISTRICT
GOLDEN EMPIRE TRANSIT DISTRICT
GOLDEN STATE RISK MANAGEMENT
AUTHORITY (GSRMA)
GREAT BASIN UNIFIED AIR
POLLUTION CONTROL
DISTRICT
HOUSING AUTHORITY OF THE
COUNTY OF MARIN
HOUSING AUTHORITY OF THE COUNTY
OF RIVERSIDE
HUMBOLDT COUNTY
HUMBOLDT TRANSIT AUTHORITY (HTA)
HUNTINGTON BEACH UNION HIGH
SCHOOL DISTRICT
IMPERIAL COUNTY
IMPERIAL COUNTY IHSS PUBLIC
AUTHORITY
INLAND EMPIRE HEALTH PLAN
INLAND EMPIRE UTILITIES AGENCY
INYO COUNTY
IRVINE RANCH WATER DISTRICT
(IRWD)
KERN COUNTY
KERN COUNTY HOSPITAL AUTHORITY
KERN IHSS PUBLIC AUTHORITY
KINGS COUNTY
KINGS COUNTY AREA PUBLIC TRANSIT
AGENCY
KINGS WASTE & RECYCLING
AUTHORITY
LAKE COUNTY
LAKE ELSINORE UNIFIED SCHOOL
DISTRICT
LASSEN COUNTY LOCAL AGENCY WC
EXCESS JPA (LAWCX)
LOMPOC VALLEY MEDICAL CENTER
LOS ANGELES COUNTY
DEVELOPMENT AUTHORITY (LACDA)
LOS ANGELES COUNTY LAW LIBRARY
LOS ANGELES COUNTY OFFICE OF
EDUCATION (LACOE)

LOS ANGELES UNIFIED SCHOOL DISTRICT RISK
MANAGEMENT AUTHORITY (LAUSD/RMA)
MADERA COUNTY
MARIN COUNTY
MARIN COUNTY TRANSIT DISTRICT
MARIPOSA COUNTY
MENDOCINO COUNTY
MERCED COUNTY
MERCED IRRIGATION DISTRICT
MID-PENINSULA REGIONAL OPEN SPACE DISTRICT
MODOC COUNTY
MONO COUNTY
MONTEREY BAY AREA SELF INSURANCE AUTHORITY
(MBASIA)
MONTEREY COUNTY
MONTEREY COUNTY HOUSING AUTHORITY
MONTEREY COUNTY WATER RESOURCE AGENCY
(MCWRA)
MONTEREY PENINSULA AIRPORT DISTRICT
MONTEREY SALINAS TRANSIT
MORAGA-ORINDA FIRE
PROTECTION DISTRICT
MORONGO BASIN TRANSIT AUTHORITY
DBA BASIN TRANSIT
MOUNTAIN COMMUNITIES' HEALTHCARE
DISTRICT
MUNICIPAL POOLING AUTHORITY (MPA)
NAPA COUNTY
NAPA SANITATION DISTRICT
NEVADA COUNTY
NORTH COUNTY TRANSIT DISTRICT
NORTHERN CA CITIES SELF INSURANCE
FUND (NCCSIF)
NORTHERN CALIFORNIA POWER AGENCY
(NCPA)
NCSDIA
OAKLAND UNIFIED SCHOOL DISTRICT
OC SANITATION DISTRICT
OFFICE OF COMMUNITY AND INVESTMENT
AND INFRASTRUCTURE (OCII)
OMNITRANS
ORANGE COUNTY FIRE AUTHORITY
ORANGE COUNTY TRANSPORTATION
AUTHORITY
PAJARO VALLEY HEALTH CARE DISTRICT
HOSPITAL CORPORATION DBA
WATSONVILLE COMMUNITY
HOSPITAL
PALO VERDE VALLEY HEALTH CARE
DISTRICT HOSPITAL
PASADENA USD
PLACER COUNTY
PLACER COUNTY WATER AGENCY
PLEASANT HILL RECREATION & PARK DIST
PLUMAS COUNTY
PORT OF OAKLAND
PRISM
PUBLIC AGENCIES SELF INSURANCE
SYSTEM (PASIS) – SAN DIEGO

PUBLIC ENTITY RISK
MANAGEMENT
AUTHORITY
(PERMA)
REDONDO BEACH
UNIFIED SCHOOL DIST
RIVERSIDE COUNTY
RIVERSIDE COUNTY IHSS
PUBLIC AUTHORITY
RIVERSIDE TRANSIT AGENCY
SACRAMENTO AREA
FLOOD CONTROL
AGENCY
RURAL COUNTY
REPRESENTATIVE
S OF CALIFORNIA
(RCRC)
SACRAMENTO AREA
FLOOD CONTROL
AGENCY
SACRAMENTO AREA SEWER
DISTRICT (SASD)
SACRAMENTO COUNTY
SACRAMENTO FIRST FIVE
COMMISSION
SACRAMENTO – YOLO MOSQUITO
AND VECTOR CONTROL
DISTRICT
SAN BENITO COUNTY
SAN BENITO IHSS PUBLIC
AUTHORITY
SAN BERNARDINO COUNTY
SAN BERNARDINO IHSS PUBLIC
AUTHORITY
SAN BERNARDINO MOUNTAINS
COMMUNITY HOSPITAL
SAN BERNARDINO MUNICIPAL
WATER DEPARTMENT
SAN DIEGO COUNTY
SAN DIEGO COUNTY IHSS PUBLIC
AUTHORITY
SAN DIEGO COUNTY WATER
AUTHORITY
SAN DIEGO HOUSING COMMISSION
SAN DIEGO METROPOLITAN
TRANSIT SYSTEM
SAN DIEGO UNIFIED SCHOOL
DISTRICT
SAN ELIJO JPA ADMINISTRATION
SAN JOAQUIN COUNTY
SAN JOSE UNIFIED SCHOOL
DISTRICT
SAN LUIS OBISPO COUNTY
SAN MATEO CONSOLIDATED FIRE
DEPARTMENT
SAN MATEO COUNTY SCHOOLS
INSURANCE GROUP
(SMCSIG)
SANTA BARBARA COUNTY

SANTA BARBARA METROPOLITAN TRANSIT DISTRICT
SANTA CLARA COUNTY
SANTA CLARA COUNTY CENTRAL FIRE PROTECTION
DISTRICT
SANTA CLARA COUNTY LIBRARY DISTRICT JPA
SANTA CLARA COUNTY OFFICE OF EDUCATION
(SCCOE)
SANTA CLARA COUNTY VECTOR CONTROL DISTRICT
SANTA CLARA VALLEY WATER DISTRICT
SANTA CRUZ COUNTY
SANTA CRUZ COUNTY FIRE AGENCIES INSURANCE
GROUP
SANTA CRUZ METRO TRANSIT DISTRICT
SCHOOLS EXCESS LIABILITY FUND (SELF)
SELF INSURED RISK MANAGEMENT AUTHORITY
(SIRMA)
SHASTA COUNTY
SHASTA IHSS PUBLIC AUTHORITY
SIERRA COUNTY
SISKIYOU COUNTY
SLORTA JPA
SOLANO COUNTY
SOLANO TRANSPORTATION AUTHORITY
SONOMA COUNTY
SONOMA COUNTY EMPLOYEES' RETIREMENT
ASSOCIATION (SCERA)
SONOMA MARIN AREA RAIL TRANSIT
SOUTH BAY AREA SCHOOLS INSURANCE
AUTHORITY (SBASIA)
SOUTH COAST AIR QUALITY
MANAGEMENT DISTRICT
SPECIAL DISTRICT RISK MANAGEMENT
AUTHORITY (SDRMA)
STANISLAUS COUNTY
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ALAMEDA
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF ALPINE
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF AMADOR
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF BUTTE
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF CALAVERAS
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF COLUSA
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF CONTRA COSTA
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF DEL NOTRE
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF EL DORADO
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LAKE
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LASSEN
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MERCED

