



RGS EXECUTIVE COMMITTEE AGENDA

Agenda materials may be viewed on the Agency's web site or by contacting the Executive Director prior to the meeting.

REGULAR MEETING

May 17, 2012

1:15 p.m.

Walnut Creek Downtown Library

Las Trampas Conference Room, 2nd Fl.

1644 N. Broadway

Walnut Creek, CA 94596

1. CALL TO ORDER

2. CHANGES TO THE ORDER OF AGENDA

3. APPROVAL OF CONSENT AGENDA

Consent agenda items are considered to be routine and will be enacted by one motion. There will be no separate discussion on these items unless members of the Executive Committee, staff or public request specific items to be removed for separate action.

- A. Approval of **January 12th 2012** Minutes
- B. Approval of management services agreement with City of Menlo Park
- C. Approval of management services agreement with City of Millbrae
- D. Approval to provide client services for the Town of Corte Madera
- E. Approval of management services agreement with City of Marina
- F. Approval to provide client services for the City of La Canada Flintridge
- G. Approval to provide client services for the City of Cotati

Action

4. TREASURER'S REPORT

- A. Review of Month-End Financial Reports through February 2012
- B. Approval of Payments and Deposits made December 2011 through February 2012
- C. Approval of Investments Report through April 2012

Information

Action

Action

5. OLD BUSINESS

- A. Approval of Cooperation Agreement Utilization Plan to Reduce Duplication
- B. Approve Member Training Policy

Action

Action

6. NEW BUSINESS

- A. Review Client Report
- B. Regularly Scheduled Meetings Calendar

Discussion

Discussion

7. PUBLIC COMMENT

Each speaker is limited to two minutes. If you are addressing the Executive Committee (EC) on a non-agenda item, the EC may briefly respond to statements made or questions posed as allowed by the Brown Act (Government Code Section 54954.2). However, the EC's general policy is to refer items to staff for attention, or have a matter placed on a future EC agenda for a more comprehensive action or report.

8. NEXT MEETING: **August 16th 1:15 p.m. at a location TBD.**

Americans with Disabilities Act

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Richard Averett at (650) 587-7301. Notification in advance of the meeting will enable Agency to make reasonable arrangements to ensure accessibility.

REGIONAL GOVERNMENT SERVICES
JOINT POWERS AUTHORITY
EXECUTIVE COMMITTEE MINUTES

The Regional Government Services Joint Powers Authority held a regular committee meeting on **January 12th, 2012** at Yountville Community Center, 6516 Washington Street, Yountville, CA 94599. The meeting was called to order at **11:45 a.m.**

1. CALL TO ORDER

Members Present: Mike Garvey, Chair
Dan Schwarz, Vice-Chair
Nancy Mackle, Member
Ken Nordhoff, Member
Joni Pattillo, Member
Herb Pike, Member
Steve Rogers, Member

Members Absent: None

Other Attendees: Richard Averett, Executive Director/CFO
Jennifer Bower, Human Resources Director
Jefferson Kise, Project Consultant

2. CHANGES TO THE ORDER OF AGENDA – None

3. APPROVAL OF CONSENT AGENDA

- A. Approval of **September 8th, 2011** Minutes.
ACTION: M/S Schwarz/Mackle to approve the **September 8th, 2011** Minutes as presented.
AYES: Vice-Chair Schwarz, Members Mackle, Pattillo, Pike and Rogers
NOES: None
ABSTAIN: Chair Garvey, Member Nordhoff
- B. Approval of management services agreement with the City of Larkspur.
ACTION: M/S Mackle/Rogers to approve management services agreement with the City of Larkspur
AYES: Chair Garvey, Members Mackle, Nordhoff, Pattillo, Pike and Rogers
NOES: None
ABSTAIN: Vice-Chair Schwarz
- C. Approval of management services agreement with San Pablo Economic Development Corporation; Yuma County Intergovernmental Public Transportation Authority, AZ; and Menlo Park Fire Protection District Transportation Authority, AZ
ACTION: M/S Mackle/Rogers to approve management services agreement with San Pablo Economic Development Corporation; Yuma County Intergovernmental Public Transportation Authority, AZ; and Menlo Park Fire Protection District.
AYES: Chair Garvey, Vice-Chair Schwarz, Members Mackle, Nordhoff, Pattillo, Pike and Rogers
NOES: None
ABSTAIN: None

4. TREASURER'S REPORT

- A. Review of month-end financial reports through November 2011. The Executive Director/CFO reviewed the reports and noted the reported net assets have not been adjusted for OPEB liabilities or unpaid leave accruals. The Project Consultant will be working with our financial services vendor to incorporate monthly averages for these two components, so net assets presented during the fiscal year more closely represent projected year-end results after actual adjustments are made.
- B. Approval of Payments and Deposits made July through November 2011. The Executive Director/CFO noted that there are no unusual payments. Payments listed are for routine benefit and other vendors. Earlier in the fiscal year a large payment was made for annual CJPIA insurance premiums.
ACTION: M/S Nordhoff/Rogers to approve the payments and deposits as presented.
AYES: Chair Garvey, Vice-Chair Schwarz, Members Mackle, Nordhoff, Pattillo, Pike and Rogers
NOES: None
ABSTAIN: None
- C. Approval of Investments Report through November 2011. The Executive Director reviewed the report and noted that the investment table "Loans" column balance was brought to zero at the end of August due to payment in full by GCHP and the decision to stop showing CJPIA discounts taken as an investment, since CJPIA charges are for prior periods and subsequent credits have offset some of these retrospective adjustments.
ACTION: M/S Pike/Rogers to approve the investments report as presented.

AYES: Chair Garvey, Vice-Chair Schwarz, Members Mackle, Nordhoff, Pattillo, Pike and Rogers

NOES: None

ABSTAIN: None

- D. Approval of Fiscal Year 2011 Audited Financial Statements. The Executive Director reviewed the results of the Financial Audit performed by Mayer Hoffman McCann. It was noted that the apparently reduced net gain compared to FY10 was the result of two extraordinary items: a write down of \$130,000 of revenue for the outstanding balance from TJPA and the initiation of OPEB expense contributions for both FY 2010 and FY 2011 made in FY 2011. Member Pattillo questioned whether it would be appropriate to establish an Audit Committee to further support the concept of transparency in audit findings. The Executive Director agreed to put this on the Board's agenda for the next meeting. Member Nordhoff asked if the FY 2013 audit should be put out to bid as another way to ensure a fresh perspective in reviewing the financial results of the Authority. Member Pike suggested the current audit firm at least change supervisors. The Executive Director/CFO will develop a proposed audit policy to establish an Audit Committee and recommended rebidding schedule.

ACTION: M/S Nordhoff/Mackle moved to approve the Audited Financial Statements

AYES: Chair Garvey, Vice-Chair Schwarz, Members Mackle, Nordhoff, Pattillo, Pike and Rogers

NOES: None

ABSTAIN: None

5. OLD BUSINESS

- A. JPA Member in Good Standing definition. Member Pattillo recommends rewording the training eligibility requirements as a positive statement. For example, "After successfully completing a year of service on the Board, a Member agency shall be fully eligible for training resources as other Member agencies; all of which are subject to appropriation and funding availability."

ACTION: M/S Schwartz/Pike moved to approve the JPA Member in Good Standing subject to wording revision noted.

AYES: Chair Garvey, Vice-Chair Schwarz, Members Mackle, Nordhoff, Pattillo, Pike and Rogers

NOES: None

ABSTAIN: None

- B. Approve Training Funds Policy. The Director of Human Resources and the Executive Director presented the proposed policy. After discussion by the Members, it was requested that staff modify the policy to more clearly provide for training programs other than BES, and provide a direct link to budget authorization. This item continued for staff incorporation of these two considerations.

6. NEW BUSINESS

- A. Review Client Report

The Director of HR commented that the decrease of 1 employee is the result of the termination of the contract with TJPA, effective 12/31/2011.

- B. Regularly Scheduled Meetings Calendar.

The calendar of future meetings will be discussed in the Study Session to follow.

7. PUBLIC COMMENT – None

8. **NEXT MEETING** – Based on a consensus to move to quarterly in-person meetings, and that the June meeting be moved up to May in order to avoid conflict with Member Agency budget adoptions, the Executive Director will survey the members for their preferences on day/time of the quarterly meetings, beginning with the next meeting to be held in May 2012.

9. ADJOURNED – Meeting adjourned at 12:05 p.m.



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

P.O. Box 1350 · Carmel Valley, CA 93924 · 650.587.7300

TO: EXECUTIVE COMMITTEE
FROM: RICHARD H. AVERETT, Executive Director
SUBJECT: CLIENT AGREEMENT – CITY OF MENLO PARK

EC Meeting: 5-17-12

Item: 3B

RECOMMENDATION

Approve authorizing the Executive Director to execute a Client Agreement with the City of Menlo Park.

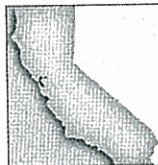
BACKGROUND

The City of Menlo Park has requested the JPAs provide a Human Resources Director for the City. An employee was selected and began work February 1, 2012 with services expected to continue through July 31, 2012. The JPA's standard professional services agreement was used with no material changes as to form.

The Agreement is included in the agenda packets posted to the JPA's website.

FISCAL IMPACT

The hourly rate being charged the Agency is sufficient to pay all salary, benefit, insurance and administrative costs of the JPA.



REGIONAL GOVERNMENT SERVICES
LOCAL GOVERNMENT SERVICES
Providing Solutions To California Public Agencies

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Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard won experience.
- **Commitment:** government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- Pre-contract meetings either in person or by phone to ensure our working relationship starts on firm footing. RGS will strive to be explicit up front and put our understandings in writing.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS operates candidly, and will be open with what we can and cannot do. RGS is committed to honest interaction.
- When our employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public agency, partnering is valued. We look out for each other's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental joint powers agency evolving to meet upcoming local government needs. RGS has carefully constructed policies and procedures to allow us maximum flexibility to meet your needs. In doing this, we must recover our costs, which are kept to a minimum so client agency revenues are used wisely. We receive no tax revenues or client subsidies.

