### A G E N D A SPECIAL MEETING OF THE EXECUTIVE COMMITTEE MONDAY, DECEMBER 18, 2017, 2:00 PM SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY SECOND FLOOR CONFERENCE ROOM 4440 W. BROADWAY, HAWTHORNE, CA

### 1. CALL TO ORDER

### 2. **PUBLIC DISCUSSION**

Anyone wishing to discuss items of interest to the public within the Executive Committee's jurisdiction may do so at this time. Comments shall be limited to five minutes per speaker.

#### 3. ACTION ITEMS

- 3a. Approval of Minutes-Regular Meeting November 15, 2017\*
- 3b. Budget Performance Report-November 30, 2017\*
- 3c. Hermosa Beach Contract and Request for Legacy Discount\*
- 4. **EXECUTIVE DIRECTOR'S REPORT**
- 5. **NEW BUSINESS**

#### 6. CLOSED SESSION

Conference Re: Labor Negotiations Pursuant to Government Code Section 54957.6 (Discussion with Liebert Cassidy Whitmore Re Communications Workers of America)

Conference Re: Labor Negotiations Pursuant to Government Code Section 54957.6 (Discussion with Liebert Cassidy Whitmore ReTeamsters Local 9-1-1)

### 7. ADJOURNMENT

\*Written material attached. \*\*Written material distributed in closed session.

Posting Place: Posting Date/Time: Signature:

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Ralph Mailloux, Executive Director

4440 W. Broadway, Hawthorne, CA 90250 December 13, 2017/2:00 PM

### MINUTES OF A SPECIAL JOINT MEETING OF THE EXECUTIVE COMMITTEE AND THE USER COMMITTEE

### 1. CALL TO ORDER

The Executive Committee and the User Committee convened in a special joint session at 2:10 PM on Tuesday, November 14, 2017, in the second floor conference room of the South Bay Regional Public Communications Authority, 4440 W. Broadway, Hawthorne, CA.

### ROLL CALL

- Present: Acting City Manager Ed Medrano, City of Gardena Acting City Manager Arnie Shadbehr, City of Hawthorne Chief Eve Irvine, Manhattan Beach Police Department Chief Chris Donovan, El Segundo Fire Department Chief Robert Espinosa, Manhattan Beach Fire Department Captain Mike Ishii, Hawthorne Police Department Chief Sharon Papa, Hermosa Beach Police Department Chief Bill Whalen, El Segundo Police Department
- Absent: None.
- Also Present: Executive Director Ralph Mailloux Operations Manager Shannon Kauffman Administration Manager John Krok Finance Manager Valerie Mohler New Finance Manager Scott Arbuckle Management Analyst George Gabriel, City of Manhattan Beach Mr. Carl Jacobson, El Segundo Resident

At this time, Executive Director Mailloux introduced newly-appointed Finance Manager Scott Arbuckle, who was welcomed by those present. Director Mailloux extended invitations to the open house in honor of retiring Finance Manager Valerie Mohler on November 30, 2017, 9:00 AM to 3:00 PM.

# 2. **PUBLIC DISCUSSION**

None.

# 3. ACTION ITEMS

# 3a. Approval of Minutes-Regular Meeting October 17, 2017

**MOTION**: Acting City Manager Medrano moved to approve the minutes of October 17, 2017 as written. The motion was seconded by Acting City Manager Shadbehr and passed by unanimous voice vote.

Regular Joint Meeting of the Executive Committee and the User Committee November 15, 2017

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# 3b. Budget Performance Report-October 31, 2017

Finance Manager Mohler presented the Budget Performance Report as of October 31, 2017 per written material of record, with staff's recommendation to receive and file as written.

**MOTION**: Acting City Manager Medrano moved to receive and file the Budget Performance Report as of October 31, 2017. The motion was seconded by Acting City Manager Shadbehr and passed by unanimous voice vote.

### 3c. Approval of Authority Agreement with Motorola for Purchase of Mobile and Portable Radios for the INSB

Executive Director Mailloux advised that, once the member cities' approved Communication Equipment Purchase and Reimbursement Agreements have been received by the Authority, Authority staff will proceed with the purchase of the mobile and portable radios on behalf of the member and contract cities for the Interoperability Network of the South Bay (INSB) through Motorola. He explained that the \$100,000 discount offered by Motorola will be allocated to the cities according to the amount they committed to the radio purchase.

Acting City Manager Medrano related his support for authorizing the Executive Director to enter into an agreement with Motorola for the purchase of Mobile and Portable radios for the INSB.

**MOTION**: Acting City Manager Shadbehr moved to approve the Executive Director entering into an agreement with Motorola after receiving signed copies of the Communication Equipment Purchase and Reimbursement Agreement from each member city, thereby committing to reimburse the Authority in order to meet Motorola's purchase deadline of December 12, 2017. The motion was seconded by Acting City Manager Shadbehr and passed by unanimous voice vote.

# 4. **EXECUTIVE DIRECTOR'S REPORT**

Executive Director Mailloux reported on the status of the Urban Area Security Initiative 16 (UASI) Grant; the letters of concurrence for the INSB project needed from Gardena, Hawthorne, Manhattan Beach and El Segundo; and the recent meeting between the fire chiefs and Mark 43.

Chief Espinosa stated his opinion that the recent meeting between the fire chiefs and Mark 43 was redundant. He related concerns over Mark 43's efforts as of this time, including that their timelines appear to be aggressive and that the Authority and its cities could be developing the fire computer aided dispatch (CAD) system for Mark 43.

Captain Ishii provided updated information on Mark 43's efforts. He explained that the Mark 43 CAD system was discounted approximately 50% since Mark 43 will be using it elsewhere; shared input on other agencies with which Mark 43 is working; indicated that an effort will be made to ensure that Mark 43 achieves their timelines; and asked to be notified of any future meetings between the fire chiefs and Mark 43.

Regular Joint Meeting of the Executive Committee and the User Committee November 15, 2017

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# 5. **NEW BUSINESS**

None.