SUPERIOR COURT OF
CALIFORNIA,
COUNTY OF
ORANGE
SUPERIOR COURT OF
CALIFORNIA,
COUNTY OF
PLACER
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BENITO
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN LUIS OBISPO
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SANTA BARBARA
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SANTA CRUZ
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SHASTA
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SONOMA
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF STANISLAUS
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF TRINITY
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF TUOLUMNE
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF YOLO
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF YUBA
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SISKIYOU
SUTTER COUNTY
SUTTER IHSS PUBLIC AUTHORITY
TAHOE TRANSPORTATION DISTRICT
TEHAMA COUNTY
TOWN OF APPLE VALLEY
TOWN OF COLMA
TOWN OF YOUNTVILLE
TRANSPORTATION CORRIDOR
AGENCIES
TRI-COUNTY SCHOOLS INSURANCE
GROUP (TCSIG)
TRINDEL INSURANCE FUND
TRINITY COUNTY
TULARE COUNTY
TUOLUMNE COUNTY
TURLOCK IRRIGATION DISTRICT
UNION SANITARY DISTRICT
UPLAND UNIFIED SCHOOL DISTRICT
VENTURA COUNTY
WEST SAN GABRIEL LIABILITY AND
PROPERTY JPA
WEST SAN GABRIEL WC JPA
YOLO COUNTY
YOLO COUNTY PUBLIC AGENCY RISK
MANAGEMENT INSURANCE
AUTHORITY (YCPARMIA)
YUBA COUNTY

However, PRISM's Executive Committee's recent action reclassified and categorized all of PRISM's Programs the same way, which will now require members in the former Miscellaneous Programs, including the Authority, to join PRISM and execute the PRISM Joint Powers Agreement. The Authority will also need to execute the specific Program MOU, which in this case is the Cyber Liability Program.

FISCAL IMPACT

None

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Attachment 2

MEMORANDUM OF UNDERSTANDING CYBER LIABILITY PROGRAM

This Memorandum of Understanding (hereinafter “Memorandum”) is entered into by and between Public Risk Innovation, Solutions, and Management (hereinafter referred to as “PRISM”) and the participating entities (hereinafter “Members”) who are signatories to this Memorandum.

1. CREATION AND PURPOSE OF THE PROGRAM. There is hereby created by this Memorandum the Cyber Liability Program (hereafter “Program”). The purpose of the Program is to provide participating Members with coverage and risk-sharing for cyber-related losses, including but not limited to data breaches, network security failures, privacy liability, cyber extortion, business interruption due to cyber events, and related costs, as more fully described in the applicable coverage documents.

2. JOINT POWERS AGREEMENT. Each participating member of the Program shall have executed the Joint Powers Agreement Creating Public Risk Innovation, Solutions, and Management (hereinafter referred to as “Agreement”). Except as otherwise provided herein, all terms used herein shall be as defined in Article 1 of the Agreement, and all other provisions of the Agreement not in conflict with this Memorandum shall be applicable.

3. GOVERNANCE AND PROGRAM OVERSIGHT

The Executive Committee of PRISM (hereafter “Committee”) shall have full authority over all matters affecting the Program, including but not limited to:

- a. Approval of new members;
- b. Program structure and participation requirements;
- c. Premium and rate setting;
- d. Retention levels, limits, and reinsurance;
- e. Allocation of aggregate limits (as needed);
- f. Underwriting standards;
- g. Data submission requirements and cybersecurity controls; and
- h. Policies regarding withdrawal and cancellation

4. PROGRAM PARTICIPATION AND MEMBERSHIP

- a. Participation in the Program is voluntary and subject to approval by PRISM in accordance with the Agreement and Program underwriting guidelines.
- b. A Member approved for participation shall remain in the Program until withdrawal or cancellation in accordance with the Agreement and this Memorandum.
- c. PRISM may establish eligibility criteria, including but not limited to minimum cybersecurity controls, incident response planning, training, and compliance with applicable laws and standards.

5. ANNUAL PREMIUM

In accordance with Article 14(b)(2) of the Agreement, participating Members shall be assessed an annual premium for the purpose of funding the Program. Annual

rates/premiums will be established by the Committee in consultation with the carrier, actuaries and/or other consultants.

6. COST ALLOCATION

Each Member's share of the annual premium shall be determined pursuant to a Committee-approved cost allocation methodology, which may consider factors such as exposure, size, cybersecurity posture, loss experience, and other risk characteristics. The cost allocation methodology may be amended from time to time by action of the Committee.

7. COVERAGE DOCUMENTS

PRISM shall issue applicable coverage documents evidencing a Member's participation in the Program and setting forth the specific terms, conditions, limits, retentions, exclusions, and endorsements applicable to the cyber liability coverage.

8. CLAIMS AND INCIDENT REPORTING

- a. Members shall comply with all incident reporting, claims reporting, and cooperation requirements established by PRISM, and/or the carrier, and as set forth in the coverage documents.
- b. Members shall promptly notify PRISM of any known or suspected cyber incident that may give rise to a claim under the Program.
- c. PRISM may establish cyber incident response protocols, panel vendors, breach response requirements, and claims administration standards applicable to the Program.
- d. Failure to comply with these reporting requirements could adversely impact coverage.

9. CLAIMS ADMINISTRATION

Claims administration services shall be provided by the insurance carrier(s) and/or their assignee.

10. CYBERSECURITY STANDARDS

Each Member shall maintain reasonable and appropriate cybersecurity controls, policies, and procedures, and shall cooperate with PRISM in risk management initiatives, assessments, training, and audits related to cyber risk.

11. WITHDRAWAL AND CANCELLATION

Withdrawal or cancellation from the Program shall be governed by Articles 20 and 21 of the Agreement, subject to policy provisions and any additional Program-specific requirements adopted by the Committee.

12. LATE PAYMENTS

Notwithstanding any other provision to the contrary regarding late payment of invoices or cancellation from a Program, at the discretion of the Executive Committee, any Member that fails to pay an invoice when due may be given a ten (10) day written notice of cancellation.

13. DISPUTE RESOLUTION

Any question or dispute with respect to the rights and obligations of the parties to this Memorandum regarding coverage shall be determined in accordance with the Agreement Article 31, Dispute Resolution.

14. AMENDMENT

This Memorandum may be amended by a majority vote of the Executive Committee and signature on the Memorandum by the Member's designated representative who shall have authority to execute this Memorandum. Should a Member of the Program fail to execute any amendment to this Memorandum within the time provided by the Executive Committee, the Member will be deemed to have withdrawn at the following renewal.

15. COMPLETE AGREEMENT

Except as otherwise provided herein, this Memorandum constitutes the full and complete agreement of the Members.

16. SEVERABILITY

If any provision of this Memorandum is judicially determined to be void or unenforceable, such determination shall not affect the validity of the remaining provisions.

17. EFFECTIVE DATE

This Memorandum shall become effective on the effective date of coverage for the Member and upon approval by the Executive Committee of any amendment, whichever is later.