Agreement for Management and Administrative Services

This Agreement for Management Services ("Agreement") is made and entered into as of the 1st day of February 2012, by and between **City of Menlo Park**, a municipal agency ("City"), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a "Party" and, collectively, the "Parties").

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That City desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That the City has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in **Exhibit A**, which is by this reference incorporated herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in **Exhibit A**.

1.1 Standard of Performance. RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which RGS is engaged in the geographical area in which RGS practices its profession. RGS shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in RGS's profession.

1.2 Assignment of Personnel. RGS shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, RGS shall consider reassigning such person or persons. RGS's Executive Director will notify City's Chief Executive Officer in writing prior to assigning a different RGS employee to provide services other than the initial RGS Staff identified on Exhibit A.

1.3 Time. RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet

the standard of performance provided in above and to satisfy RGS's obligations hereunder in Exhibit A.

Section 2. Term of Agreement and Termination. Services shall commence on or about the date specified in Exhibit A and shall continue until the date anticipated in Exhibit A to terminate, at which time it may be extended by mutual consent of the Parties for up to one-year intervals until terminated. This agreement may be terminated by either Party, with or without cause, upon 30 days written notice. City, at any time, has the sole discretion to determine if the services performed by RGS are satisfactory to the City, which determination shall be made in good faith. If the City determines that the services performed by RGS are not satisfactory, the City may immediately terminate this agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of City on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment under this Agreement shall be as provided in Exhibit A.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

5.1 It is understood that the relationship of RGS to the City is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of City. The City and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the City. City shall have the right to control RGS only insofar as the results of RGS's services rendered pursuant to this agreement and assignment of personnel pursuant to Section 1.

5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by City. Key RGS staff who will provide services to the City are indicated in Exhibit A. The Executive Director will not reassign any of the staff indicated in Exhibit A without first consulting with the City. The Executive Director will consult with City on an as-needed basis to assure that the services to be performed are being provided in a professional manner and meet the objectives of City.

5.3 City shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as

set forth in Exhibit A.

5.4 City shall not have any right to discharge any employee of RGS from employment.

5.5 RGS shall, at its sole expense, supply for its employees providing services to City pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including estimated taxes, FICA and other employment taxes; and provide City with proof of payment of taxes on demand.

Section 6. Insurance Requirements. Before beginning any work under this Agreement, RGS, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors. RGS shall provide proof satisfactory to City of such coverage that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. RGS shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be paid by RGS. RGS shall not allow any subcontractor to commence work on any subcontract until RGS has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

6.1 Workers' Compensation. RGS shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by RGS. The statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, RGS may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or RGS, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement where the subject loss is not proximately caused by the actions of or failure to act by a City officer, agent or employee or any person or entity other than the parties to the agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the City.

6.2 Commercial General and Automobile Liability Insurance.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability in an amount not less than TWO MILLION DOLLARS (\$2,000,000) aggregated for bodily injury, personal injury, and property damage. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

6.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of RGS including the

insured's general supervision of RGS; products and completed operations; premises owned, occupied, or used by RGS; and automobiles owned, leased, or used by RGS. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. An endorsement shall state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits, except following reasonable notice to the City.

6.3 Professional Liability Insurance. Upon written request of City, RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

6.3.1 Any deductible or self-insured retention shall not exceed \$1,000 per claim.

6.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the City.

6.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, RGS must provide extended reporting coverage for a minimum of 5 years after completion of

- the Agreement or the work. The City shall have the right to exercise, at RGS's sole cost and expense, any extended reporting provisions of the policy, if RGS cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

6.4 All Policies Requirements.

- 6.4.1 Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.
- 6.4.2 Verification of coverage.** Prior to beginning any work under this Agreement, RGS shall furnish City with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 6.4.3 Subcontractors.** RGS shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- 6.4.4 Variation.** The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.
- 6.4.5 Deductibles and Self-Insured Retentions.** RGS shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of City's Chief Executive Officer, RGS may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City's Chief Executive Officer may condition approval of an increase in deductible or self-insured retention levels with a requirement that RGS

procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

6.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to City at RGS's earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.

6.5 Remedies. In addition to any other remedies City may have if RGS fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for RGS's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order RGS to stop work under this Agreement or withhold any payment that becomes due hereunder, or both stop work and withhold any payment, until RGS demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 7. Legal Requirements.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. RGS represents and warrants to City that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions and that RGS is authorized by law to provide the

services contemplated by this agreement. RGS represents and warrants to City that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

- 7.5 **Nondiscrimination and Equal Opportunity.** RGS shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and Local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 **Records Created as Part of RGS's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. RGS hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 8.2 **Confidential Information.** RGS shall hold any confidential information received from City in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to City. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to City past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. City shall notify RGS what information and documents are confidential and thus subject to this section.

8.3 RGS's Books and Records. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written agreement signed by both Parties.

Section 11. Validity. The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Governing Law/Attorneys Fees. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in San Mateo County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 13. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 14 Employment Offers to Our Staff. During the term of this Agreement and for a period of six months thereafter, the parties agree not to hire, solicit, or attempt to solicit whether directly or indirectly, the services of any staff, employee, consultant, or subcontractor of the other party without the prior written consent of the party.

Section 15 Entire Agreement. This Agreement, including Exhibit A, comprises the entire Agreement.

Section 16 Indemnity.

16.1 RGS's indemnity obligations. Neither party will assume undue risk for the other party. RGS will defend and indemnify City, and hold it harmless, from any claim, demand or liability that is related to, or results from the manner in which RGS has performed this Agreement. Thus, RGS's indemnity obligations will arise when any claim or demand is made against City which premises City's liability, in whole or in part, upon any of the following:

- a. the quality or character of the work of RGS's employees or subcontractors;
- b. the negligent acts or omissions of RGS or its officers, directors, employees, or agents; or
- c. the willful misconduct of RGS or its officers, directors, employees, or agents.

Further, RGS will defend and indemnify City, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to City, an RGS employee or a person performing work pursuant to this agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, RGS's obligation for any payments to such a claimant shall be limited to those payments which City may be required to pay.

16.2 City's indemnity obligations. City shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely by virtue of the position they hold with City, or solely because of a duty any of them performs while in that position.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of City's actions as a governmental entity. Thus, City shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; and
- c. where a City employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever City owes a duty hereunder to indemnify RGS, its employees or agents, City further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

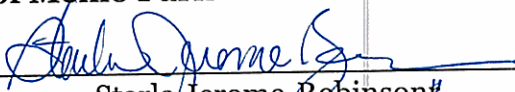
Section 17 Notices. All notices required by this Agreement shall be given to City and RGS in writing, by first class mail, postage prepaid, addressed as follows:

City: City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

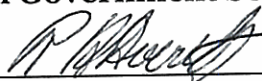
DATED: 2/11, 2012 **City of Menlo Park**

By: 
Starla Jerome Robinson

APPROVED AS TO FORM:

DATED: 2/1, 2012 By: 
William McClure, Legal Counsel

DATED: 4-3-, 2012 **Regional Government Services Authority**

By: 
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: April 9, 2012 By: 
Sky Woodruff, Authority Counsel

Exhibit A

Scope of Services. RGS shall assign an RGS employee or employees to serve as the City's Director of Human Resources which position requires performing the functions as described below:

- Perform the functions as assigned.
- Be reasonably available to perform the services during the normal work week, as agreed upon.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
- Other Duties - As part of the City job description(s) for this/these position(s).
- Perform related work as required.

Such employee(s) may perform services at the City offices available in Menlo Park or at other locations.

RGS will provide human resources services for up to 6 months from the date services commence pursuant to this agreement, subject to the provisions of Section 2 related to termination.

Compensation.

1. **Fees.** The City agrees to pay to RGS the full cost of compensation and support, as shown in Exhibit A, for the assigned RGS employee(s). Compensation is shown on an hourly basis.

RGS and City acknowledge and agree that compensation paid by City to RGS under this Agreement is based upon RGS's costs of providing the services required hereunder, including salaries and benefits of employees. Consequently, the parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

2. **Reimbursement of RGS's Administrative Cost.** The City shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs will be invoiced to the City when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the next month's services. Invoices shall be sent approximately 30 days in advance of the month for which they are due and shall be delinquent if not paid within 20 days of receipt. After the initial invoices, future invoices will include both estimated

charges for the succeeding month as well as true-up adjustments for prior period estimates versus actual expenses. The estimated payment for the next month must be received prior to the beginning of the month for which service is to be provided. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of 1% per month, which is an annual percentage rate of 12%, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the City fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then the City agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 10 working days advance written notice.

Payment Address. All payments due RGS shall be paid to:

RGS
C/O McGilloway & Ray Accounting and Consulting
2511 Garden Road, Suite A-180
Monterey, CA 93940-5381.

RGS STAFF

NAME	POSITION	HOURLY RATE
Glen Kramer	Director of Human Resources	\$88.00

The start date for the services to be performed is February 1, 2012, and this agreement is anticipated to remain in force through July 31, 2012, unless terminated sooner in accordance with Section 2 of this agreement.



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

P.O. Box 1350 · Carmel Valley, CA 93924 · 650.587.7300

TO: EXECUTIVE COMMITTEE
FROM: RICHARD H. AVERETT, Executive Director
SUBJECT: CLIENT AGREEMENT – CITY OF MILLBRAE

EC Meeting: 5-17-12
Item: 3C

RECOMMENDATION

Approve authorizing the Executive Director to execute a Client Agreement with the City of Millbrae.

BACKGROUND

The City of Millbrae has requested the JPAs provide a Human Resources Director for the City. An employee was selected and began work February 13, 2012 with services expected to continue through June 30, 2013. The JPA's standard professional services agreement was used with no material changes as to form.