# 6. CLOSED SESSION

Per Government Code Section 54957.6, the 2:45 the Executive Committee entered into a closed session to discuss the Executive Director recruitment, the Communications Workers of America, and the Teamsters Local 9-1-1. At 2:49 PM, the meeting returned to open session with no action taken in closed session.

# 7. ADJOURNMENT

At 2:50 PM, the meeting was adjourned.



**TO:** Executive Committee

- **THROUGH:** Ralph Mailloux
- **FROM:** Scott Arbuckle
- DATE: December 18, 2017
- **SUBJECT:** Budget Performance Report/November 30, 2017

# **RECOMMENDATION:**

Receive and file the attached Budget Performance Report for November 30, 2017.

# FISCAL IMPLICATION:

As of this time, expenses are within the budgeted amounts except for a few line accounts that are overdrawn, and will be offset by savings in other accounts by year-end.

# BACKGROUND:

Staff has analyzed the Authority's financial activities for the period ending November 30, 2017. Attachment 1 illustrates the overall revenues and expenses for the period. Attachment 2 shows revenue realized at 58.18% which includes the second quarter assessments. Attachment 3 shows 54.96% of the budget has been expended and/or encumbered.

The summary schedule per Attachment 1 shows that year-to-date (YTD) revenue is approximately \$3.7 million over YTD expenses. This amount is supposed to fund the Authority's activities through the end of the second quarter, including the capital expenses. Overall, expenses for each department are within the budget allocation.

# DISCUSSION:

Based on a 12-month budget cycle, the estimated spending level should be at 41.67% with 58.33% remaining. The level of spending under the Salaries & Benefits category should be at 42.31% (11 payroll periods have been recorded). The level of spending under the Supplies & Services Category depends on when expenses are incurred and paid, while the Capital Outlay category depends on the progress of the project or when the project is completed.

Parts Billing and Reimbursements for Billable Parts accounts are excluded from the analysis as these accounts are supposed to offset each other. Sprint Wireless reimbursable and Reimbursements for Sprint Wireless are also excluded as participating members will be billed for these services along with their 4<sup>th</sup> quarter assessment.

Staff is available to respond if you have any questions.

Attachments:	Attachment 1 – Budget Performance Summary
	Attachment 2 – Revenue Status Report (3 pages)
	Attachment 3 – Expenditure Status Report (6 pages)

# SUMMARY BUDGET PERFORMANCE REPORT

\$ 3,709,399

November 30, 2017

SBRPCA

ACCOUNT DESCRIPTION	1	AMENDED <u>BUDGET</u>	C	CURRENT <u>MONTH</u>		YTD <u>ACTUAL</u>		ENCUM		BALANCE	PERCENT <u>BALANCE</u>
TOTAL REVENUE	\$	17,111,774	\$	1,136,681	\$	9,161,643	\$	-	\$	7,950,131	46.46%
EXPENSE SUMMARY:											
Administration											
Salaries & Benefits	\$	1,146,517		93,615		450,816	\$	-	\$	695,701	60.68%
Supplies/Services/Equipment	\$	803,591	\$	59,055	\$	393,515	\$			410,076	51.03%
Total Expenses - Administration	\$	1,950,108	\$	152,669	\$	844,331	\$	-	\$	1,105,777	56.70%
<u>Operations</u>											
Salaries & Benefits	\$	7,148,964	\$	698,754	\$	2,719,814	\$	-	\$	4,429,150	61.96%
Supplies/Services/Equipment	\$	220,793	\$	12,599	\$	63,333	\$	-		157,460	71.32%
Total Expenses - Operations	\$	7,369,757	\$	711,353	\$	2,783,147	\$	-	\$	4,586,610	62.24%
Technical Services											
Salaries & Benefits	\$	1,018,809	\$	90,608	\$	340,291	\$	-	\$	678,518	66.60%
Supplies/Services/Equipment	\$	774,100	\$	53,433		421,172	\$		,	352,928	45.59%
Total Expenses - Technical Services	\$	1,792,909	\$	144,041	\$	761,463	\$	-	\$	1,031,447	57.53%
Total Operating Expenses	\$	11,112,774	\$	1,008,064	\$	4,388,940	\$	-	\$	6,723,834	60.51%
Capital Outlay	\$	5,296,369	\$	82,858	\$	1,063,304	\$	3,566,685	\$	666,380	12.58%
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<u>GRAND TOTAL</u>	\$	16,409,143	\$	1,090,922	\$	5,452,245	\$	3,566,685	\$	7,390,214	45.04%
RECAP											
Administration	\$	1,950,108	\$	152,669	\$	844,331	\$	-	\$	1,105,777	56.70%
Operations		7,369,757		711,353		2,783,147		-		4,586,610	62.24%
Technical Services		1,792,909		144,041		761,463		-		1,031,447	57.53%
Capital Outlay		5,296,369		82,858		1,063,304		3,566,685		666,380	12.58%
TOTAL EXPENSES	\$	16,409,143	\$	1,090,922	\$	5,452,245	\$	3,566,685		7,390,214	45.04%
Salaries & Benefits	\$	9,314,290	\$	882,978	\$	3,510,921	\$	-	\$	5,803,369	62.31%
Supplies/Services/Equipment		1,798,484		125,086		878,019		-		920,465	51.18%
Capital Outlay		5,296,369		82,858		1,063,304		3,566,685		666,380	12.58%
TOTAL EXPENSES	\$	16,409,143	\$	1,090,922	\$	5,452,245	\$	3,566,685	\$	7,390,214	45.04%

YTD REVENUES OVER YTD EXPENSES

Differences due to rounding.