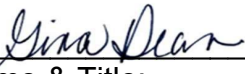
18. EXECUTION IN COUNTERPARTS

This Memorandum may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the dates set forth below.

PRISM:

Dated: 7/1/2026

Signature: 
Printed Name & Title: Gina Dean, CEO
Public Risk Innovation, Solutions, and Management

Member:

Dated: _____

Signature: _____
Printed Name & Title: _____
Member Entity: _____

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Attachment 3

RESOLUTION NO. _____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS
AUTHORITY APPROVING THE AUTHORITY BECOMING
A MEMBER OF PUBLIC RISK INNOVATION, SOLUTIONS,
AND MANAGEMENT; AUTHORIZING EXECUTION OF
THE JOINT POWERS AGREEMENT; AND AUTHORIZING
EXECUTION OF MEMORANDUM OF UNDERSTANDING
FOR CYBER LIABILITY PROGRAM**

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

SECTION 1. The Board of Directors of the South Bay Regional Public Communications Authority hereby approves the Authority becoming a member of Public Risk Innovation, Solutions, and Management.

SECTION 2. The Board of Directors of the South Bay Regional Public Communications Authority hereby authorizes the Executive Director to execute the Public Risk Innovation, Solutions, and Management Joint Powers Agreement.

SECTION 3. The Board of Directors of the South Bay Regional Public Communications Authority hereby authorizes the Executive Director to execute the Memorandum of Understanding with Public Risk Innovation, Solutions, and Management to participate in the Cyber Liability Program for cyber-related losses.

WE HEREBY CERTIFY that the foregoing is a true copy of the resolution adopted by the Board of Directors of the South Bay Regional Public Communications Authority in a meeting thereof held on the 21st day of July, 2026, by the following vote.

AYES:

NOES:

ABSENT:

ABSTAIN:

Rodney Tanaka, Councilmember
Chairman, Board of Directors

Kristin Miller, Executive Director
Secretary, Board of Directors

I-1

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

JUNE 16, 2026

A. CALL TO ORDER

The Executive Committee and User Committee convened in a regular joint session at 2:05PM on Tuesday, June 16, 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 Vontray Norris, City of Hawthorne
City Manager Talyn Mirzakhian, City of Manhattan Beach
City Manager Clint Osorio, City of Gardena
Captain David Brock, Gardena Police Department
Chief Eric Lane, Hawthorne Police Department
Chief Jesse Alexander, Manhattan Beach Fire Department
Chief Rachel Johnson, Manhattan Beach Police Department

Absent: Chief Todd Fox, Gardena Police Department

Also Present: Kristin Miller, 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 May 19, 2026
APPROVE
2. Check Register – May 2026
RECEIVE AND FILE
3. Approve FY2026/27 Blanket Purchase Orders for Supplies and in Services in a Total Amount Not-to-Exceed \$1,532,692
APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE PURCHASE ORDERS
4. Schedule of Fees and Charges for Fiscal Year 2026/27
RECOMMEND THAT THE BOARD OF DIRECTORS ADOPT A RESOLUTION ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2026/27
5. Approve Replacement of Microwave Link from Punta Place to Beach Cities Hospital in the Amount of \$62,300.00
APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE PURCHASE ORDER
6. Approve a Change Purchase Order in the Amount of \$45,000 to Setina Manufacturing Corporation for Supplies and Services
APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE CHANGE PURCHASE ORDER

7. Approve a Change Purchase Order in the Amount of \$50,000 to Havis Incorporated for Supplies and Services
APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE CHANGE PURCHASE ORDER
8. Approve a Change Purchase Order in the Amount of \$30,000 to Motorola Solutions for Supplies and Services
APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE CHANGE PURCHASE ORDER

MOTION: City Manager Norris moved to approve the Executive Committee Consent Calendar Items 1-8. The motion was seconded by City Manager Mirzakhanian and passed by a vote of 3-0.

E. **ITEMS REMOVED FROM THE CONSENT CALENDAR**
None.

F. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Authorize the Executive Director to Bind and Approve FY2026/27 Insurance Policies Proposed by Alliant Insurance Services, Inc. for Insurance Necessary to Protect the Authority and its Member Agencies; and Approve Purchase Orders Associated With Amount Not-To-Exceed \$417,818.00
AUTHORIZE EXECUTE DIRECTOR TO BIND AND APPROVE INSURANCE POLICIES AND APPROVE AND AUTHORIZE EXECUTE DIRECTOR TO EXECUTE PURCHASE ORDERS

Executive Director Miller provided an Insurance Policy update. The actual cost for cyber liability insurance is \$44,789, which is \$7700 higher than the estimated \$37,000, though the total insurance allotment remains 4% under the budgeted amount.

Alliant Insurance will re-evaluate the cyber liability policy, currently in the “Prism” pool, to potentially lower the premium, noting that a 2024 cyber-attack claim was old, closed and had no monetary value.

City Manager Osorio requested an analysis comparing PRISM to market coverage, including a 10-year experience analysis, will be conducted by year-end for a potential transition to market coverage by January 2027.

MOTION: City Manager Norris moved to approve the “not to exceed” amount for insurance from \$417,818 to \$425,618. The motion was seconded by Manager Mirzakhanian and passed by a vote of 3-0.

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

Administrative Services Manager Cunningham provided a staffing update.

Staffing and Recruitment

The organization currently has 31 full-time employees, increasing to 33 with two new hires starting tomorrow.

Recruitment efforts this month included 341 applications received, 125 tests

taken (out 171 scheduled), and 26 applicants passed, with 8 individuals in background checks and 5 operators in complaint training.

Social media outreach generated over 500 new followers – 2,400 (total) and 438,000 views in the last three months.

Testing has been temporarily paused during the World Cup but will resume, with a “big spike” of approximately seven new hires anticipated in early September, timed to optimize training with the August CAD system implantation.

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

Administrative Services Manager Cunningham provided an update on Technical Services.

Fleet Inventory, Vehicle Builds and Assessment

- 78 vehicles are currently in facilities or cities, with 16 awaiting full builds; 7 full builds were completed last month, bringing the total to 78.
- Hermosa Beach Police Department decided to continue utilizing internal services for full builds, with one completed and parts purchased for two additional patrol vehicles.
- Mercury, a vendor, will conduct a full assessment of technical services operations, covering both full builds and repair processes, to identify staffing needs, streamline processes, and determine maximum capacity.
- The assessment will involve meetings with stakeholders (city managers, chiefs) to gather feedback on needs, pros, and cons, with coordination for these meetings handled by the Executive Director.

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

Operations Manager Kauffman provided a Computer Aided Dispatch System and Bill Romesburg provided an overview - CLETS Application Process

CAD System Implementation

- The CAD system go-live date is set for August, having been pushed due to FIFA activities and staff availability, with the project currently in the Functional Acceptance Testing phase and final acceptance projected for September.
- Refresher training for Mobile CAD and MDC for staff is scheduled to begin next week via Zoom, with CAD end-user training for dispatch personnel planned for late July or early August.
- All cities successfully provided necessary items for the applications, which were rapidly assembled by records personnel and are scheduled to be sent out this Friday.
- CAD authentication data was obtained from all cities last week, user setup for the city system is underway, and all required fire layers (including hydrants and underground piping for three fire departments) have been completed and built in.

- Two missing AVL layers (direction of travel and speed limit) were sourced from ESRI's partner "HERE," and the Authority's CAD Consultant is currently integrating these layers into the base map, with a cost estimate pending.