The Agreement is included in the agenda packets posted to the JPA's website.

FISCAL IMPACT

The hourly rate being charged the Agency is sufficient to pay all salary, benefit, insurance and administrative costs of the JPA.



Business: 831/308-1508
Fax: 831/308-1509

Email: RAverett@rgs.ca.gov
PO Box 1350
Carmel Valley, CA 93924

PO Box 1077
Camarillo, CA 93011-1077

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard won experience.
- **Commitment:** government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- Pre-contract meetings either in person or by phone to ensure our working relationship starts on firm footing. RGS will strive to be explicit up front and put our understandings in writing.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS operates candidly, and will be open with what we can and cannot do. RGS is committed to honest interaction.
- When our employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public agency, partnering is valued. We look out for each other's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental joint powers agency evolving to meet upcoming local government needs. RGS has carefully constructed policies and procedures to allow us maximum flexibility to meet your needs. In doing this, we must recover our costs, which are kept to a minimum so client agency revenues are used wisely. We receive no tax revenues or client subsidies.

Agreement for Management and Administrative Services

This Agreement for Management Services ("Agreement") is made and entered into as of the 1st day of February 2012, by and between **City of Millbrae**, a municipal agency ("City"), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a "Party" and, collectively, the "Parties").

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That City desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That the City has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in **Exhibit A**, which is by this reference incorporated herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in **Exhibit A**.

1.1 Standard of Performance. RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which RGS is engaged in the geographical area in which RGS practices its profession. RGS shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in RGS's profession.

1.2 Assignment of Personnel. RGS shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, RGS shall consider reassigning such person or persons. RGS's Executive Director will notify City's Chief Executive Officer in writing prior to assigning a different RGS employee to provide services other than the initial RGS Staff identified on Exhibit A.

1.3 Time. RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet

the standard of performance provided in above and to satisfy RGS's obligations hereunder in Exhibit A.

Section 2. Term of Agreement and Termination. Services shall commence on or about the date specified in Exhibit A and shall continue until the date anticipated in Exhibit A to terminate, at which time it may be extended by mutual consent of the Parties for up to one-year intervals until terminated. This agreement may be terminated by either Party, with or without cause, upon 30 days written notice. City has the sole discretion to determine if the services performed by RGS are satisfactory to the City, which determination shall be made in good faith. If the City determines that the services performed by RGS are not satisfactory, the City may terminate this agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of City on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment under this Agreement shall be as provided in Exhibit A.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

5.1 It is understood that the relationship of RGS to the City is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of City. The City and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the City. City shall have the right to control RGS only insofar as the results of RGS's services rendered pursuant to this agreement and assignment of personnel pursuant to Section 1.

5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by City. Key RGS staff who will provide services to the City are indicated in Exhibit A. The Executive Director will not reassign any of the staff indicated in Exhibit A without first consulting with the City. The Executive Director will consult with City on an as-needed basis to assure that the services to be performed are being provided in a professional manner and meet the objectives of City.

5.3 City shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as

set forth in Exhibit A.

- 5.4** City shall not have any right to discharge any employee of RGS from employment.
- 5.5** RGS shall, at its sole expense, supply for its employees providing services to City pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including estimated taxes, FICA and other employment taxes; and provide City with proof of payment of taxes on demand.

Section 6. Insurance Requirements. Before beginning any work under this Agreement, RGS, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors. RGS shall provide proof satisfactory to City of such coverage that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. RGS shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be paid by RGS. RGS shall not allow any subcontractor to commence work on any subcontract until RGS has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

- 6.1 Workers' Compensation.** RGS shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by RGS. The statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, RGS may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or RGS, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement where the subject loss is not proximately caused by the actions of or failure to act by a City officer, agent or employee or any person or entity other than the parties to the agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the City.

6.2 Commercial General and Automobile Liability Insurance.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability in an amount not less than TWO MILLION DOLLARS (\$2,000,000) aggregated for bodily injury, personal injury, and property damage. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

6.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. City and its officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of RGS including the

insured's general supervision of RGS; products and completed operations; premises owned, occupied, or used by RGS; and automobiles owned, leased, or used by RGS. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.
- d. An endorsement shall state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits, except following reasonable notice to the City.

6.3 Professional Liability Insurance. Upon written request of City, RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

6.3.1 Any deductible or self-insured retention shall not exceed \$1,000 per claim.

6.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the City.

6.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, RGS must provide extended reporting coverage for a minimum of 5 years after completion of

the Agreement or the work. The City shall have the right to exercise, at RGS's sole cost and expense, any extended reporting provisions of the policy, if RGS cancels or does not renew the coverage.

- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

6.4 All Policies Requirements.

6.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

6.4.2 Verification of coverage. Prior to beginning any work under this Agreement, RGS shall furnish City with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.4.3 Subcontractors. RGS shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.4.4 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

6.4.5 Deductibles and Self-Insured Retentions. RGS shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of City's Chief Executive Officer, RGS may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City's Chief Executive Officer may condition approval of an increase in deductible or self-insured retention levels with a requirement that RGS

procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

6.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to City at RGS's earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.

6.5 Remedies. In addition to any other remedies City may have if RGS fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for RGS's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order RGS to stop work under this Agreement or withhold any payment that becomes due hereunder, or both stop work and withhold any payment, until RGS demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 7. Legal Requirements.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. RGS represents and warrants to City that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions and that RGS is authorized by law to provide the

services contemplated by this agreement. RGS represents and warrants to City that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

- 7.5 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and Local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. RGS hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from City in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to City. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to City past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. City shall notify RGS what information and documents are confidential and thus subject to this section.

8.3 RGS's Books and Records. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written agreement signed by both Parties.

Section 11. Validity The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Governing Law/Attorneys Fees. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in San Mateo County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 13. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 14 Employment Offers to Our Staff. During the term of this Agreement and for a period of six months thereafter, the parties agree not to hire, solicit, or attempt to solicit whether directly or indirectly, the services of any staff, employee, consultant, or subcontractor of the other party without the prior written consent of the party. Violation of this provision shall, in addition to other relief, require the breaching party to compensate the non-breaching party with 100% of the solicited person's annual total compensation.

14.1 Hiring Employees. Should the City desire to offer permanent or temporary employment to an RGS employee who is either currently assigned to the City or has been assigned to the City within the previous six months, said City will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to the City. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 15 Entire Agreement. This Agreement, including Exhibit A, comprises the entire Agreement.

Section 16 Indemnity.

16.1 RGS's indemnity obligations. Neither party will assume undue risk for the other party. RGS will defend and indemnify City, and hold it harmless, from any claim, demand or liability that is related to, or results from the manner in which RGS has performed this Agreement. Thus, RGS's indemnity obligations will arise when any claim or demand is made against City which premises City's liability, in whole or in part, upon any of the following:

- a. the quality or character of the work of RGS's employees or subcontractors;
- b. the negligent acts or omissions of RGS or its officers, directors, employees, or agents; or
- c. the willful misconduct of RGS or its officers, directors, employees, or agents.

Further, RGS will defend and indemnify City, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to City, an RGS employee or a person performing work pursuant to this Agreement is actually a common law employee of the City and is thus entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement System. Notwithstanding the foregoing, however, RGS's obligation for any payments to such a claimant shall be limited to those payments which City may be required to pay, including any

penalties and interest that may be asserted or imposed. In addition, RGS will defend and indemnify City, and hold it harmless, from any claim, demand or liability relating to RGS's obligation to supply benefits to its employees pursuant to Section 5.5 of this Agreement.

16.2 City's indemnity obligations. City shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely by virtue of the position they hold with City, or solely because of a duty any of them performs while in that position.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of City's actions as a governmental entity. Thus, City shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; and
- c. where a City employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever City owes a duty hereunder to indemnify RGS, its employees or agents, City further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

Section 17 **Notices.** All notices required by this Agreement shall be given to City and RGS in writing, by first class mail, postage prepaid, addressed as follows:

City: City of Millbrae
621 Magnolia Avenue
Millbrae, CA 94030

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: 4-24-12, 2012 **City of Millbrae**

By: 
Marcia Raines, City Manager

APPROVED AS TO FORM:

DATED: 4-18, 2012 By: 
Joan Cassman, Legal Counsel

DATED: 3-29, 2012 **Regional Government Services Authority**

By: 
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: April 9, 2012 By: 
Sky Woodruff, Authority Counsel

Exhibit A

Scope of Services. RGS shall assign an RGS employee or employees to serve as the City's Director of Human Resources which position requires performing the functions as described below:

- Perform the functions as assigned.
- Be reasonably available to perform the services during the normal work week, as agreed upon.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
- Other Duties - As part of the City job description for this position.
- Perform related work as required.

Such employee(s) may perform services at the City offices available in Millbrae or at other locations.

RGS will provide human resources services for up to 6 months from the date services commence pursuant to this agreement, subject to the provisions of Section 2 related to termination.

Compensation.

1. **Fees.** The City agrees to pay to RGS the full cost of compensation and support, as shown in Exhibit A, for the assigned RGS employee(s). Compensation is shown on an hourly basis.

RGS and City acknowledge and agree that compensation paid by City to RGS under this Agreement is based upon RGS's costs of providing the services required hereunder, including salaries and benefits of employees. Consequently, the parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

2. **Reimbursement of RGS's Administrative Cost.** The City shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs will be invoiced to the City when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the next month's services. Invoices shall be sent approximately 30 days in advance of the month for which they are due and shall be delinquent if not paid within 20 days of receipt. After the initial invoices, future invoices will include both estimated

charges for the succeeding month as well as true-up adjustments for prior period estimates versus actual expenses. The estimated payment for the next month must be received prior to the beginning of the month for which service is to be provided. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of 1% per month, which is an annual percentage rate of 12%, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the City fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then the City agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 10 working days advance written notice.