# Attachment 1

### revstat.rpt 12/09/2017 10:43AM Periods: 5 through 5

# **Revenue Status Report**

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### South Bay Regional PCA 11/1/2017 through 11/30/2017

Account Nur	mber	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
10-50	Administration					
10-50-111	Administration					
10-50-111-4110	Gardena	2,391,301.00	0.00	1,434,780.60	956,520.40	60.00
10-50-111-4120	Hawthorne	3,359,598.00	0.00	2,015,758.80	1,343,839.20	60.00
10-50-111-4130	Manhattan Beach	1,703,280.00	0.00	1,021,968.00	681,312.00	60.00
10-50-111-4140	Hermosa Beach	700,072.00	0.00	350,036.00	350,036.00	50.00
10-50-111-4145	El Segundo	1,294,928.00	0.00	647,464.00	647,464.00	50.00
10-50-111-4146	Culver City Assessment	2,360,551.00	0.00	1,180,275.50	1,180,275.50	50.00
10-50-111-4150	El Camino Community College	893.00	0.00	789.60	103.40	88.42
10-50-111-4152	Medical Director Services/Hermosa Beach	25,000.00	0.00	12,500.00	12,500.00	50.00
10-50-111-4153	Medical Director Service/Manhattan Beach	25,000.00	0.00	26,250.00	-1,250.00	105.00
10-50-111-4154	Medical Director Services/El Segundo	25,000.00	0.00	26,250.00	-1,250.00	105.00
10-50-111-4210	Investment Earnings (LAIF)	15,000.00	0.00	9,584.28	5,415.72	63.90
10-50-111-4220	POST Reimbursements	600.00	0.00	0.00	600.00	0.00
10-50-111-4255	Unrealized Gain/Loss on Investments	0.00	0.00	1,894.50	-1,894.50	0.00
10-50-111-4430	Other Miscellaneous Revenue	2,500.00	87.45	370.22	2,129.78	14.81
Total Ad	Iministration	11,903,723.00	87.45	6,727,921.50	5,175,801.50	56.52
10-60	Operations					
10-60-211	Communications Center					
10-60-211-4215	DUI Reimbursement-Overtime	2,000.00	0.00	412.28	1,587.72	20.61
10-60-211-4435	Reimbursements Sprint Wireless	82,176.00	0.00	0.00	82,176.00	0.00
10-60-211-4435	Reimbursements Sprint Wireless	82,176.00	0.00	0.00	82,176.00	

Account Number	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
10-60-211-4440 Reimbursements/Verizon Wireless	8,465.00	0.00	0.00	8,465.00	0.00
Total Operations	92,641.00	0.00	412.28	92,228.72	0.45
10-70 Technical Services					
10-70-311 Technical Services					
10-70-311-4360 Reimbursements for Billable Parts	75,000.00	22,004.51	318,720.55	-243,720.55	424.96
10-70-311-4370 Reimbursements for GST Software	40,410.00	0.00	0.00	40,410.00	0.00
Total Technical Services	115,410.00	22,004.51	318,720.55	-203,310.55	276.16
Total SBRPCA Enterprise Fund	12,111,774.00	22,091.96	7,047,054.33	5,064,719.67	58.18

revstat.rpt 12/09/2017 10:43AM Periods: 5 through 5

## South Bay Regional PCA 11/1/2017 through 11/30/2017

20 Grant Fund

Account N	lumber	Adjusted Estimate	Revenues	Year-to-date Revenues	Balance	Prct Rcvd
20-80	Capital Infrastructure Projects					
20-80-433	2016 UASI Grant					
20-80-433-42	70 Grant Reimb/P25 Comm Repeater Migration	5,000,000.00	1,114,589.00	2,114,589.00	2,885,411.00	42.29
Total	Grant Fund	5,000,000.00	1,114,589.00	2,114,589.00	2,885,411.00	42.29
	Grand Total	17,111,774.00	1,136,680.96	9,161,643.33	7,950,130.67	53.54

### expstat.rpt 12/09/2017 10:50AM Periods: 5 through 5

## Expenditure Status Report

Page: 1

### South Bay Regional PCA 11/1/2017 through 11/30/2017

Account I	Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
50	Administration						
50-100	Administration						
50-100-5000	Expenditures						
50-111-5101	Salaries (Full-Time)	840,147.00	70,749.66	323,284.89	0.00	516,862.11	38.48
50-111-5104	Acting Pay	1,000.00	0.00	0.00	0.00	1,000.00	0.00
50-111-5107	Merit Pay	2,800.00	1,900.00	1,900.00	0.00	900.00	67.86
50-111-5108	Sick Leave Payoff	25,000.00	0.00	12,439.36	0.00	12,560.64	49.76
50-111-5109	Vacation Leave Payoff	40,000.00	0.00	16,410.73	0.00	23,589.27	41.03
50-111-5201	Medical Insurance	63,281.00	6,343.72	27,314.82	0.00	35,966.18	43.16
50-111-5202	Dental Insurance	2,719.00	269.00	1,345.00	0.00	1,374.00	49.47
50-111-5203	Vision Insurance	1,255.00	103.50	517.50	0.00	737.50	41.24
50-111-5204	Life Insurance	660.00	77.00	297.00	0.00	363.00	45.00
50-111-5205	Medicare	13,548.00	1,101.26	5,291.61	0.00	8,256.39	39.06
50-111-5207	Workers' Compensation	10,150.00	726.52	3,957.06	0.00	6,192.94	38.99
50-111-5208	PERS Contributions	122,719.00	10,291.86	48,397.12	0.00	74,321.88	39.44
50-111-5209	Retirees' Medical Insurance	14,238.00	1,152.24	5,761.20	0.00	8,476.80	40.46
50-111-5212	Deferred Comp Matching Benefit	9,000.00	900.00	3,900.00	0.00	5,100.00	43.33
50-111-5301	Communications Contract Services	31,000.00	1,904.38	9,517.52	0.00	21,482.48	30.70
50-111-5302	Computer Contract Services/CAD-Tiburon	60,000.00	0.00	270.00	0.00	59,730.00	0.45
50-111-5304	Accounting/Auditing Services	14,000.00	0.00	11,250.00	0.00	2,750.00	80.36
50-111-5305	Legal Services	22,000.00	70.00	4,666.10	0.00	17,333.90	21.21
50-111-5306	Recruitment Costs	35,333.00	10,193.60	22,817.10	0.00	12,515.90	64.58
50-111-5307	Software Maintenance Services	45,298.00	12,511.91	41,944.35	0.00	3,353.65	92.60
50-111-5308	Banking Services (Fees)	6,500.00	440.63	1,843.65	0.00	4,656.35	28.36
50-111-5309	Online/Website Maintenance Services	3,500.00	225.00	1,385.00	0.00	2,115.00	39.57
50-111-5312	Medical Director Services/Paramedics	75,000.00	6,250.00	31,250.00	0.00	43,750.00	41.67
50-111-5401	Memberships & Dues	810.00	0.00	0.00	0.00	810.00	0.00
50-111-5402	Publications	350.00	0.00	0.00	0.00	350.00	0.00
50-111-5403	Conferences, Meetings & Travel	15,000.00	1,238.86	10,180.36	0.00	4,819.64	67.87
50-111-5404	Employee Services/EC-BOD	1,500.00	176.88	228.11	0.00	1,271.89	15.21