Technical Interfaces and Upcoming Events

- Interfaces impacting only the agency such as Peregrine and Axon, are being managed with vendors to ensure continued functionality post-CAD go-live and to identify other applicable products for interfacing.
- Upcoming meetings including monthly meetings with Fire and Executive.
- June 22-26, 2026 Agency End User MDC/vMonitor & Remote CAD refresher training.
- July 1, 2026 Police Executive CAD Project Update Meeting
- July 23, 2026 Fire Executive CAD Project Update Meeting
- July 2026 Dispatch End User Training

G. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes for May 19, 2026

APPROVE

MOTION: Captain Brock motioned to approve Item 1. 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**

Chief Johnson acknowledged/appreciated having a dispatcher on the command post for the FIFA event in Manhattan Beach was "extremely helpful" in "running down things," particularly regarding oddities occurring at the hotel.

Operations Manager Kauffman thanked Chief Alexander and Chief Johnson for allowing Authority Staff to participate FIFA preparations with their department.

J. **ADJOURNMENT**

The meeting was adjourned at 2:29PM.

1-2



Check Register FY 2025-26

June 2026

<u>Accounts Payable Check Issued Date</u>	<u>Total Check Amount</u>	<u>Notes</u>
---	---------------------------	--------------

June 5, 2026	\$200,550.79	
June 12, 2026	\$168,245.72	
June 19, 2026	\$966,370.14	
June 26, 2026	<u>\$115,017.51</u>	

Accounts Payable Total	\$1,450,184.16	
------------------------	----------------	--

<u>Payroll Checks Issued Date</u>	
-----------------------------------	--

June 12, 2026	\$190,367.43
June 26, 2026	<u>\$197,682.52</u>

Payroll Total	\$388,049.95
---------------	--------------

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2395	6/5/2026	00069	SOUTHERN CALIFORNIA 700383926852	5/20/2026	ELEC SERV PUNTA/ 04/21/26	901.19	901.19
2396	6/5/2026	00411	PITNEY BOWES 3107916323	5/30/2026	OFFICE EQUIPMENT MONTH	243.74	243.74
2397	6/5/2026	00012	CALIFORNIA WATER SER 5550731926	6/1/2026	FIRE PROTECTION SERVICE,	108.57	108.57
2398	6/5/2026	00651	FRONTIER 209-188-0077-04	6/1/2026	PHONE SERVICE 06/01/26 - 0	1,047.46	1,047.46
2399	6/5/2026	00070	GAS COMPANY, THE 059 194 8982 2	6/5/2026	GAS SERVICE HQ/ 05/02/2026	1,666.62	1,666.62
59506	6/5/2026	01079	CARD INTEGRATORS CO INV1983	6/4/2026	ANNUAL SERVICE FOR ID CA	1,495.00	1,495.00
59507	6/5/2026	00017	CHEM PRO LABORATORY IN248179	6/1/2026	WATER TREATMENT SERVIC	96.05	96.05
59508	6/5/2026	00439	CIT COM, INC. 2026-14	6/1/2026	CAD SYSTEM IMPLEMENTATI	9,790.00	9,790.00
59509	6/5/2026	00225	COMMLINE INC 0540206-IN	5/26/2026	ANNUAL HARDWARE SUPPO	16,500.00	
			0541383-IN	6/4/2026	RENTAL FEE FOR MICROWA\	650.00	
			0541384-IN	6/4/2026	RENTAL FEE FOR MICROWA\	650.00	17,800.00
59510	6/5/2026	00528	CONTINENTAL COMPUTE 211055	6/3/2026	FIREWALLS FOR VERSATERI	23,218.02	23,218.02
59511	6/5/2026	00226	DEPT OF INDUSTRIAL RE S 2277978 MR	5/24/2026	ELEVATOR INSPECTION, RE/	675.00	
			S 2277780 MR	5/24/2026	ELEVATOR INSPECTION, FRC	675.00	1,350.00
59512	6/5/2026	01137	DIANE CARROLL 1563	5/21/2026	GETRESQ911 TEMPORARY S	4,530.00	4,530.00
59513	6/5/2026	01069	DOCUMENT CONSULTING 140169	6/1/2026	COPIER LEASE & PRINTING S	685.02	685.02
59514	6/5/2026	01203	FACILITY SOLUTIONS GR 5638245-00	5/14/2026	LIGHTING FIXTURES	1,551.91	1,551.91
59515	6/5/2026	00008	FEDERAL SIGNAL CORP 9217274	5/29/2026	FEDERAL SIGNAL CORP BILL	3,792.36	
			9210138	5/20/2026	FEDERAL SIGNAL CORP BILL	250.32	4,042.68
59516	6/5/2026	01168	GVP VENTURES, INC 11526	5/15/2026	RECRUITMENT SERVICES	1,000.00	1,000.00
59517	6/5/2026	00027	HAVIS INC. SIN361017	5/26/2026	HAVIS INC BILLABLE PARTS	26,284.27	
			SIN359465	5/12/2026	HAVIS INC BILLABLE PARTS	4,225.54	30,509.81
59518	6/5/2026	00867	JOE MAR POLYGRAPH 26-020-SBRPCA	6/3/2026	PRE-EMPLOYMENT POLYGR	3,250.00	3,250.00
59519	6/5/2026	00799	LA UNIFORMS & TAILORIN 32924	5/18/2026	UNIFORM SETS	336.53	
			32731	5/1/2026	UNIFORM SETS	336.53	
			33006	5/26/2026	UNIFORM SETS	253.76	
			32991	5/22/2026	UNIFORM SETS	165.53	1,092.35
59520	6/5/2026	01187	MICHAEL E. LANG 060326	6/3/2026	FIRE CAD CONSULTANT	525.00	525.00