4. **Hiring RGS Employees.** Should the City desire to offer permanent or temporary employment to an RGS employee who is either currently assigned to the City or has been assigned to the City within the previous six months, said City will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to the City. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Payment Address. All payments due RGS shall be paid to:

RGS

C/O McGilloway & Ray Accounting and Consulting

2511 Garden Road, Suite A-180

Monterey, CA 93940-5381.

RGS STAFF

NAME	POSITION	HOURLY RATE
Charlotte Carlson	Director of Human Resources	\$100.00

The start date for the services to be performed is February 13, 2012, and this agreement is anticipated to remain in force through June 30, 2013.



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

P.O. Box 1350 · Carmel Valley, CA 93924 · 650.587.7300

TO: EXECUTIVE COMMITTEE
FROM: RICHARD H. AVERETT, Executive Director
SUBJECT: **CLIENT SERVICES – TOWN OF CORTE MADERA**

EC Meeting: 5-17-12

Item: 3D

RECOMMENDATION

Approve authorizing the Executive Director to provide services to the Town of Corte Madera.

BACKGROUND

The Town of Corte Madera has requested the JPAs provide Human Resources Consultants to evaluate Finance Department workloads and recommend workload reorganization for the Town. The Town has also requested the JPAs provide a Human Resources Consultant to establish performance and behavior standards for staff positions.

Two consultants have been identified and began work in January 2012. Services are being provided on a purchase order and are not expected to exceed a total of 60 hours.

FISCAL IMPACT

The hourly rate being charged the Agency is sufficient to pay all salary, benefit, insurance and administrative costs of the JPA.



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

P.O. Box 1350 · Carmel Valley, CA 93924 · 650.587.7300

TO: EXECUTIVE COMMITTEE
FROM: RICHARD H. AVERETT, Executive Director
SUBJECT: CLIENT AGREEMENT – CITY OF MARINA

EC Meeting: 5-17-12

Item: 3E

RECOMMENDATION

Approve authorizing the Executive Director to execute a Client Agreement with the City of Marina.

BACKGROUND

The City of Marina has requested the JPAs provide a Human Resources Consultant for the City. An employee was selected for interim assessment and began work April 16, 2012. On-going HR Manager services will begin soon and are expected to continue until June 30, 2013. The JPA's standard professional services agreement was used with no material changes as to form.

The Agreement is included in the agenda packets posted to the JPA's website.

FISCAL IMPACT

The hourly rate being charged the Agency is sufficient to pay all salary, benefit, insurance and administrative costs of the JPA.



Business: 831/308-1508
Fax: 831/308-1509

Email: RAverett@rgs.ca.gov
PO Box 1350
Carmel Valley, CA 93924

PO Box 1077
Camarillo, CA 93011-1077

Preamble: The agreement for services described below is also an agreement to engage in a relationship between organizations. In order to establish a mutually respectful relationship as well as a productive one, RGS has adopted the following values and business methods.

Our Values

- **Expert Services:** RGS serves exclusively public sector agencies with its team of public sector experts.
- **Innovation:** RGS encourages and develops innovative and sustainable services to help each agency meet its challenges through new modes of service provision.
- **Customer Driven:** RGS customizes solutions to achieve the right level and right kind of service at the right time for each agency's unique organizational needs.
- **Perseverance:** Sometimes the best solutions are not immediately apparent. RGS listens, works with you, and sticks with it until a good fit with your needs is found.
- **Open Source Sharing:** RGS tracks emerging best practices and shares them, learning openly from each other's hard won experience.
- **Commitment:** government agencies are the public's only choice for many services. Public trust is earned and must be used wisely. And RGS will do its part. Each agency should and will know how RGS sets its rates. RGS' pledge to you is that we will act with honesty, openness, and full transparency.

How RGS Does Business

When you work with RGS you can expect:

- Pre-contract meetings either in person or by phone to ensure our working relationship starts on firm footing. RGS will strive to be explicit up front and put our understandings in writing. Before making assumptions, we hope to talk directly to prevent any misunderstandings.
- Ongoing interaction throughout our relationship to ensure that your needs are being met, and that projects progress appropriately and agreed-upon timelines are met.
- RGS operates candidly, and will be open with what we can and cannot do. RGS is committed to honest interaction.
- When our employees are on your site, we expect them to treat people respectfully and be treated respectfully. If problems arise, we want to communicate early, accurately, and thoroughly to ensure that we find mutually acceptable solutions.
- As a public agency, partnering is valued. We look out for each other's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental joint powers agency evolving to meet upcoming local government needs. RGS has carefully constructed policies and procedures to allow us maximum flexibility to meet your needs. In doing this, we must recover our costs, which are kept to a minimum so client agency revenues are used wisely. We receive no tax revenues or client subsidies.

Agreement for Management and Administrative Services

This Agreement for Management Services ("Agreement") is made and entered into as of the 16th day of April 2012, by and between the **City of Marina**, a municipal agency ("Agency"), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a "Party" and, collectively, the "Parties").

RECITALS

THIS AGREEMENT is entered into with reference to the following facts and circumstances:

- A. That Agency desires to engage RGS to render certain services to it;
- B. That RGS is a management and administrative services provider and is qualified to provide such services to the Agency; and
- C. That the Agency has elected to engage the services of RGS upon the terms and conditions as hereinafter set forth.

TERMS AND CONDITIONS

Section 1. Services. The services to be performed by RGS under this Agreement shall include those services set forth in **Exhibit A**, which is by this reference incorporated herein and made a part hereof as though it were fully set forth herein.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in **Exhibit A**.

1.1 Standard of Performance. RGS shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which RGS is engaged in the geographical area in which RGS practices its profession. RGS shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in RGS's profession.

1.2 Assignment of Personnel. RGS shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Agency, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, RGS shall consider reassigning such person or persons. RGS's Executive Director will notify Agency's Chief Executive Officer in writing prior to assigning a different RGS employee to provide services other than the initial RGS Staff identified on Exhibit A.

1.3 Time. RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet

the standard of performance provided in above and to satisfy RGS's obligations hereunder in Exhibit A.

Section 2. Term of Agreement and Termination. Services shall commence on or about the date specified in Exhibit A and shall continue until the date anticipated in Exhibit A to terminate, at which time it may be extended by mutual consent of the Parties for up to one-year intervals until terminated. This agreement may be terminated by either Party, with or without cause, upon 30 days written notice. Agency has the sole discretion to determine if the services performed by RGS are satisfactory to the Agency, which determination shall be made in good faith. If the Agency determines that the services performed by RGS are not satisfactory, the Agency may terminate this agreement by giving written notice to RGS. Upon receipt of notice of termination by either Party, RGS shall cease performing duties on behalf of Agency on the termination date specified and the compensation payable to RGS shall include only the period for which services have been performed by RGS.

Section 3. Compensation. Payment under this Agreement shall be as provided in Exhibit A.

Section 4. Effective Date. This Agreement shall become effective on the date first herein above written.

Section 5. Relationship of Parties.

5.1 It is understood that the relationship of RGS to the Agency is that of an independent contractor and all persons working for or under the direction of RGS are its agents or employees and not agents or employees of Agency. The Agency and RGS shall, at all times, treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of the Agency. Agency shall have the right to control RGS only insofar as the results of RGS's services rendered pursuant to this agreement and assignment of personnel pursuant to Section 1.

5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. Key RGS staff who will provide services to the Agency are indicated in Exhibit A. The Executive Director will not reassign any of the staff indicated in Exhibit A without first consulting with the Agency. The Executive Director will consult with Agency on an as-needed basis to assure that the services to be performed are being provided in a professional manner and meet the objectives of Agency.

5.3 Agency shall not have the ability to direct how services are to be performed, specify the location where services are to be performed,

or establish set hours or days for performance of services, except as set forth in Exhibit A.

5.4 Agency shall not have any right to discharge any employee of RGS from employment.

5.5 RGS shall, at its sole expense, supply for its employees providing services to Agency pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including estimated taxes, FICA and other employment taxes; and provide Agency with proof of payment of taxes on demand.

Section 6. Insurance Requirements. Before beginning any work under this Agreement, RGS, at its own cost and expense, shall procure "occurrence coverage" insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by RGS and its agents, representatives, employees, and subcontractors. RGS shall provide proof satisfactory to Agency of such coverage that meets the requirements of this section and under forms of insurance satisfactory in all respects to the Agency. RGS shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be paid by RGS. RGS shall not allow any subcontractor to commence work on any subcontract until RGS has obtained all insurance required herein for the subcontractor(s) and provided evidence thereof to Agency. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

6.1 Workers' Compensation. RGS shall, at its sole cost and expense, maintain statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by RGS. The statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, RGS may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or RGS, if a program of self-insurance is provided, shall waive all rights of subrogation against the Agency and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement where the subject loss is not proximately caused by the actions of or failure to act by a Agency officer, agent

or employee or any person or entity other than the parties to the agreement.

An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the Agency.

6.2 Commercial General and Automobile Liability Insurance.

6.2.1 General requirements. RGS, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability in an amount not less than TWO MILLION DOLLARS (\$2,000,000) aggregated for bodily injury, personal injury, and property damage. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

6.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

6.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- a. Agency and its officers, employees, agents, and volunteers shall be covered as insureds with respect to each of the following: liability arising out of activities performed by or on behalf of RGS including the insured's general supervision of RGS; products and completed operations; premises owned, occupied, or used by RGS; and automobiles owned, leased, or used by RGS. The coverage shall contain no special limitations on the scope of protection afforded to Agency or its officers, employees, agents, or volunteers.
- b. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- c. An endorsement must state that coverage is primary insurance with respect to the Agency and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the Agency shall be called upon to contribute to a loss under the coverage.
- d. An endorsement shall state that coverage shall not be suspended, voided, cancelled by either party, or reduced in coverage or in limits, except following reasonable notice to the Agency.