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
50-111-5407 Tuition Reimbursement	4,000.00	0.00	0.00	0.00	4,000.00	0.00
50-111-5501 Office Supplies	9,000.00	382.41	1,588.95	0.00	7,411.05	17.66
50-111-5502 Miscellaneous Supplies	1,100.00	0.00	0.00	0.00	1,100.00	0.00
50-111-5505 Voice Recording Tapes	1,500.00	0.00	0.00	0.00	1,500.00	0.00
50-111-5507 Postage	2,000.00	64.88	438.69	0.00	1,561.31	21.93
50-111-5509 Reproduction	1,500.00	0.00	0.00	0.00	1,500.00	0.00
50-111-5511 Office Equipment Lease	15,000.00	1,410.02	5,404.57	0.00	9,595.43	36.03
50-111-5513 General Liability Insurance Premium	170,600.00	0.00	148,586.30	0.00	22,013.70	87.10
50-111-5517 Vehicle Operations	2,000.00	65.95	128.79	0.00	1,871.21	6.44
50-111-5601 Telephone - Administration	12,000.00	1,264.54	5,846.17	0.00	6,153.83	48.72
50-111-5701 Maintenance - HQ	144,800.00	14,636.82	51,517.30	0.00	93,282.70	35.58
50-111-5702 Maintenance - Other Sites	6,500.00	0.00	0.00	0.00	6,500.00	0.00
50-111-5703 Electricity - HQ	97,000.00	6,604.33	34,651.85	0.00	62,348.15	35.72
50-111-5704 Electricity - Grandview	1,800.00	150.91	718.30	0.00	1,081.70	39.91
50-111-5705 Electricity - Punta Place	6,000.00	442.51	2,540.75	0.00	3,459.25	42.35
50-111-5706 Gas - HQ	12,000.00	536.65	1,956.60	0.00	10,043.40	16.31
50-111-5707 Water - HQ	3,500.00	299.50	1,551.81	0.00	1,948.19	44.34
50-111-5715 Electricity-MB Water Tower	3,000.00	184.78	811.19	0.00	2,188.81	27.04
50-111-5820 Other Equipment	0.00	0.00	2,421.15	0.00	-2,421.15	0.00
Total Administration	1,950,108.00	152,669.32	844,330.90	0.00	1,105,777.10	43.30
60 Operations						
60-200 Operations						
60-200-5000 Expenditures						
60-211-5101 Salaries (Full-Time)	4,680,891.00	286,985.48	1,479,544.07	0.00	3,201,346.93	31.61
60-211-5102 Salaries (Part-Time)	224,268.00	5,187.75	29,121.29	0.00	195,146.71	12.99
60-211-5103 Overtime	350,000.00	96,326.22	424,675.63	0.00	-74,675.63	121.34
60-211-5104 Acting Pay	7,500.00	0.00	36.40	0.00	7,463.60	0.49
60-211-5105 Bilingual Pay	7,200.00	700.00	2,800.00	0.00	4,400.00	38.89
60-211-5108 Sick Leave Payoff	100,000.00	92,695.77	92,695.77	0.00	7,304.23	92.70
60-211-5109 Vacation Leave Payoff	30,000.00	30,347.85	31,421.76	0.00	-1,421.76	104.74
60-211-5110 Training Pay	5,000.00	395.85	1,973.21	0.00	3,026.79	39.46