Bank : bow BANK OF THE WEST		(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
59521	6/5/2026	00331	MITSUBISHI ELECTRIC IN 568145	5/28/2026	ANNUAL STATE TESTING FOI	2,900.00	
			552379	1/1/2026	MONTHLY ELEVATOR MAINTI	864.44	
			555918	2/1/2026	MONTHLY ELEVATOR MAINTI	864.44	
			568853	6/1/2026	MONTHLY ELEVATOR MAINTI	864.44	
			537000	8/1/2025	MONTHLY ELEVATOR MAINTI	829.06	
			539158	9/1/2025	MONTHLY ELEVATOR MAINTI	829.06	
			543146	10/1/2025	MONTHLY ELEVATOR MAINTI	829.06	
			546707	11/1/2025	MONTHLY ELEVATOR MAINTI	829.06	
			534671	7/21/2025	MONTHLY ELEVATOR MAINTI	595.01	9,404.57
59522	6/5/2026	00577	NEW LOOK AUTO DETAIL 5578	5/22/2026	CITY OF GARDENA DODGE C	300.00	300.00
59523	6/5/2026	00819	OCCUPATIONAL HEALTH 90707705	5/21/2026	PRE-EMPLOYMENT MEDICAL	1,572.00	
			90621713	5/21/2026	PRE-EMPLOYMENT MEDICAL	1,108.00	
			90795757	6/2/2026	PRE-EMPLOYMENT MEDICAL	1,108.00	
			90971792	5/21/2026	PRE-EMPLOYMENT MEDICAL	554.00	4,342.00
59524	6/5/2026	01005	ORKIN PEST CONTROL 296423093	5/27/2026	PEST CONTROL SERVICES~	91.59	91.59
59525	6/5/2026	01204	PONCE DE LEON, BRIAN/ 052726	5/27/2026	EXPENSE REIMBURSEMENT	40.63	40.63
59526	6/5/2026	01097	PULSEPOINT FOUNDATIC 13271	3/1/2026	PULSEPOINT RESPOND TIEF	10,500.00	10,500.00
59527	6/5/2026	01022	RACE COMMUNICATIONS RC2223829	6/1/2026	COMMUNICATION CONTRAC	1,198.50	1,198.50
59528	6/5/2026	01126	RIO HONDO COM COLLEI S26-294-ZSBR	5/26/2026	POST TRAINING / LUBEN & S.	744.00	744.00
59529	6/5/2026	00144	SAXE-CLIFFORD PHD, SL 26-0601-2	6/1/2026	PRE-EMPLOYMENT PSYCHO	400.00	400.00
59530	6/5/2026	00145	SETINA MFG CO INC 333891	5/29/2026	SETINA MANUFACTURING CO	14,272.25	14,272.25
59531	6/5/2026	01186	TL INVESTIGATIONS & CC 1014	5/22/2026	BACKGROUND INVESTIGATI	3,800.00	3,800.00
59532	6/5/2026	00171	VERIZON WIRELESS 6144388651	5/23/2026	GPD DAC CHARGES 04/24/26	1,807.39	
			6144328491	5/23/2026	DAC CHARGES HPD/ 04/24/26	1,229.25	
			6144313015	5/23/2026	MODEM SVC. MBPD/ 04/24/26	1,034.55	
			6144313016	5/23/2026	MODEM SVC. MBPD/ 04/24/26	138.12	4,209.31
59533	6/5/2026	01159	VERSATERM PUBLIC SAF INV28-00500	5/20/2026	VERSATERM ANNUAL SUBSC	44,637.00	44,637.00
59534	6/5/2026	01065	WAGeworks INC., HEAL INV9069529	5/26/2026	FY 25-26 FSA MONTHLY COM	92.00	92.00
59535	6/5/2026	00481	WAYTEK, INC. 4047112	5/20/2026	WAYTEK INC BILLABLE PART	1,615.52	1,615.52
Sub total for BANK OF THE WEST:							200,550.79

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
21070	6/11/2026	00696	GUARDIAN	533654-06	5/20/2026	GUARDIAN - DENTAL,VISION,	5,601.96	5,601.96
21071	6/10/2026	00058	CALPERS	1000000183036	5/14/2026	HEALTH PREMIUMS FOR JUN	52,872.03	52,872.03
21072	6/12/2026	00219	INTERNAL REVENUE SEF	Ben43007	6/12/2026	FEDERAL WITHHOLDING TAX	41,130.40	41,130.40
21073	6/12/2026	00223	EMPLOYMENT DEVEL DE	Ben43011	6/12/2026	STATE DISABILITY INSURANC	17,110.66	17,110.66
21074	6/12/2026	00222	STATE DISBURSEMENT L	Ben43015	6/12/2026	SUPPORT: PAYMENT	184.62	184.62
21075	6/12/2026	00058	CALPERS	Ben43009	6/12/2026	PERS RETIREMENT: PAYMEN	31,442.98	31,442.98
21076	6/12/2026	00221	MISSIONSQUARE RETIRE	Ben43005	6/12/2026	DEFERRED COMPENSATION	18,089.68	18,089.68
59536	6/12/2026	00218	CWA LOCAL 9400	Ben43001	6/12/2026	UNION DUES CWA: PAYMENT	60.79	60.79
59537	6/12/2026	00217	INTL BROTHERHOOD OF	Ben43003	6/12/2026	UNION DUES TEAMSTERS: P	1,041.00	1,041.00
59538	6/12/2026	00996	WAGEWORKS INC., HEAL	Ben43013	6/12/2026	HEALTH CARE FSA: PAYMEN	711.60	711.60
Sub total for BANK OF THE WEST:							168,245.72	

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
2400	6/19/2026	01162	BMO COMMERCIAL CAR				
		00052	PARADISE AWARDS	43576	5/1/2026	EMPLOYEE AWARDS	1,816.79
		00035	HOME DEPOT CREDIT SE	41018	5/13/2026	HQ MAINTENANCE	1,592.34
		01179	FACEBOOK	2733906208215	5/27/2026	RECRUITMENT	1,000.00
		01209	K GILL PHOTOGRAPHY	SS-00516-001	5/28/2026	EMPLOYEE SERVICES - MAN	1,000.00
		00035	HOME DEPOT CREDIT SE	48059	5/13/2026	HQ MAINTENANCE	778.55
		00523	CALIFORNIA CHAMBER C	11930773	5/1/2026	HARASSMENT PREVENTION	549.75
		01041	ZIP RECRUITER	11484700	5/4/2026	RECRUITMENT	549.00
		01183	INDEED, INC.	USI26-04108627	5/25/2026	RECRUITMENT	500.69
		01183	INDEED, INC.	USI26-03952229	5/18/2026	RECRUITMENT	500.43
		01183	INDEED, INC.	USI26-03773792	5/9/2026	RECRUITMENT	500.15
		00981	SAM'S CLUB	8000000365657	5/11/2026	EMPLOYEE WELLNESS PRO	331.58
		01199	AMAZON WEB SERVICES	2627760241	5/2/2026	AWS CLOUD COMPUTING SE	280.80
		00610	DIRECTV	065190124X260	5/4/2026	CABLE SERVICES	269.99
		00014	CDW GOVERNMENT, INC	AJ3L53C	5/12/2026	OFFICE EQUIPMENT - MONIT	261.26
		01179	FACEBOOK	C9V85NV5X2	5/2/2026	RECRUITMENT	246.66
		00466	AMAZON MARKETPLACE	113-0402943-12	5/17/2026	HQ MAINTENANCE	238.65
		00035	HOME DEPOT CREDIT SE	79333	5/14/2026	HQ MAINTENANCE	226.36
		01205	CAFE VIDA	051826	5/19/2026	EMPLOYEE SERVICES - LUN	199.37
		01178	PORTO'S BAKERY & CAFI	4465	5/21/2026	EMPLOYEE SERVICES - SAFI	187.42
		01183	INDEED, INC.	USI26-03452663	5/2/2026	RECRUITMENT	182.50
		00600	CHEVRON G&M #186	614951937	5/28/2026	GEN TECHNICAL SUPPLIES -	175.00
		01179	FACEBOOK	7ZWPAPM6X2	5/22/2026	RECRUITMENT	167.24
		01205	CAFE VIDA	00078	5/1/2026	ACCOUNTANT INTERVIEW D	151.52
		00035	HOME DEPOT CREDIT SE	44413	5/12/2026	HQ MAINTENANCE	149.36
		00466	AMAZON MARKETPLACE	113-3366681-05	5/27/2026	GEN TECHNICAL SUPPLIES	141.08
		00464	TARGET	6142399129931	5/22/2026	JANITORIAL SUPPLIES	119.79
		00466	AMAZON MARKETPLACE	113-7365399	5/27/2026	HQ MAINTENANCE	110.49
		00761	BOX	INV13600197	5/26/2026	SOFTWARE SERVICES	90.00
		01047	GODADDY	050126	5/1/2026	WEBSITE HOSTING SUBSCR	85.98
		01047	GODADDY	052326	5/25/2026	WEBSITE HOST SUBSCRIPTI	85.98
		01208	COUGARS BURGERS	050626	5/6/2026	EMPLOYEE SERVICES - COU	84.07
		00714	DOOR DASH	050826	5/8/2026	PERSONAL CHARGE - REIME	82.81
		01206	JERSEY MIKE'S	01-000398-99-29	5/13/2026	EMPLOYEE SERVICES - WOF	71.28