6.3 Professional Liability Insurance. Upon written request of Agency, RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions.

6.3.1 Any deductible or self-insured retention shall not exceed \$1,000 per claim.

6.3.2 An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the Agency.

6.3.3 The following provisions shall apply if the professional liability coverages are written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after

- completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, RGS must provide extended reporting coverage for a minimum of 5 years after completion of the Agreement or the work. The Agency shall have the right to exercise, at RGS's sole cost and expense, any extended reporting provisions of the policy, if RGS cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the Agency prior to the commencement of any work under this Agreement.

6.4 All Policies Requirements.

6.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

6.4.2 Verification of coverage. Prior to beginning any work under this Agreement, RGS shall furnish Agency with notifications of coverage and with original endorsements effecting coverage required herein. The notifications and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

6.4.3 Subcontractors. RGS shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.4.4 Variation. The Agency may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available, or that the Agency's interests are otherwise fully protected.

6.4.5 Deductibles and Self-Insured Retentions. RGS shall disclose to and obtain the approval of Agency for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Agency's Chief Executive Officer, RGS may increase such deductibles or self-insured retentions with respect to Agency, its officers, employees, agents, and volunteers. The Agency's Chief Executive Officer may condition approval of an increase in deductible or self-insured retention levels with a requirement that RGS procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

6.4.6 Notice of Reduction in Coverage. In the event that any coverage required by this section is reduced, limited, or materially affected in any other manner, RGS shall provide written notice to Agency at RGS's earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.

6.5 Remedies. In addition to any other remedies Agency may have if RGS fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Agency may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Agency may have and are not the exclusive remedy for RGS's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order RGS to stop work under this Agreement or withhold any payment that becomes due hereunder, or both stop work and withhold any payment, until RGS demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 7. Legal Requirements.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with

all applicable rules and regulations to which Agency is bound by the terms of such fiscal assistance program.

- 7.4 Licenses and Permits.** RGS represents and warrants to Agency that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions and that RGS is authorized by law to provide the services contemplated by this agreement. RGS represents and warrants to Agency that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.5 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and Local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the Agency. RGS hereby agrees to deliver those documents to the Agency upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the Agency and are not necessarily suitable for any future or other use.
- 8.2 Confidential Information.** RGS shall hold any confidential information received from Agency in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration

of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to Agency. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to Agency past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. Agency shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

8.3 RGS's Books and Records. RGS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Agency under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

8.4 Inspection and Audit of Records. Any records or documents that Section 8.2 of this Agreement requires RGS to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the Agency. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Agency or as part of any audit of the Agency, for a period of 3 years after final payment under the Agreement.

Section 9. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 10. Amendments. This Agreement may be amended or modified only by written agreement signed by both Parties.

Section 11. Validity The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 12. Governing Law/Attorneys Fees. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in San Mateo County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 13. Mediation. Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the

assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement and each Party shall bear its own legal costs.

Section 14 Employment Offers to Our Staff. During the term of this Agreement and for a period of six months thereafter, the parties agree not to hire, solicit, or attempt to solicit whether directly or indirectly, the services of any staff, employee, consultant, or subcontractor of the other party without the prior written consent of the party. Violation of this provision shall, in addition to other relief, require the breaching party to compensate the non-breaching party with 100% of the solicited person's annual total compensation.

14.1 Hiring Employees. Should the AGENCY desire to offer permanent or temporary employment to an RGS employee who is either currently assigned to the AGENCY or has been assigned to the AGENCY within the previous six months, said AGENCY will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to the Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Section 15 Entire Agreement. This Agreement, including Exhibit A, comprises the entire Agreement.

Section 16 Indemnity.

16.1 RGS's indemnity obligations. Neither party will assume undue risk for the other party. RGS will defend and indemnify Agency, and hold it harmless, from any claim, demand or liability that is related to, or results from the manner in which RGS has performed this Agreement. Thus, RGS's indemnity obligations will arise when any claim or demand is made against Agency which premises Agency's liability, in whole or in part, upon any of the following:

- a. the quality or character of the work of RGS's employees or subcontractors;
- b. the negligent acts or omissions of RGS or its officers, directors, employees, or agents; or
- c. the willful misconduct of RGS or its officers, directors, employees, or agents.

Further, RGS will defend and indemnify Agency, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to

Agency, an RGS employee or a person performing work pursuant to this agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee Retirement Systems. Notwithstanding the foregoing, however, RGS's obligation for any payments to such a claimant shall be limited to those payments which Agency may be required to pay.

16.2 Agency's indemnity obligations. Agency shall indemnify, defend and hold harmless RGS and its officers, directors, employees and agents from any and all claims and lawsuits where such persons are named in the lawsuit solely by virtue of the position they hold with Agency, or solely because of a duty any of them performs while in that position.

It is the intent of the parties here to define indemnity obligations that are related to or arise out of Agency's actions as a governmental entity. Thus, Agency shall be required to indemnify and defend only under circumstances where a cause of action is stated against RGS, its employees or agents:

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement;
- b. when the allegations in such cause of action do not suggest the active fraud or other misconduct of RGS, its employees, or agents; and
- c. where a Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

Whenever Agency owes a duty hereunder to indemnify RGS, its employees or agents, Agency further agrees to pay RGS a reasonable fee for all time spent by any RGS employee, or spent by any person who has performed work pursuant to this agreement, for the purpose of preparing for or testifying in any suit, action, or legal proceeding in connection with the services the assigned employee has provided under this Agreement.

Section 17 Notices. All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, addressed as follows:

Agency: City of Marina
211 Hillcrest Avenue
Marina, CA 93933

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: _____, 2012 **City of Marina**

By: _____
Douglas A. Yount, Interim City Manager

APPROVED AS TO FORM:

DATED: _____, 2012 By: _____
City Counsel

DATED: _____, 2012 **Regional Government Services Authority**

By: _____
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: _____, 2012 By: _____
Sky Woodruff, Authority Counsel

Exhibit A

Scope of Services. RGS shall assign an RGS employee or employees to serve as the Agency's Human Resources Consultant which position requires performing the functions as described below:

- Assess the human resources and risk management needs of the City.
- Serve as the human resources director for the City.
- Perform the functions as assigned.
- Be reasonably available to perform the services during the normal work week, as agreed upon.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
- Other Duties - As part of the Agency job description(s) for this position.
- Perform related work as required.

Such employee(s) may perform services at the Agency offices available in Marina or at other locations.

RGS will provide Human Resources Consultant services from the date services commence pursuant to this agreement, subject to the provisions of Section 2 related to termination.

Compensation.

1. **Fees.** The Agency agrees to pay to RGS the full cost of compensation and support, as shown in Exhibit A, for the assigned RGS employee(s). Compensation is shown on an hourly basis.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS's costs of providing the services required hereunder, including salaries and benefits of employees. Consequently, the parties agree that adjustments to the hourly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee. The parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities for which RGS may be obligated for its employees or may otherwise be contractually obligated.

2. **Reimbursement of RGS's Administrative Cost.** The Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs will be invoiced to the Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the next month's services. Invoices shall be sent approximately 30 days in advance of the month

for which they are due and shall be delinquent if not paid within 20 days of receipt. After the initial invoices, future invoices will include both estimated charges for the succeeding month as well as true-up adjustments for prior period estimates versus actual expenses. The estimated payment for the next month must be received prior to the beginning of the month for which service is to be provided. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of 1% per month, which is an annual percentage rate of 12%, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then the Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 10 working days advance written notice.

4. **Hiring RGS Employees.** Should the Agency desire to offer permanent or temporary employment to an RGS employee who is either currently assigned to the Agency or has been assigned to the Agency within the previous six months, said Agency will be charged a fee equal to the full-time cost of the RGS employee for one month, using the most recent RGS bill rate for the RGS employee's services to the Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff.

Payment Address. All payments due RGS shall be paid to:

RGS
C/O McGilloway & Ray Accounting and Consulting
2511 Garden Road, Suite A-180
Monterey, CA 93940-5381.

RGS STAFF

NAME	POSITION	HOURLY RATE
Sophia Selivanoff	Human Resources Consultant	\$105.00
Name to be submitted later	Human Resources Consultant	
Expenses related to performing services in the City of Marina (i.e., travel to and from location, lodging) will be billed to City and City will reimburse RGS.		

The start date for the services to be performed is April 16, 2012 and will conclude prior to June 30, 2013



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

P.O. Box 1350 · Carmel Valley, CA 93924 · 650.587.7300

TO: EXECUTIVE COMMITTEE
FROM: RICHARD H. AVERETT, Executive Director
SUBJECT: CLIENT SERVICES – CITY OF LA CANADA FLINTRIDGE

EC Meeting: 5-17-12

Item: 3F

RECOMMENDATION

Approve authorizing the Executive Director to perform services for the City of La Canada Flintridge.

BACKGROUND

The City of La Canada Flintridge has requested the JPAs provide an interim Account Clerk for the City. The JPAs are currently recruiting for the interim position. Once a candidate is selected, RGS will complete a management services agreement with the City.

FISCAL IMPACT

The hourly rate charged the Agency for recruitment services is sufficient to pay all salary, benefit, insurance and administrative costs of the JPA, as will the rate charged for the Account Clerk.



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

P.O. Box 1350 · Carmel Valley, CA 93924 · 650.587.7300

TO: EXECUTIVE COMMITTEE
FROM: RICHARD H. AVERETT, Executive Director
SUBJECT: CLIENT SERVICES – CITY OF COTATI

EC Meeting: 5-17-12

Item: 3G

RECOMMENDATION

Approve authorizing the Executive Director to provide services to the City of Cotati.

BACKGROUND

The City of Cotati has requested the JPAs provide Human Resources Management Consultant services. The JPAs are in the early stages of recruiting a consultant and will develop a management services agreement when a suitable candidate is selected.