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
60-211-5114 Holiday Payoff	45,000.00	68,024.66	68,024.66	0.00	-23,024.66	151.17
60-211-5115 Education Incentive Pay	84,498.00	6,902.56	34,019.75	0.00	50,478.25	40.26
60-211-5116 Overtime - Ridealongs with Member Cities	16,500.00	0.00	0.00	0.00	16,500.00	0.00
60-211-5201 Medical Insurance	601,750.00	40,992.44	210,783.93	0.00	390,966.07	35.03
60-211-5202 Dental Insurance	47,570.00	1,944.00	9,881.00	0.00	37,689.00	20.77
60-211-5203 Vision Insurance	17,521.00	1,024.00	5,175.00	0.00	12,346.00	29.54
60-211-5204 Life Insurance	7,656.00	506.00	2,549.93	0.00	5,106.07	33.31
60-211-5205 Medicare	80,662.00	8,535.71	31,670.73	0.00	48,991.27	39.26
60-211-5206 Unemployment Insurance	15,000.00	319.00	319.00	0.00	14,681.00	2.13
60-211-5207 Workers' Compensation	59,500.00	4,258.93	23,196.64	0.00	36,303.36	38.99
60-211-5208 PERS Contributions	704,411.00	48,942.44	248,509.25	0.00	455,901.75	35.28
60-211-5209 Retirees' Medical Insurance	59,402.00	4,638.31	23,191.55	0.00	36,210.45	39.04
60-211-5211 Social Security	4,635.00	27.37	224.69	0.00	4,410.31	4.85
60-211-5401 Memberships & Dues	190.00	0.00	0.00	0.00	190.00	0.00
60-211-5402 Publications	2,210.00	49.70	177.85	0.00	2,032.15	8.05
60-211-5403 Conferences, Meetings & Travel	31,752.00	903.00	6,518.69	0.00	25,233.31	20.53
60-211-5404 Employee Services/EC-BOD	2,500.00	140.90	490.90	0.00	2,009.10	19.64
60-211-5405 Employee Awards	500.00	0.00	0.00	0.00	500.00	0.00
60-211-5406 POST Training	2,000.00	0.00	0.00	0.00	2,000.00	0.00
60-211-5407 Tuition Reimbursement	18,000.00	0.00	3,159.00	0.00	14,841.00	17.55
60-211-5506 Uniforms/Safety Equipment	8,000.00	-175.98	557.29	0.00	7,442.71	6.97
60-211-5509 Reproduction	500.00	0.00	353.21	0.00	146.79	70.64
60-211-5603 Telephone - El Segundo	3,000.00	189.86	849.55	0.00	2,150.45	28.32
60-211-5604 Telephone - Gardena	5,000.00	112.00	1,784.00	0.00	3,216.00	35.68
60-211-5606 Telephone - Hawthorne	6,500.00	345.78	1,621.78	0.00	4,878.22	24.95
60-211-5607 Telephone - Hermosa Beach	17,000.00	1,889.30	9,435.69	0.00	7,564.31	55.50
60-211-5608 Telephone - Manhattan Beach	13,000.00	211.13	1,652.43	0.00	11,347.57	12.71
60-211-5611 Telephone - Punta Place	10,000.00	313.54	1,566.44	0.00	8,433.56	15.66
60-211-5612 Telephone - RCC	10,000.00	888.98	3,920.27	0.00	6,079.73	39.20
60-211-5613 Sprint Wireless Reimbursable	82,176.00	6,771.51	27,086.25	0.00	55,089.75	32.96
60-211-5614 Verizon Wireless Reimbursable	8,465.00	863.83	3,403.88	0.00	5,061.12	40.21
60-211-5615 Telephone - Culver City	0.00	95.36	755.52	0.00	-755.52	0.00
Total Operations	7,369,757.00	711,353.25	2,783,147.01	0.00	4,586,609.99	37.76

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
70 Technical Services						
70-300 Technical Services						
70-300-5000 Expenditures						
70-311-5101 Salaries (Full-Time)	647,540.00	38,139.18	190,642.06	0.00	456,897.94	29.44
70-311-5103 Overtime	13,500.00	0.00	498.64	0.00	13,001.36	3.69
70-311-5106 Callback Pay	2,500.00	0.00	0.00	0.00	2,500.00	0.00
70-311-5107 Merit Pay	1,300.00	750.00	1,250.00	0.00	50.00	96.15
70-311-5108 Sick Leave Payoff	15,000.00	15,027.84	15,027.84	0.00	-27.84	100.19
70-311-5109 Vacation Leave Payoff	25,000.00	4,377.91	4,377.91	0.00	20,622.09	17.51
70-311-5114 Holiday Payoff	12,000.00	8,884.01	8,884.01	0.00	3,115.99	74.03
70-311-5115 Education Incentive Pay	0.00	287.16	1,292.22	0.00	-1,292.22	0.00
70-311-5201 Medical Insurance	71,814.00	5,448.19	28,392.52	0.00	43,421.48	39.54
70-311-5202 Dental Insurance	6,426.00	183.00	948.00	0.00	5,478.00	14.75
70-311-5203 Vision Insurance	2,812.00	125.75	649.50	0.00	2,162.50	23.10
70-311-5204 Life Insurance	924.00	66.00	341.00	0.00	583.00	36.90
70-311-5205 Medicare	11,081.00	1,005.47	3,340.60	0.00	7,740.40	30.15
70-311-5207 Workers' Compensation	105,350.00	7,540.80	41,071.64	0.00	64,278.36	38.99
70-311-5208 PERS Contributions	73,690.00	6,244.05	30,954.96	0.00	42,735.04	42.01
70-311-5209 Retirees' Medical Insurance	29,872.00	2,529.10	12,619.76	0.00	17,252.24	42.25
70-311-5302 Computer Contract Services/CAD-Tiburon	285,000.00	0.00	0.00	0.00	285,000.00	0.00
70-311-5311 GST Software Reimbursable	42,950.00	0.00	38,010.00	0.00	4,940.00	88.50
70-311-5403 Conferences, Meetings & Travel	2,650.00	0.00	0.00	0.00	2,650.00	0.00
70-311-5503 General Technical Supplies	7,500.00	0.00	1,911.62	0.00	5,588.38	25.49
70-311-5506 Uniforms/Safety Equipment	2,500.00	0.00	0.00	0.00	2,500.00	0.00
70-311-5514 Parts - Billing	75,000.00	36,770.85	290,242.94	0.00	-215,242.94	386.99
70-311-5515 Parts - Telecommunications	20,000.00	74.57	5,047.27	0.00	14,952.73	25.24
70-311-5516 Install Wire, Loom & Hardware	16,000.00	1,388.78	9,809.60	0.00	6,190.40	61.31
70-311-5517 Vehicle Operations	4,500.00	198.37	1,150.41	0.00	3,349.59	25.56
70-311-5520 Equipment Repair	18,000.00	0.00	0.00	0.00	18,000.00	0.00
70-311-5521 Outside Technical Serv-Towers & Equip	300,000.00	15,000.00	75,000.00	0.00	225,000.00	25.00
Total Technical Services	1,792,909.00	144,041.03	761,462.50	0.00	1,031,446.50	42.47