Bank : bow BANK OF THE WEST		(Continued)						
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
		00714	DOOR DASH	050426	5/4/2026	EMPLOYEE SERVICES - APPI	68.93	
		00714	DOOR DASH	050426	5/5/2026	EMPLOYEE SERVICES - APPI	66.94	
		00714	DOOR DASH	050526	5/5/2026	EMPLOYEE SERVICES - APPI	66.94	
		00466	AMAZON MARKETPLACE	113-9915310-16	5/27/2026	GEN TECHNICAL SUPPLIES	63.48	
		01205	CAFE VIDA	63	5/19/2026	EMPLOYEE SERVICES - LUN	62.87	
		01046	PELTON	050126	5/1/2026	EMPLOYEE SERVICES	49.99	
		00466	AMAZON MARKETPLACE	113-8356795-53	5/26/2026	GEN TECHNICAL SUPPLIES	44.16	
		01207	IN-N-OUT	092 6 2330 7072	5/14/2026	EMPLOYEE SERVICES - ADM	36.82	
		00464	TARGET	050926	5/9/2026	JANITORIAL SUPPLIES	33.85	
		00714	DOOR DASH	051526	5/16/2026	EMPLOYEE SERVICES - STAF	30.94	
		00704	FEDEX OFFICE	HHRKK0010809	4/30/2026	BACKGROUND FOLDERS	30.71	
		00714	DOOR DASH	050726	5/7/2026	PERSONAL CHARGE - REIME	20.36	
		00466	AMAZON MARKETPLACE	111-7940838-25	5/20/2026	EMPLOYEE SERVICES- THAM	11.03	
		00480	OFFICE DEPOT	467132081-001	5/8/2026	BACKGROUND FOLDERS - C	-97.94	
		01185	THE VOLARE ASCEND HC	H14154298	5/1/2026	LODGING FOR CIVILIAN MAN	-644.22	12,571.75
2401	6/19/2026	00069	SOUTHERN CALIFORNIA	700440732476	6/15/2026	ELEC SERV HQ/ 05/12/26 - 06	16,014.56	
				700610392752	6/5/2026	ELECT SERV GRANDVIEW/ 0	571.44	16,586.00
59539	6/19/2026	00297	AT&T, ATT CALNET	000025343625	6/3/2026	PHONE SERVICE 05/03/26-06	514.41	514.41
59540	6/19/2026	00064	AT&T, ATT PAYMENT CEN	960 461-1623 55	6/1/2026	PHONE SERVICE 06/01/2026-	5,014.96	5,014.96
59541	6/19/2026	01138	AUST, JENNIFER	061926	6/19/2026	RETIREE MED PREM/JUL 202	38.00	38.00
59542	6/19/2026	00460	CHARTER COMMUNICATI	2491898010601	6/1/2026	FY 25-26 INTERNET SERVICE	3,038.15	3,038.15
59543	6/19/2026	00101	CORDOVA, TONY	061926	6/19/2026	RETIREE MED PREM/JUL 202	588.00	588.00
59544	6/19/2026	00081	COSTON, SHANDER	061926	6/19/2026	RETIREE MED PREM/JUL 202	338.00	338.00
59545	6/19/2026	01137	DIANE CARROLL	1583	6/11/2026	GETRESQ911 TEMPORARY S	4,800.00	4,800.00
59546	6/19/2026	01198	DICKERSON MCCULLOCI	26-0525	6/9/2026	INTERNAL INVESTIGATIONS	2,053.36	2,053.36
59547	6/19/2026	00103	DIVINITY, TANJI	061926	6/19/2026	RETIREE MED PREM/JUL 202	588.00	588.00
59548	6/19/2026	00105	EBERLE, KELLE	061926	6/19/2026	RETIREE MED PREM/JUL 202	338.00	338.00
59549	6/19/2026	00785	EXPERIAN	6000288064	5/30/2026	CREDIT CHECK/MONITORINC	82.19	82.19
59550	6/19/2026	01203	FACILITY SOLUTIONS GR	5638245-00	5/19/2026	LIGHTING FIXTURES	1,151.91	
				5643384-00	6/10/2026	LIGHTING FIXTURES	788.43	1,940.34
59551	6/19/2026	01153	FIFTH ASSET, INC.	DB2010181	5/27/2026	LEASE AND SBITA MANAGEM	5,500.00	5,500.00
59552	6/19/2026	00651	FRONTIER	7002Z664-S-261	6/5/2026	PHONE SERV 06/05/26-07/04/	8,626.40	
				7002Z665-S-261	6/5/2026	PHONE SERV 06/05/26-07/04/	5,929.37	14,555.77
59553	6/19/2026	00322	GEOSPATIAL TECHNOLO	19082R	6/1/2026	SOFTWARE MAINTENANCE S	13,173.00	13,173.00
59554	6/19/2026	00417	INFORMER SYSTEMS LL	6457	6/1/2026	SCHEDULING SOFTWARE AN	9,828.00	9,828.00