FISCAL IMPACT

The hourly rate to be charged the Agency is sufficient to pay all salary, benefit, insurance and administrative costs of the JPA.



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

P.O. Box 1350 · Carmel Valley, CA 93924 · 650.587.7300

TO: EXECUTIVE COMMITTEE
FROM: RICHARD H. AVERETT, CFO/TREASURER
SUBJECT: FINANCIAL REPORT ANALYSIS

EC Meeting: 5-17-12
Item: 4A

RECOMMENDATION

No action is required of the Executive Committee. These are informational, preliminary financial reports through February 2012 month-end, and are attached for review. All reports are draft and unaudited.

P&L ANALYSIS

Through February 2012, the net income for the JPAs was as follows:

- LGS net income equals \$71,548 for the fiscal-year-to-date (FYTD). The balance sheet shows Total Equity of \$1,148,910.
- RGS net income equals \$334,965 for the FYTD. The balance sheet shows Total Equity of \$803,947.
- Combined LGS/RGS net income equals \$406,513 for the 2011 FYTD. Combined Total Equity equals **\$1,952,858**.

Accruals for earned but not paid leave time have not been posted to the financials. These accruals are posted at the conclusion of the fiscal year. Reserve contributions for Other Post-Employment Benefit are being set aside monthly. The results shown are preliminary, unaudited estimates. Combined financial performance has continued to be positive since ‘turning the corner’ in March 2007, because increased client services revenue has outstripped more modestly increasing support expenses. However, those support costs have increased more markedly in the last two years in order to maintain service levels for a rapidly increasing customer and employee base. Support cost increases include outside accounting, actuarial and technology services, and office, HR, project management and analytical staff services.

Several factors could dampen future financial performance:

1. Loss of a major client (with 10 or more assigned staff) would negatively impact financial performance. TJPA, with 13 assigned staff, separated from the JPAs December 31, 2011.
2. Several smaller client projects will be completed over the next several months. Normal attrition is expected to be replaced by new and repeat client project/interim work, as Executive Committee Members and staff continue to communicate to the public sector about JPA services.
3. Historically low interest rates have reduced earnings. Last year we were able to more than offset reduced earnings from traditional investment sources by ‘investing’ in client receivables. These alternant investments have ended, for now, and we are back to 100 percent reliance on traditional investment sources with low yields. Historically high levels of investment dollars, coupled with use of the CalTrust Medium-Term pool’s relatively competitive yields, has kept investment earnings above budget levels. Market rates are expected to remain depressed for some time. We continue to explore other safe, alternative investments that fit our risk tolerance and business model.

Regional Government Services
Profit & Loss by Class
July 2011 through February 2012

	Admin - JPAs	C - IV	Calistoga	Clearlake	Davis	City of Menlo Park
Ordinary Income/Expense						
Income						
440301 - Client Billings	0.00	214,960.00	1,665.00	52,397.78	6,650.00	7,920.00
440400 - LGS - Admin. Services	541,986.60	0.00	0.00	0.00	0.00	0.00
440410 - Client Administration Fees	0.00	0.00	0.00	0.00	0.00	0.00
440420 - Finance Charges	0.00	0.00	0.00	0.00	0.00	0.00
480000 - Miscellaneous Income	20,941.23	1,908.00	0.00	3,234.00	0.00	0.00
Total Income	562,927.83	216,868.00	1,665.00	55,631.78	6,650.00	7,920.00
Gross Profit	562,927.83	216,868.00	1,665.00	55,631.78	6,650.00	7,920.00
Expense						
511010 - Salaries - Regular	372,720.22	153,296.67	150.00	40,522.50	8,835.75	6,300.00
511072 - Salaries - Nonbillable	21,408.00	2,755.00	0.00	0.00	0.00	0.00
512002 - Medicare Employer Expense	5,409.57	2,250.41	2.17	587.59	128.13	91.35
512003 - Workers' Comp Exp clerical	43,726.00	0.00	0.00	0.00	0.00	0.00
512004 - Employee Assistance Program	3,588.50	0.00	0.00	0.00	0.00	0.00
512005 - Health Insurance Expense	9,234.61	0.00	9.14	0.00	0.00	0.00
512006 - Dental Insurance Expense	1,271.56	931.52	0.00	0.00	0.00	0.00
512007 - Vision Insurance Expense	270.39	177.28	0.00	0.00	0.00	0.00
512008 - Life Insurance Expense	414.68	445.60	0.00	0.00	0.00	0.00
512009 - Long Term Disability Expense	688.17	763.84	0.00	0.00	0.00	0.00
512011 - Stars 401A Expense	40,456.07	14,417.72	15.00	4,052.25	883.58	0.00
512014 - Short Term Disability Expense	455.72	758.08	0.00	0.00	0.00	0.00
512018 - FSA Health & Day Care Expense	1,317.10	0.00	0.00	0.00	0.00	0.00
520104 - Telephone/Internet	1,568.42	0.00	0.00	0.00	0.00	0.00
520105 - Cell Phones	455.39	0.00	0.00	0.00	0.00	0.00
520107 - ADP Payroll Fees	15,954.70	0.00	0.00	0.00	0.00	0.00
520201 - Office Supplies	53.86	0.00	0.00	0.00	0.00	0.00
520202 - Bank Fees & Services	3,859.82	0.00	0.00	0.00	0.00	0.00
520204 - Printing & Postage	244.87	0.00	0.00	0.00	0.00	0.00
520301 - Audit Services	17,350.00	0.00	0.00	0.00	0.00	0.00
520302 - Legal Services	26,330.45	0.00	0.00	0.00	0.00	0.00
520320 - Professional Services	77,673.19	0.00	0.00	0.00	0.00	0.00
520501 - Professional Dues & Membership	4,404.75	0.00	0.00	0.00	0.00	0.00
520503 - Conferences & Meetings	12,666.42	0.00	0.00	1,001.00	0.00	0.00
520504 - Publications	0.00	0.00	0.00	0.00	0.00	0.00
520701 - General Liability Insurance Exp	156,712.00	0.00	0.00	0.00	0.00	0.00
520750 - Interest Expense	1,370.62	0.00	0.00	0.00	0.00	0.00
520801 - Mileage Reimbursement	3,226.44	289.71	21.65	1,386.00	0.00	0.00
520802 - Vehicle Allowance	165.38	0.00	0.00	0.00	0.00	0.00
520803 - Travel Reimbursement	1,518.67	4,147.14	0.00	1,694.00	0.00	0.00
520805 - Supplies & Meals Reimbursement	210.32	0.00	0.00	0.00	0.00	0.00
520904 - Computer Install & Maintenance	45,106.56	0.00	0.00	0.00	0.00	0.00
Total Expense	869,832.45	180,232.97	197.96	49,243.34	9,847.46	6,391.35
Net Ordinary Income	-306,904.62	36,635.03	1,467.04	6,388.44	-3,197.46	1,528.65
Other Income/Expense						
Other Expense						
529996 - Attributed OPEB Expense	55,336.00	0.00	0.00	0.00	0.00	0.00
529997 - Unallocated Admin. Svcs - RGS	-304,616.62	0.00	0.00	0.00	0.00	0.00
529999 - Allocated Unbillable Expenses	0.00	13,953.54	107.13	3,579.41	427.87	509.58
Total Other Expense	-249,280.62	13,953.54	107.13	3,579.41	427.87	509.58
Net Other Income	249,280.62	-13,953.54	-107.13	-3,579.41	-427.87	-509.58
Net Income	-57,624.00	22,681.49	1,359.91	2,809.03	-3,625.33	1,019.07

Regional Government Services
Profit & Loss by Class
July 2011 through February 2012