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
80 Capital Infrastructure Projects						
80-400 CIP						
80-400-5000 Expenditures						
80-435-5901 CIP Exp-Hawthorne Allocation	58,454.00	58,454.00	58,454.00	0.00	0.00	100.00
80-436-5901 CIP Exp-MB Allocation	60,253.00	10,781.37	10,781.37	0.00	49,471.63	17.89
80-446-5901 CIP Exp-Interoperability Radio Sys Proj	13,338.00	0.00	0.00	0.00	13,338.00	0.00
80-449-5901 Backup Stand Alone Radio System-Comm Ctr	52,824.00	13,622.84	43,547.83	0.00	9,276.17	82.44
80-452-5901 Replace Cisco Switches	35,000.00	0.00	0.00	0.00	35,000.00	0.00
80-453-5901 ESChat System and Maintenance	76,500.00	0.00	58,849.74	0.00	17,650.26	76.93
Total Expenditures	296,369.00	82,858.21	171,632.94	0.00	124,736.06	57.91
Total CIP	296,369.00	82,858.21	171,632.94	0.00	124,736.06	57.91
Total Capital Infrastructure Projects	296,369.00	82,858.21	171,632.94	0.00	124,736.06	57.91
Total SBRPCA Enterprise Fund	11,409,143.00	1,090,921.81	4,560,573.35	0.00	6,848,569.65	39.97

20 Grant Fund

Account Number		Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
80 Capital Infrastruct	ure Projects						
80-400 CIP							
80-400-5000 Expenditures							
80-433-5901 UASI Grant P25 <b>Total</b> Grant Fund	Comm Repeater Migration	5,000,000.00 5,000,000.00	0.00 0.00	891,671.20 891,671.20	3,566,684.80 3,566,684.80	541,644.00 541,644.00	89.17 89.17
Grand	Total	16,409,143.00	1,090,921.81	5,452,244.55	3,566,684.80	7,390,213.65	54.96



то:	Executive Committee
FROM:	Ralph Mailloux
DATE:	December 12, 2017
SUBJECT:	Hermosa Beach Contract and Request for Legacy Status

# RECOMMENDATION

That the Executive Committee discuss and provide direction.

# BACKGROUND:

The Authority has provided the City of Hermosa Beach 9-1-1 emergency communications services as a client agency on a year-to-year basis for the past eight years. After establishing a new contract methodology for client agencies, the Executive Committee directed the Executive Director to develop a new contract for services with Hermosa Beach that would adjust the current Hermosa Beach assessment to a new amount based on the updated contract for services methodology. The current Hermosa Beach assessment is \$700,072. The updated cost for services with the new methodology is \$1,094,259, an increase of \$394,187. After discussions between Hermosa Beach representatives and the Executive Committee, the Executive Committee recommended that the increase in Hermosa Beach's assessment be amortized over a five-year period commencing in the 2018-2019 budget year and ending in the 2022-2023 budget year. Each annual increase would be \$78,837.40. Additionally, the annual fee will be adjusted by the average of the previous three years' budget percentage increase not to exceed 5% and not less than 0% plus the previous calendar year consumer price index for Los Angeles County and surrounding areas, not to be less than 0% with no cap.

# DISCUSSION

On December 11, 2017 the Authority received a written request dated December 6, 2017 from Hermosa Beach City Manager Sergio Gonzalez (attached) requesting that, as a long-standing partner, Hermosa Beach be given a legacy status with a discounted rate of 10% of the proposed contract amount.

### CONCLUSION

That the Executive Committee discuss and make a recommendation.

REM:ww Attachment(s): Hermosa Beach Contract Commencing July 1, 2018 Letter from Hermosa Beach Dated December 6, 2017

# AGREEMENT FOR EMERGENCY POLICE DISPATCH SERVICES

THIS AGREEMENT FOR EMERGENCY POLICE DISPATCH SERVICES ("Agreement") is entered into as of the date set forth below by and between the City of Hermosa Beach, a general law city ("City") and the South Bay Regional Public Communications Authority, a joint powers authority ("Authority").

# RECITALS

- A. City desires that the Authority provide dispatch services to its police department.
- B. Authority represents that it possesses the requisite expertise, equipment, personnel and qualifications to provide such services to City.
- C. By this Agreement, the parties desire to set forth the terms and conditions under which the services are to be provided to City.

NOW, THEREFORE, in consideration of the foregoing, and the promises and covenants hereinafter set forth, the parties agree as follows:

- 1. <u>Term of Agreement</u>. The initial term of this Agreement shall be for a period of Ten (10) years commencing July 1, 2018, and expiring on June 30, 2028. Thereafter, the parties may mutually agree to renew this Agreement for additional designated periods by amendment to the Agreement. City shall give written notice of its desire to terminate the Agreement on or before the 60<sup>th</sup> day before the anniversary/renewal date. Authority may terminate this Agreement at the end of the initial 10-year term or thereafter, by giving City written notice one (1) year in advance of its intent to terminate.
- 2. Frequency Sharing.
  - a. <u>Authority Channels.</u> Subject to and in conformance with Section 90.421 and 90.421(a) of the rules and regulations Federal Communications Commission (FCC) and any such successor rules and regulations, and for as long as this Agreement is in effect, Authority shall permit the City to use in the City's mobile and portable transmitter units all radio frequency assignments that are licensed to Authority and its members and not licensed to City (the "Authority Channels") for the City's use in connection with emergency police communications services provided by Authority.
  - b. <u>City Channels</u>. City will continue to maintain in its own name FCC authorizations covering the use of its frequency assignments (the "City Channels") in the mobile, portable transmitter units, and/or City Site Transmitters licensed by the FCC for use by City for Hermosa Beach emergency police communications. The City hereby designates, pursuant to and in conformance with, Section 90.463(a) of the FCC's

rules and any successor regulations, the Authority as its agent to control the City Site Transmitters.

- c. <u>Rights to City Channels Upon Termination</u>. City and Authority agree that, upon termination of this agreement: (i) any and all rights to the City Channels vest exclusively in City; (ii) Authority expressly waives any claims or rights to the City Channels; (iii) Authority must promptly modify any FCC authorizations it holds and cause its members to modify any FCC authorizations they hold to delete authority permitting the use of the City Channels by Authority or its members; (iv) at the City's request, Authority must promptly modify any equipment it operates and cause its members to modify any equipment they operate to remove the ability of that equipment to use the City Channels; and (v) Authority shall promptly modify its dispatch console and related equipment so that it is no longer capable of controlling the City Site Transmitters.
- d. <u>Rights to Authority Channels Upon Termination.</u> City and Authority further agree that, upon termination of this agreement: (i) any and all rights to the Authority Channels shall vest exclusively in Authority; (ii) City expressly waives any claims or rights to the Authority Channels; (iii) City must promptly modify any FCC authorizations it holds to delete authority permitting use of the Authority Channels by City; and (iv) at the Authority's request, the City must promptly modify any equipment it operates to remove the ability of that equipment to use the Authority Channels.