Bank : bow BANK OF THE WEST			(Continued)					
Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total	
59555	6/19/2026	00442	LAWSON PRODUCTS, INC	9313539475	6/9/2026	LAWSON PRODUCTS INC BIL	652.43	652.43
59556	6/19/2026	00113	MARTIN, LISA	061926	6/19/2026	RETIREE MED PREM/JUL 202	338.00	338.00
59557	6/19/2026	00129	MC REYNOLDS, JENNIFE	061926	6/19/2026	RETIREE MED PREM/JUL 202	338.00	338.00
59558	6/19/2026	00047	MOTOROLA SOLUTIONS,	8282343062	6/4/2026	MOTOROLA SOLUTIONS INC	22,779.42	
				8282343574	6/4/2026	MOTOROLA SOLUTIONS INC	12,130.25	
				8282340286	5/29/2026	MOTOROLA SOLUTIONS INC	3,341.08	
				8282342799	6/3/2026	MOTOROLA SOLUTIONS INC	2,961.40	41,212.15
59559	6/19/2026	00577	NEW LOOK AUTO DETAIL	5596	6/16/2026	VEHICLE MAINTENANCE & D	120.00	120.00
59560	6/19/2026	01167	NOTARY PUBLIC CENTEF	00304	6/15/2026	RECRUITMENT - BG PROCES	435.00	435.00
59561	6/19/2026	01201	NTH GENERATION COMP	48269H	6/11/2026	RPLCMNT OF LEGACY NTWK	97,923.72	97,923.72
59562	6/19/2026	00819	OCCUPATIONAL HEALTH	91135448	6/11/2026	PRE-EMPLOYMENT MEDICAL	1,392.00	
				91224033	6/11/2026	PRE-EMPLOYMENT MEDICAL	464.00	1,856.00
59563	6/19/2026	00121	PINELA, ELIZABETH	061926	6/19/2026	RETIREE MED PREM/JUL 202	588.00	588.00
59564	6/19/2026	01189	PRIME SC MECHANICAL I	6456-01	6/8/2026	REFRIGERATED AIR DRYER I	6,947.00	6,947.00
59565	6/19/2026	01152	PRIMO BRANDS	06F8710314288	6/12/2026	WATER FILTRATION SYSTEM	137.81	137.81
59566	6/19/2026	01120	PROGRESSIVE COMMER	983333297	4/28/2026	FY26-27 AUTO INSURANCE F	5,936.64	5,936.64
59567	6/19/2026	00580	PUN GROUP, LLP, THE	116060	4/30/2026	FY 2025-26 AUDIT SERVICES	1,800.00	1,800.00
59568	6/19/2026	00818	RICHARDS,WATSON & GE	258595	5/22/2026	FY 25-26 GENERAL COUNSEI	7,764.50	
				258596	5/22/2026	FY 25-26 GENERAL COUNSEI	2,642.60	10,407.10
59569	6/19/2026	00144	SAXE-CLIFFORD PHD, SL	26-0604-6	6/4/2026	PRE-EMPLOYMENT PSYCHO	400.00	
				26-0611-7	6/11/2026	PRE-EMPLOYMENT PSYCHO	400.00	800.00
59570	6/19/2026	00824	SMART JANITORIAL, COM	SR-1351	6/1/2026	HQ MAINTENANCE - CLEANIN	4,685.00	4,685.00
59571	6/19/2026	00124	SMITH, KEVIN	061926	6/19/2026	RETIREE MED PREM/JUL 202	338.00	338.00
59572	6/19/2026	00106	SMITH, SANDRA	061926	6/19/2026	RETIREE MED PREM/JUL 202	338.00	338.00
59573	6/19/2026	01080	THE TEC NETWORK	3070	5/27/2026	REPLACEMENT OF LEGACY I	24,420.00	
				3054	4/30/2026	REPLACEMENT OF TWO LINE	7,658.70	32,078.70
59574	6/19/2026	00711	TROY SHEET METAL WOIF	79472	6/3/2026	TROY PRODUCTS INC BILLAI	336.23	336.23
59575	6/19/2026	00171	VERIZON WIRELESS	6143921188	5/18/2026	CELL PH. CHGS: 04/19/26-05/	500.33	500.33
59576	6/19/2026	01159	VERSATERM PUBLIC SAF	INV28-00499	5/20/2026	CAD APPLICATION SERVICE	662,972.00	662,972.00
59577	6/19/2026	01028	WESTIN AUTOMOTIVE PF	2296425	6/3/2026	WESTIN AUTOMOTIVE BILLAI	1,883.85	1,883.85
59578	6/19/2026	00063	WHELEN ENGINEERING (	907014	6/4/2026	WHELEN ENGINEERING CO I	2,198.25	2,198.25
Sub total for BANK OF THE WEST:								966,370.14

Bank : bow BANK OF THE WEST

Check #	Date	Vendor	Invoice	Inv Date	Description	Amount Paid	Check Total
21077	6/26/2026	00219	INTERNAL REVENUE SEF Ben43131	6/26/2026	FEDERAL WITHHOLDING TAX	41,831.35	41,831.35
21078	6/26/2026	00223	EMPLOYMENT DEVEL DE Ben43135	6/26/2026	STATE DISABILITY INSURANC	17,893.38	17,893.38
21079	6/26/2026	00222	STATE DISBURSEMENT L Ben43139	6/26/2026	SUPPORT: PAYMENT	184.62	184.62
21080	6/26/2026	00058	CALPERS Ben43133	6/26/2026	PERS RETIREMENT: PAYMEN	32,829.51	32,829.51
21081	6/26/2026	00221	MISSIONSQUARE RETIRE Ben43129	6/26/2026	DEFERRED COMPENSATION	18,772.90	18,772.90
59579	6/26/2026	00002	AFLAC Ben43123	6/26/2026	AFLAC INSURANCE: PAYMEN	1,285.36	1,285.36
59580	6/26/2026	00218	CWA LOCAL 9400 Ben43125	6/26/2026	UNION DUES CWA: PAYMENT	60.79	60.79
59581	6/26/2026	00217	INTL BROTHERHOOD OF Ben43127	6/26/2026	UNION DUES TEAMSTERS: P	1,043.00	1,043.00
59582	6/26/2026	00996	WAGEWORKS INC., HEAL Ben43137	6/26/2026	DEPENDENT CARE FSA: PAY	1,116.60	1,116.60
Sub total for BANK OF THE WEST:							115,017.51

I-3



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: July 21, 2026

ITEM NUMBER: I-3

TO: Executive Committee

FROM: Kristin Miller, Executive Director

SUBJECT: APPROVE A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$5,000 TO RICHARDS, WATSON, & GERSHON FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$100,000 FOR LEGAL SERVICES

ATTACHMENT: None

RECOMMENDATION

Staff recommends the Executive Committee approve a change purchase order to Richards, Watson & Gershon (RWG) in the amount of \$5,000.00 for a total not-to-exceed amount of \$100,000.00 for legal services.

BACKGROUND

The Executive Committee approved a Blanket Purchase Order (BPO) to RWG in the amount of \$80,000 on June 17, 2025 for FY25-26. In addition, the Executive Director approved an additional \$15,000 on May 4, 2026. Since year-end expenditures associated with this vendor are anticipated to total \$100,000, approval of the Executive Committee for this change purchase order is required, per Resolution 352 adopted on September 29, 2022.

DISCUSSION

The Authority contracts with RWG for legal services. In order to fund RWG's legal services through the end of the fiscal year, a change purchase order in the amount of \$5,000.00 is needed. This change would bring the total not-to-exceed amount on the BPO to \$100,000.00. A summary of the purchase order authorizations for the 2025-2026 fiscal year is as follows:

Purchase Order Authorized by Executive Committee on 06/17/2025	\$ 80,000
Change Order Authorized by Executive Director on 05/04/2026	\$ 15,000
Change Order Requested	\$ 5,000
Total Not-to-Exceed Amount	\$100,000

FISCAL IMPACT

None. Funding for these services is available in the adopted Fiscal Year 2025-2026 budget.

1-4



Staff Report

South Bay Regional Public Communications Authority

MEETING DATE: July 21, 2026

ITEM NUMBER: I-4

TO: Executive Committee

FROM: Kristin Miller, Executive Director
Megan Cunningham, Administrative Services Manager

SUBJECT: APPROVE A CHANGE PURCHASE ORDER IN THE AMOUNT OF \$21,000 TO CDW GOVERNMENT CORPORATION FOR SUPPLIES AND SERVICES

ATTACHMENT: None

RECOMMENDATION

Staff recommends that the Executive Committee approve a change purchase order in the amount of \$21,000 to CDW for supplies and equipment.

BACKGROUND

The Executive Committee approved a blanket purchase order ("BPO") to CDW Corporation ("CDW") in the amount of \$100,000 on June 17, 2025. In May 2026, the Executive Director authorized a change order in the amount of \$15,000 as allowed under the Authority's Purchasing Policy. Because year-end expenditures associated with purchases from this vendor are anticipated to total \$136,000, approval of the Executive Committee for this change purchase order is required, per Resolution 352 adopted on September 29, 2022.

DISCUSSION

CDW Corporation was founded in 1984 and remains a leader in providing technology products and services for business, government and education. The company has a secondary division known as CDW-G, devoted solely to United States government entities, including Local, State and the Federal government.