	<u>Corte Madera</u>	<u>Dublin</u>	<u>GCHP</u>	<u>Gilroy</u>	<u>Larkspur</u>	<u>LGS - TAM</u>
Ordinary Income/Expense						
Income						
440301 - Client Billings	4,050.00	6,125.00	2,940,448.32	575.00	54,631.94	0.00
440400 - LGS - Admin. Services	0.00	0.00	0.00	0.00	0.00	171,229.90
440410 - Client Administration Fees	0.00	0.00	58,792.99	0.00	0.00	0.00
440420 - Finance Charges	0.00	0.00	5,175.21	0.00	0.00	0.00
480000 - Miscellaneous Income	0.00	0.00	66,637.24	0.00	0.00	0.00
Total Income	<u>4,050.00</u>	<u>6,125.00</u>	<u>3,071,053.76</u>	<u>575.00</u>	<u>54,631.94</u>	<u>171,229.90</u>
Gross Profit	4,050.00	6,125.00	3,071,053.76	575.00	54,631.94	171,229.90
Expense						
511010 - Salaries - Regular	4,190.00	4,820.00	2,148,757.06	1,405.06	43,620.50	147,875.24
511072 - Salaries - Nonbillable	0.00	0.00	0.00	0.00	0.00	0.00
512002 - Medicare Employer Expense	60.74	69.89	31,297.14	11.89	630.44	2,169.81
512003 - Workers' Comp Exp clerical	0.00	0.00	0.00	0.00	0.00	0.00
512004 - Employee Assistance Program	0.00	0.00	0.00	0.00	0.00	0.00
512005 - Health Insurance Expense	0.00	0.00	95,586.05	0.00	1,039.21	0.00
512006 - Dental Insurance Expense	0.00	0.00	27,448.11	0.00	0.00	1,222.68
512007 - Vision Insurance Expense	0.00	0.00	4,971.06	0.00	0.00	245.28
512008 - Life Insurance Expense	0.00	0.00	5,934.18	0.00	0.00	371.60
512009 - Long Term Disability Expense	0.00	0.00	9,999.31	0.00	0.00	638.92
512011 - Stars 401A Expense	419.00	482.00	204,630.72	82.00	4,360.62	18,082.93
512014 - Short Term Disability Expense	0.00	0.00	9,144.50	0.00	0.00	623.44
512018 - FSA Health & Day Care Expense	0.00	0.00	-117.20	0.00	0.00	0.00
520104 - Telephone/Internet	0.00	0.00	0.00	0.00	0.00	0.00
520105 - Cell Phones	0.00	0.00	0.00	0.00	0.00	0.00
520107 - ADP Payroll Fees	0.00	0.00	0.00	0.00	0.00	0.00
520201 - Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00
520202 - Bank Fees & Services	0.00	0.00	0.00	0.00	0.00	0.00
520204 - Printing & Postage	0.00	0.00	0.00	0.00	0.00	0.00
520301 - Audit Services	0.00	0.00	0.00	0.00	0.00	0.00
520302 - Legal Services	0.00	0.00	2,873.10	0.00	144.00	0.00
520320 - Professional Services	0.00	0.00	554.20	0.00	0.00	0.00
520501 - Professional Dues & Membership	0.00	0.00	0.00	0.00	0.00	0.00
520503 - Conferences & Meetings	0.00	0.00	1,259.70	0.00	0.00	0.00
520504 - Publications	0.00	0.00	0.00	0.00	0.00	0.00
520701 - General Liability Insurance Exp	0.00	0.00	0.00	0.00	0.00	0.00
520750 - Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00
520801 - Mileage Reimbursement	0.00	0.00	0.00	127.10	349.92	0.00
520802 - Vehicle Allowance	0.00	0.00	0.00	0.00	0.00	0.00
520803 - Travel Reimbursement	0.00	0.00	5,885.55	0.00	0.00	0.00
520805 - Supplies & Meals Reimbursement	0.00	0.00	635.52	0.00	0.00	0.00
520904 - Computer Install & Maintenance	0.00	0.00	50,754.06	0.00	0.00	0.00
Total Expense	<u>4,669.74</u>	<u>5,371.89</u>	<u>2,599,613.06</u>	<u>1,626.05</u>	<u>50,144.69</u>	<u>171,229.90</u>
Net Ordinary Income	-619.74	753.11	471,440.70	-1,051.05	4,487.25	0.00
Other Income/Expense						
Other Expense						
529996 - Attributed OPEB Expense	0.00	0.00	0.00	0.00	0.00	0.00
529997 - Unallocated Admin. Svcs - RGS	0.00	0.00	0.00	0.00	0.00	0.00
529999 - Allocated Unbillable Expenses	260.58	394.09	197,595.18	37.00	3,515.08	0.00
Total Other Expense	<u>260.58</u>	<u>394.09</u>	<u>197,595.18</u>	<u>37.00</u>	<u>3,515.08</u>	<u>0.00</u>
Net Other Income	<u>-260.58</u>	<u>-394.09</u>	<u>-197,595.18</u>	<u>-37.00</u>	<u>-3,515.08</u>	<u>0.00</u>
Net Income	<u>-880.32</u>	<u>359.02</u>	<u>273,845.52</u>	<u>-1,088.05</u>	<u>972.17</u>	<u>0.00</u>

Regional Government Services
Profit & Loss by Class
July 2011 through February 2012

	Marin Transit	MEA	Menlo Park FPD	MERA	MGSA	Milbrae
Ordinary Income/Expense						
Income						
440301 - Client Billings	599,909.51	0.00	75,560.06	60,000.00	180,341.36	6,300.00
440400 - LGS - Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00
440410 - Client Administration Fees	-314,157.95	0.00	0.00	0.00	0.00	0.00
440420 - Finance Charges	0.00	0.00	0.00	0.00	0.00	0.00
480000 - Miscellaneous Income	2,256.16	0.00	0.00	0.00	3,688.29	201.00
Total Income	288,007.72	0.00	75,560.06	60,000.00	184,029.65	6,501.00
Gross Profit	288,007.72	0.00	75,560.06	60,000.00	184,029.65	6,501.00
Expense						
511010 - Salaries - Regular	146,393.58	0.00	60,714.50	47,025.60	137,912.03	5,040.00
511072 - Salaries - Nonbillable	0.00	0.00	0.00	0.00	0.00	0.00
512002 - Medicare Employer Expense	2,109.80	0.00	880.42	681.92	2,008.88	73.08
512003 - Workers' Comp Exp clerical	0.00	0.00	0.00	0.00	0.00	0.00
512004 - Employee Assistance Program	0.00	0.00	0.00	0.00	0.00	0.00
512005 - Health Insurance Expense	4,122.80	472.49	0.00	0.00	4,574.84	0.00
512006 - Dental Insurance Expense	1,613.70	0.00	0.00	0.00	465.92	0.00
512007 - Vision Insurance Expense	244.48	-78.70	0.00	0.00	122.24	0.00
512008 - Life Insurance Expense	314.36	0.00	0.00	0.00	167.04	0.00
512009 - Long Term Disability Expense	535.78	0.00	0.00	0.00	284.96	0.00
512011 - Stars 401A Expense	13,981.26	0.00	4,835.25	4,702.56	13,791.18	504.00
512014 - Short Term Disability Expense	531.76	0.00	0.00	0.00	282.88	0.00
512018 - FSA Health & Day Care Expense	0.00	0.00	0.00	0.00	0.00	0.00
520104 - Telephone/Internet	0.00	0.00	0.00	0.00	0.00	0.00
520105 - Cell Phones	0.00	0.00	0.00	0.00	0.00	0.00
520107 - ADP Payroll Fees	0.00	0.00	0.00	0.00	0.00	0.00
520201 - Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00
520202 - Bank Fees & Services	0.00	0.00	0.00	0.00	0.00	0.00
520204 - Printing & Postage	0.00	0.00	0.00	0.00	0.00	0.00
520301 - Audit Services	0.00	0.00	0.00	0.00	0.00	0.00
520302 - Legal Services	0.00	0.00	0.00	0.00	0.00	0.00
520320 - Professional Services	0.00	0.00	0.00	0.00	0.00	0.00
520501 - Professional Dues & Membership	0.00	0.00	100.00	0.00	0.00	0.00
520503 - Conferences & Meetings	0.00	0.00	0.00	0.00	0.00	0.00
520504 - Publications	0.00	0.00	0.00	0.00	0.00	0.00
520701 - General Liability Insurance Exp	0.00	0.00	0.00	0.00	0.00	0.00
520750 - Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00
520801 - Mileage Reimbursement	155.13	0.00	124.89	0.00	2,889.98	0.00
520802 - Vehicle Allowance	0.00	0.00	0.00	0.00	0.00	0.00
520803 - Travel Reimbursement	3,667.10	0.00	0.00	0.00	0.00	0.00
520805 - Supplies & Meals Reimbursement	0.00	0.00	0.00	0.00	476.58	0.00
520904 - Computer Install & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	173,669.75	393.79	66,655.06	52,410.08	162,976.53	5,617.08
Net Ordinary Income	114,337.97	-393.79	8,905.00	7,589.92	21,053.12	883.92
Other Income/Expense						
Other Expense						
529996 - Attributed OPEB Expense	0.00	0.00	0.00	0.00	0.00	0.00
529997 - Unallocated Admin. Svcs - RGS	0.00	0.00	0.00	0.00	0.00	0.00
529999 - Allocated Unbillable Expenses	18,530.75	0.00	7,101.28	3,860.47	11,840.68	418.28
Total Other Expense	18,530.75	0.00	7,101.28	3,860.47	11,840.68	418.28
Net Other Income	-18,530.75	0.00	-7,101.28	-3,860.47	-11,840.68	-418.28
Net Income	95,807.22	-393.79	1,803.72	3,729.45	9,212.44	465.64

Regional Government Services
Profit & Loss by Class
July 2011 through February 2012

	MMWD	MPFPD	MTC	MTD	Rohnert Park	San Mateo Co.
Ordinary Income/Expense						
Income						
440301 - Client Billings	59,161.90	34,809.14	156,031.03	0.00	58,580.00	6,076.15
440400 - LGS - Admin. Services	0.00	0.00	-37,136.18	0.00	0.00	0.00
440410 - Client Administration Fees	0.00	0.00	0.00	0.00	0.00	0.00
440420 - Finance Charges	0.00	0.00	0.00	0.00	0.00	0.00
480000 - Miscellaneous Income	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	59,161.90	34,809.14	118,894.85	0.00	58,580.00	6,076.15
Gross Profit	59,161.90	34,809.14	118,894.85	0.00	58,580.00	6,076.15
Expense						
511010 - Salaries - Regular	46,830.00	21,205.90	86,650.26	5,750.56	45,690.57	1,339.25
511072 - Salaries - Nonbillable	0.00	0.00	0.00	0.00	0.00	0.00
512002 - Medicare Employer Expense	679.03	307.49	1,244.00	83.13	651.25	19.51
512003 - Workers' Comp Exp clerical	0.00	0.00	0.00	0.00	0.00	0.00
512004 - Employee Assistance Program	0.00	0.00	0.00	0.00	0.00	0.00
512005 - Health Insurance Expense	0.00	0.00	16,788.57	88.91	5,971.06	32.43
512006 - Dental Insurance Expense	0.00	0.00	2,279.00	0.00	0.00	0.00
512007 - Vision Insurance Expense	0.00	0.00	507.44	0.00	0.00	0.00
512008 - Life Insurance Expense	0.00	0.00	94.13	0.00	0.00	1.60
512009 - Long Term Disability Expense	0.00	0.00	160.68	0.00	0.00	2.65
512011 - Stars 401A Expense	4,683.00	2,606.29	8,468.65	574.50	4,563.00	99.72
512014 - Short Term Disability Expense	0.00	0.00	159.40	0.00	0.00	1.75
512018 - FSA Health & Day Care Expense	0.00	0.00	0.00	0.00	0.00	0.00
520104 - Telephone/Internet	0.00	0.00	0.00	0.00	0.00	0.00
520105 - Cell Phones	0.00	0.00	0.00	0.00	0.00	0.00
520107 - ADP Payroll Fees	0.00	0.00	0.00	0.00	0.00	0.00
520201 - Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00
520202 - Bank Fees & Services	0.00	0.00	0.00	0.00	0.00	0.00
520204 - Printing & Postage	0.00	0.00	0.00	0.00	0.00	0.00
520301 - Audit Services	0.00	0.00	0.00	0.00	0.00	0.00
520302 - Legal Services	0.00	0.00	198.00	0.00	0.00	0.00
520320 - Professional Services	0.00	0.00	0.00	0.00	0.00	0.00
520501 - Professional Dues & Membership	0.00	0.00	0.00	0.00	0.00	0.00
520503 - Conferences & Meetings	0.00	0.00	0.00	0.00	0.00	0.00
520504 - Publications	0.00	0.00	0.00	0.00	0.00	0.00
520701 - General Liability Insurance Exp	0.00	0.00	0.00	0.00	0.00	0.00
520750 - Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00
520801 - Mileage Reimbursement	0.00	0.00	2,020.22	84.36	0.00	0.00
520802 - Vehicle Allowance	0.00	0.00	0.00	0.00	0.00	0.00
520803 - Travel Reimbursement	0.00	0.00	324.50	0.00	0.00	0.00
520805 - Supplies & Meals Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00
520904 - Computer Install & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	52,192.03	24,119.68	118,894.85	6,581.46	56,875.88	1,496.91
Net Ordinary Income	6,969.87	10,689.46	0.00	-6,581.46	1,704.12	4,579.24
Other Income/Expense						
Other Expense						
529996 - Attributed OPEB Expense	0.00	0.00	0.00	0.00	0.00	0.00
529997 - Unallocated Admin. Svcs - RGS	0.00	0.00	0.00	0.00	0.00	0.00
529999 - Allocated Unbillable Expenses	3,806.55	0.00	10,039.22	0.00	3,769.11	390.95
Total Other Expense	3,806.55	0.00	10,039.22	0.00	3,769.11	390.95
Net Other Income	-3,806.55	0.00	-10,039.22	0.00	-3,769.11	-390.95
Net Income	3,163.32	10,689.46	-10,039.22	-6,581.46	-2,064.99	4,188.29