# 3. Dispatch Services.

- a. For the first year of this contract, the Authority shall provide City with emergency police dispatch services, utilizing their own main frequency, on a 24 hour, 3 days per week basis utilizing Authority's dispatch and control station transmitter facilities located in the City of Hawthorne. On all other days, the City will share a dispatcher and frequency with the City of Manhattan Beach police department. On July 1, 2019, an additional two (2), 24-hour days will be added to the service level by the Authority and on July 1, 2020 an additional two (2), 24-hour days will be added to the service level by the Authority. The City's parking and animal control units will also be assigned to the City's main dispatch frequency during these additional days. Authority shall establish a separate dispatch console for providing dispatch services to City's Police Department on these days.
- b. The Authority shall to the extent permitted by the FCC rules, provide access to and share its radio telecommunications infrastructure and facilities with City in connection with emergency police dispatch services provided by Authority to City.
- 4. <u>Equipment Installation, Maintenance & Repair Services of Mobile and Portable</u> <u>Equipment</u>. Equipment installation, maintenance and repair services apply to current and future emergency lighting, sirens, mobile data computers (MDC), mobile and portable radio equipment, audio/video equipment (collectively "emergency

equipment") used in vehicles' of City Police Department. Authority shall install and maintain emergency equipment. City shall bear the cost of purchasing new or replacement lights, sirens and Authority-installed emergency equipment, including mobile and portable radios. When possible, the repairs required of the mobile and portable radios and MDCs will be done by Authority staff. However, repairs exceeding the capabilities of Authority staff will be sent to an outside vendor for an estimate of charges and after obtaining City's approval of such estimate, the Authority may authorize the repair of such equipment, the costs of which shall be, billed by Authority back to City. As a result of Police Task Force action, the Authority's Technical Department maintains specific types of mobile radios, portable radios and MDCs. For standardization purposes, City will be provided specifications for Authority-recognized equipment. If City requests in writing that Authority purchase equipment, material, apparatus and parts specifically and solely intended for installation and or maintenance of City's equipment under this Section, City will be billed separately by Authority for the cost of such purchases.

5. <u>Consideration for Services</u>. In consideration for the dispatch services provided by Authority to City in this agreement, City shall pay to Authority the fees described in this Section.

Commencing July 1, 2018, the annual fee for services is \$1,094,259 (One Million, Ninety Four Thousand, Two Hundred and Fifty Nine Dollars). The amount of the increase from the previous assessment of \$700,072 is \$394,187 and will be distributed over a five (5) year period at (\$78,837.40 each year). The annual fee will be adjusted as per 5a below and added to each year's assessment.

2018/2019 • Previous Assessment (\$700,072) + Plus 1/5<sup>th</sup> of increase (\$78,837.40) = \$778,909.40 + Adjusted per 5a

2019/2020 • 2018/2019 Assessment + Plus  $1/5^{\text{th}}$  of increase (\$78,837.40) + Adjusted per 5a

2020/2021  $\bullet$  2019/2020 Assessment + Plus 1/5th of increase (\$78,837.40) + Adjusted per 5a

2021/2022  $\bullet$  2020/2021 Assessment + Plus 1/5th of increase (\$78,837.40) + Adjusted per 5a

2022/2023  $\bullet$  2021/2022 Assessment + Plus 1/5th of increase (\$78,837.40) + Adjusted per 5a

a. The annual fee shall be adjusted by the average of the previous three years' budget percentage, not to exceed five percent and not less than zero percent; and, additionally, the previous calendar year CPIU for Los Angeles County and surrounding areas, not to be less than zero percent with no cap.

- b. Authority shall notify City by March 1 of each year this Agreement is in effect of the adjustment for the ensuing year.
- c. Unless City elects to make payment in monthly installments, the annual fee for services to be paid to Authority by City shall be paid in four equal installments.
- d. At City's election, Authority shall furnish City quarterly invoices for emergency police dispatch services, at least thirty (30) days before the due date of installment payments. A one percent (1%) penalty shall attach to service payments received by Authority's Treasurer one to seven days late, and a two and a half percent (2.5%) penalty shall attach to service payments received by Authority's Treasurer and which are more than seven days late.
- e. <u>Maintenance of City Communications Sites</u>: Authority is not responsible for maintenance of the equipment located at the City Sites.
- 6. <u>Nature of Agreement</u>. This Agreement shall not convey to City any duties, obligations, responsibilities or privileges of membership in Authority; City is contracting for service only. Authority and City agree that this Agreement shall not confer on City any rights to the assets of Authority.
- 7. Dispute Resolution. City and Authority shall attempt to settle any claim, dispute or controversy arising from this Agreement through consultation and negotiation in good faith and in a spirit of mutual cooperation. If those attempts fail, the dispute shall be mediated by a mediator chosen jointly by City and Authority within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and City and Authority shall share the cost of the mediation equally. The parties may agree to engage in some other form of non-binding alternate dispute resolution ("ADR") procedure in lieu of mediation. Any dispute that cannot be resolved between the parties through negotiation or mediation within two months after the date of the initial demand for non-binding mediation may then be submitted to a court of competent jurisdiction in the County of Los Angeles, California. If a lawsuit is necessary to resolve any dispute arising out of any of the provisions of this agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees and costs of suit as adjudicated and determined by the Court.
- 8. <u>Indemnification</u>.
  - a. City agrees to indemnify, hold harmless and defend Authority and all its successors and assignees, and its officers, directors agents and employees from any and all claims, demands, loss, damages, actions, causes of action, suits, expenses and or liability whatsoever, including attorney's fees and costs of suit, arising from or

occasioned by any act, omission or negligence of the City of Hermosa Beach or its agents, officers, servants or employees, in the performance of this Agreement.