The Authority routinely orders computers, modems, cables and other related accessories from CDW-G for the installation work performed by the Technical Services Division. Due to an increase in vehicle outfitting services from member and contract cities, a change order is necessary to accommodate this work. A summary of the purchase order authorizations for the 2025-2026 fiscal year is as follows:

Purchase Order Authorized by Executive Committee on 06/17/2025	\$ 100,000
Change Order Authorized by Executive Director on 05/07/2026	\$ 15,000
Change Order Requested	\$ 21,000
Total Not-to-Exceed Amount	\$ 136,000

FISCAL IMPACT

None. Funding for these services is available in the adopted Fiscal Year 2025-2026 budget. Additionally, all costs associated with the upfitting of vehicles are 100% reimbursable by the member or contract agencies requesting the service.

M-1

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

JUNE 16, 2026

A. CALL TO ORDER

The Executive Committee and User Committee convened in a regular joint session at 2:05PM on Tuesday, June 16, 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 Vontray Norris, City of Hawthorne
City Manager Talyn Mirzakhani, City of Manhattan Beach
City Manager Clint Osorio, City of Gardena
Captain David Brock, Gardena Police Department
Chief Eric Lane, Hawthorne Police Department
Chief Jesse Alexander, Manhattan Beach Fire Department
Chief Rachel Johnson, Manhattan Beach Police Department

Absent: Chief Todd Fox, Gardena Police Department

Also Present: Kristin Miller, 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 May 19, 2026
APPROVE
2. Check Register – May 2026
RECEIVE AND FILE
3. Approve FY2026/27 Blanket Purchase Orders for Supplies and in Services in a Total Amount Not-to-Exceed \$1,532,692
APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE PURCHASE ORDERS
4. Schedule of Fees and Charges for Fiscal Year 2026/27
RECOMMEND THAT THE BOARD OF DIRECTORS ADOPT A RESOLUTION ESTABLISHING A SCHEDULE OF FEES AND CHARGES FOR FISCAL YEAR 2026/27
5. Approve Replacement of Microwave Link from Punta Place to Beach Cities Hospital in the Amount of \$62,300.00
APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE PURCHASE ORDER
6. Approve a Change Purchase Order in the Amount of \$45,000 to Setina Manufacturing Corporation for Supplies and Services
APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE CHANGE PURCHASE ORDER

7. Approve a Change Purchase Order in the Amount of \$50,000 to Havis Incorporated for Supplies and Services
APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE CHANGE PURCHASE ORDER
8. Approve a Change Purchase Order in the Amount of \$30,000 to Motorola Solutions for Supplies and Services
APPROVE AND AUTHORIZE EXECUTIVE DIRECTOR TO EXECUTE CHANGE PURCHASE ORDER

MOTION: City Manager Norris moved to approve the Executive Committee Consent Calendar Items 1-8. The motion was seconded by City Manager Mirzakhanian and passed by a vote of 3-0.

E. **ITEMS REMOVED FROM THE CONSENT CALENDAR**
None.

F. **EXECUTIVE COMMITTEE GENERAL BUSINESS**

1. Authorize the Executive Director to Bind and Approve FY2026/27 Insurance Policies Proposed by Alliant Insurance Services, Inc. for Insurance Necessary to Protect the Authority and its Member Agencies; and Approve Purchase Orders Associated With Amount Not-To-Exceed \$417,818.00
AUTHORIZE EXECUTE DIRECTOR TO BIND AND APPROVE INSURANCE POLICIES AND APPROVE AND AUTHORIZE EXECUTE DIRECTOR TO EXECUTE PURCHASE ORDERS

Executive Director Miller provided an Insurance Policy update. The actual cost for cyber liability insurance is \$44,789, which is \$7700 higher than the estimated \$37,000, though the total insurance allotment remains 4% under the budgeted amount.

Alliant Insurance will re-evaluate the cyber liability policy, currently in the “Prism” pool, to potentially lower the premium, noting that a 2024 cyber-attack claim was old, closed and had no monetary value.

City Manager Osorio requested an analysis comparing PRISM to market coverage, including a 10-year experience analysis, will be conducted by year-end for a potential transition to market coverage by January 2027.

MOTION: City Manager Norris moved to approve the “not to exceed” amount for insurance from \$417,818 to \$425,618. The motion was seconded by Manager Mirzakhanian and passed by a vote of 3-0.

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

Administrative Services Manager Cunningham provided a staffing update.

Staffing and Recruitment

The organization currently has 31 full-time employees, increasing to 33 with two new hires starting tomorrow.

Recruitment efforts this month included 341 applications received, 125 tests

taken (out 171 scheduled), and 26 applicants passed, with 8 individuals in background checks and 5 operators in complaint training.

Social media outreach generated over 500 new followers – 2,400 (total) and 438,000 views in the last three months.

Testing has been temporarily paused during the World Cup but will resume, with a “big spike” of approximately seven new hires anticipated in early September, timed to optimize training with the August CAD system implantation.

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

Administrative Services Manager Cunningham provided an update on Technical Services.

Fleet Inventory, Vehicle Builds and Assessment

- 78 vehicles are currently in facilities or cities, with 16 awaiting full builds; 7 full builds were completed last month, bringing the total to 78.
- Hermosa Beach Police Department decided to continue utilizing internal services for full builds, with one completed and parts purchased for two additional patrol vehicles.
- Mercury, a vendor, will conduct a full assessment of technical services operations, covering both full builds and repair processes, to identify staffing needs, streamline processes, and determine maximum capacity.
- The assessment will involve meetings with stakeholders (city managers, chiefs) to gather feedback on needs, pros, and cons, with coordination for these meetings handled by the Executive Director.

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

Operations Manager Kauffman provided a Computer Aided Dispatch System and Bill Romesburg provided an overview - CLETS Application Process

CAD System Implementation

- The CAD system go-live date is set for August, having been pushed due to FIFA activities and staff availability, with the project currently in the Functional Acceptance Testing phase and final acceptance projected for September.
- Refresher training for Mobile CAD and MDC for staff is scheduled to begin next week via Zoom, with CAD end-user training for dispatch personnel planned for late July or early August.
- All cities successfully provided necessary items for the applications, which were rapidly assembled by records personnel and are scheduled to be sent out this Friday.
- CAD authentication data was obtained from all cities last week, user setup for the city system is underway, and all required fire layers (including hydrants and underground piping for three fire departments) have been completed and built in.

- Two missing AVL layers (direction of travel and speed limit) were sourced from ESRI's partner "HERE," and the Authority's CAD Consultant is currently integrating these layers into the base map, with a cost estimate pending.

Technical Interfaces and Upcoming Events

- Interfaces impacting only the agency such as Peregrine and Axon, are being managed with vendors to ensure continued functionality post-CAD go-live and to identify other applicable products for interfacing.
- Upcoming meetings including monthly meetings with Fire and Executive.
- June 22-26, 2026 Agency End User MDC/vMonitor & Remote CAD refresher training.
- July 1, 2026 Police Executive CAD Project Update Meeting
- July 23, 2026 Fire Executive CAD Project Update Meeting
- July 2026 Dispatch End User Training

G. **USER COMMITTEE CONSENT CALENDAR**

1. Minutes for May 19, 2026

APPROVE

MOTION: Captain Brock motioned to approve Item 1. 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**

Chief Johnson acknowledged/appreciated having a dispatcher on the command post for the FIFA event in Manhattan Beach was "extremely helpful" in "running down things," particularly regarding oddities occurring at the hotel.

Operations Manager Kauffman thanked Chief Alexander and Chief Johnson for allowing Authority Staff to participate FIFA preparations with their department.

J. **ADJOURNMENT**

The meeting was adjourned at 2:29PM.