- b. Authority agrees to indemnify, hold harmless and defend City and all its successors and assignees, and its officers, directors agents and employees from any and all claims, demands, loss, damages, actions, causes of action, suits, expenses and or liability whatsoever, including attorney's fees and costs of suit, arising from or occasioned by any act, omission or negligence of Authority or its agents, officers, servants or employees, in the performance of this Agreement.
- 9. Insurance. The Authority shall submit to the City duly executed certificates of insurance for the following:
  - a. An occurrence based Commercial General Liability ("CGL") policy, at least as broad as Form No. RSG 51039 0814, in the minimum amount of Five Million Dollars (\$5,000,000) each occurrence, with not less than Five Million Dollars (\$5,000,000) in annual aggregate coverage. Excess insurance may be used to satisfy this requirement. The CGL Policy shall satisfy the following requirements:
    - i. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy;
    - ii. The policy shall provide \$1,000,000 combined single limit coverage for owned, hired and non-owned automobile liability;
    - iii. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law, Authority's obligation to indemnify the Indemnitees as required under Paragraph 9 of this agreement;
  - b. Professional/Negligent Acts, Errors and Omissions Insurance in the minimum amount of One Million Dollars (\$1,000,000) per claim.
  - c. Workers' Compensation limits as required by the Labor Code of the State of California with Employers' Liability limits of One Million Dollars (\$1,000,000.00) per accident,
- 10. <u>Governing Law</u>. The rights and obligations of the parties hereunder shall be governed by, construed and enforced in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be the Los Angeles Superior Court or appropriate federal district court for the Central District of California.
- 11. <u>Entire Agreement</u>. This Agreement contains the full and entire agreement between and among the parties with respect to the entire subject matter hereof and supersedes any and all previous or contemporaneous agreements and discussions, whether written or

oral. Any and all prior or contemporaneous discussions, negotiations, writings, commitments and/or undertakings are merged herein, and no representations by any party not embodied herein shall be valid or binding.

- 12. <u>Amendments to Agreement</u>. This Agreement may be amended only by a subsequent agreement in writing signed by all parties to this Agreement.
- 13. <u>Severability</u>. The invalidity in whole or in party of any provision of this Agreement shall not void or affect the validity of any other of the provisions of this Agreement.
- 14. <u>Counterparts</u>. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; however, all such counterparts shall constitute but one and the same instrument with the effective date hereof being the date set forth below herein.
- 15. <u>Authority to Execute</u>. Each person signing this Agreement warrants and represents that, to the extent he or she is executing this Agreement for and on behalf of an entity, he or she has been fully empowered and properly authorized to execute this Agreement for and behalf of said entity, and instructed by those having the requisite authority to cause said entity to make and enter into this Agreement.
- 16. <u>Notices</u>. Notices shall be given pursuant to this Agreement by personal service on the party to be notified, or by written notice upon such party sent by certified mail of the United States Postal Service, with a copy via First Class Mail, addressed as follows:
  - CITY: Attention: City Clerk City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA. 90254 CC to: City Attorney City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA. 90254
  - AUTHORITY: Attention: Executive Director South Bay Regional Public Communications Authority 4440 West Broadway, Hawthorne, CA. 90250

The notices shall be deemed to have been given as of the date of personal service, or three days after deposit of the same in the custody of the United States Postal Service. City agrees to provide any required notice to Authority at or addressed to any new headquarters/facility that Authority may move to, upon the City being advised of Authority's new address. Authority agrees to provide any required notice to City at or addressed to any new headquarters/facility that City may move to, upon the Authority being advised of City's new address.

- 17. <u>Default</u>. In the event of default by either party hereto, upon written notice by the nondefaulting party, the defaulting party shall have 30 days to cure any default hereunder unless such relates to the provision of emergency services, in which event the defaulting party shall be required to cure a default as soon as is practicable. Failure to cure a default as required by this section shall constitute a material breach of this Agreement and grounds for immediate termination for cause.
- 18. <u>Joint Drafting</u>. Should a dispute arise respecting this Agreement, the Agreement shall be interpreted as though it were jointly drafted by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement entered into this \_\_\_\_\_\_, 2018.

CITY OF HERMOSA BEACH

SOUTH BAY REGIONAL PUBLIC COMMUNICATIONS AUTHORITY

Sergio Gonzalez, City Manager

RALPH MAILLOUX, Executive Director

# APPROVED AS TO CONTENT:

By: \_\_\_

Sharon Papa Chief of Police

APPROVED AS TO CONTENT:

APPROVED AS TO FORM: ??, City Attorney

APPROVED AS TO FORM:

By:

PETER WALIN Legal Counsel for Authority

By: \_\_\_\_\_

??

Sr. Deputy City Attorney





Civic Center, 1315 Valley Drive, Hermosa Beach, CA 90254-3885

December 6, 2017

Executive Committee c/o Ralph Mailloux South Bay Regional Public Communications Authority 4440 West Broadway Hawthorne, CA 90250

Re: Agreement for Emergency Police Dispatch Services

Dear Executive Committee,

Thank you for drafting an Agreement for Emergency Police Dispatch Services allowing the City of Hermosa Beach to slowly ramp up to the increased rate recently established as a result of a newly added municipal agency. We appreciate our longstanding working relationship and are proud to have been one of the first agencies involved in the establishment of the Authority. We believe our early participation significantly contributed to the success of the regional approach to providing emergency communication services in the South Bay and has allowed the Authority to enjoy continued success over the years. As such, we respectfully ask that you consider granting us "legacy" status as a longstanding partner and positive contributor to the Authority and establish a discounted rate (10%) in acknowledgement of that longstanding relationship. We have been actively engaged in meetings, budget reviews, presentations, and most recently, an active participant in the selection of our new vendor, Mark 43. We will continue to be fully engaged in the years ahead and hope that you will give serious consideration to recognizing us as a longstanding partner that has been loyal for many years, and has contributed to the overall growth and success of the Authority.

Sincerely,

Sergio Gonzalez, City Manager