Regional Government Services
Profit & Loss by Class
July 2011 through February 2012

	San Rafael	Sausalito	SMARTD	Stars	TAM	TJPA
Ordinary Income/Expense						
Income						
440301 - Client Billings	97,112.94	120,666.64	75.00	0.00	0.00	0.00
440400 - LGS - Admin. Services	0.00	0.00	0.00	0.00	0.00	93,919.68
440410 - Client Administration Fees	0.00	0.00	0.00	0.00	0.00	0.00
440420 - Finance Charges	0.00	0.00	0.00	0.00	0.00	0.00
480000 - Miscellaneous Income	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	97,112.94	120,666.64	75.00	0.00	0.00	93,919.68
Gross Profit	97,112.94	120,666.64	75.00	0.00	0.00	93,919.68
Expense						
511010 - Salaries - Regular	84,102.02	94,560.00	45.00	4,900.81	0.00	82,433.20
511072 - Salaries - Nonbillable	0.00	0.00	0.00	0.00	0.00	0.00
512002 - Medicare Employer Expense	1,231.60	1,391.92	0.64	71.95	0.00	1,209.52
512003 - Workers' Comp Exp clerical	0.00	0.00	0.00	0.00	0.00	0.00
512004 - Employee Assistance Program	0.00	0.00	0.00	0.00	0.00	0.00
512005 - Health Insurance Expense	4,574.84	0.00	6.95	323.84	0.00	42.51
512006 - Dental Insurance Expense	465.92	465.92	0.00	50.97	0.00	21.20
512007 - Vision Insurance Expense	188.72	122.24	0.00	9.71	0.00	5.35
512008 - Life Insurance Expense	239.94	313.28	0.00	15.91	0.00	1.67
512009 - Long Term Disability Expense	411.58	540.00	0.00	26.42	0.00	2.78
512011 - Stars 401A Expense	10,232.96	9,000.00	4.50	730.54	0.00	10,001.61
512014 - Short Term Disability Expense	371.92	476.80	0.00	17.49	0.00	1.84
512018 - FSA Health & Day Care Expense	0.00	0.00	0.00	0.00	0.00	0.00
520104 - Telephone/Internet	0.00	0.00	0.00	0.00	0.00	0.00
520105 - Cell Phones	0.00	0.00	0.00	0.00	0.00	0.00
520107 - ADP Payroll Fees	0.00	0.00	0.00	0.00	0.00	0.00
520201 - Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00
520202 - Bank Fees & Services	0.00	0.00	0.00	0.00	0.00	0.00
520204 - Printing & Postage	251.96	0.00	0.00	0.00	0.00	0.00
520301 - Audit Services	0.00	0.00	0.00	0.00	0.00	0.00
520302 - Legal Services	0.00	0.00	0.00	0.00	227.30	0.00
520320 - Professional Services	0.00	0.00	0.00	0.00	1,803.50	200.00
520501 - Professional Dues & Membership	0.00	0.00	0.00	0.00	0.00	0.00
520503 - Conferences & Meetings	0.00	0.00	0.00	0.00	0.00	0.00
520504 - Publications	0.00	0.00	0.00	0.00	290.00	0.00
520701 - General Liability Insurance Exp	0.00	0.00	0.00	0.00	0.00	0.00
520750 - Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00
520801 - Mileage Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00
520802 - Vehicle Allowance	0.00	0.00	0.00	0.00	0.00	0.00
520803 - Travel Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00
520805 - Supplies & Meals Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00
520904 - Computer Install & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	102,071.46	106,870.16	57.09	6,147.64	2,320.80	93,919.68
Net Ordinary Income	-4,958.52	13,796.48	17.91	-6,147.64	-2,320.80	0.00
Other Income/Expense						
Other Expense						
529996 - Attributed OPEB Expense	0.00	0.00	0.00	0.00	0.00	0.00
529997 - Unallocated Admin. Svcs - RGS	0.00	0.00	0.00	0.00	0.00	0.00
529999 - Allocated Unbillable Expenses	6,248.56	7,763.83	4.83	0.00	0.00	0.00
Total Other Expense	6,248.56	7,763.83	4.83	0.00	0.00	0.00
Net Other Income	-6,248.56	-7,763.83	-4.83	0.00	0.00	0.00
Net Income	-11,207.08	6,032.65	13.08	-6,147.64	-2,320.80	0.00

Regional Government Services
Profit & Loss by Class
July 2011 through February 2012

	Twin Cities Police	Vallejo	VCTC2	Walnut Creek	Yountville	TOTAL
Ordinary Income/Expense						
Income						
440301 - Client Billings	180.00	28,419.50	28,502.00	38,429.26	65,915.54	4,905,493.07
440400 - LGS - Admin. Services	0.00	0.00	0.00	0.00	0.00	770,000.00
440410 - Client Administration Fees	0.00	0.00	0.00	0.00	0.00	-255,364.96
440420 - Finance Charges	0.00	0.00	0.00	0.00	0.00	5,175.21
480000 - Miscellaneous Income	0.00	300.00	0.00	0.00	144.00	99,309.92
Total Income	180.00	28,719.50	28,502.00	38,429.26	66,059.54	5,524,613.24
Gross Profit	180.00	28,719.50	28,502.00	38,429.26	66,059.54	5,524,613.24
Expense						
511010 - Salaries - Regular	120.00	15,600.00	24,562.84	34,817.50	57,824.26	3,936,010.88
511072 - Salaries - Nonbillable	0.00	0.00	0.00	0.00	0.00	24,163.00
512002 - Medicare Employer Expense	1.70	226.19	356.19	504.86	838.58	57,280.79
512003 - Workers' Comp Exp clerical	0.00	0.00	0.00	0.00	0.00	43,726.00
512004 - Employee Assistance Program	0.00	0.00	0.00	0.00	0.00	3,588.50
512005 - Health Insurance Expense	15.88	0.00	14.99	0.00	15.58	142,914.70
512006 - Dental Insurance Expense	0.00	0.00	38.21	0.00	15.51	36,290.22
512007 - Vision Insurance Expense	0.00	0.00	10.02	0.00	4.07	6,799.58
512008 - Life Insurance Expense	0.00	0.00	0.00	0.00	0.00	8,313.99
512009 - Long Term Disability Expense	0.00	0.00	0.00	0.00	0.00	14,055.09
512011 - Stars 401A Expense	12.00	1,560.00	2,451.69	3,481.75	5,836.85	390,003.20
512014 - Short Term Disability Expense	0.00	0.00	0.00	0.00	0.00	12,825.58
512018 - FSA Health & Day Care Expense	0.00	0.00	0.00	0.00	0.00	1,199.90
520104 - Telephone/Internet	0.00	0.00	0.00	0.00	0.00	1,568.42
520105 - Cell Phones	0.00	0.00	0.00	0.00	0.00	455.39
520107 - ADP Payroll Fees	0.00	0.00	0.00	0.00	0.00	15,954.70
520201 - Office Supplies	0.00	0.00	0.00	0.00	0.00	53.86
520202 - Bank Fees & Services	0.00	0.00	0.00	0.00	0.00	3,859.82
520204 - Printing & Postage	0.00	0.00	0.00	0.00	0.00	496.83
520301 - Audit Services	0.00	0.00	0.00	0.00	0.00	17,350.00
520302 - Legal Services	0.00	0.00	219.00	339.00	0.00	30,330.85
520320 - Professional Services	0.00	0.00	251.00	0.00	3,114.00	83,595.89
520501 - Professional Dues & Membership	0.00	0.00	0.00	0.00	0.00	4,504.75
520503 - Conferences & Meetings	0.00	0.00	0.00	0.00	100.00	15,027.12
520504 - Publications	0.00	0.00	0.00	0.00	0.00	290.00
520701 - General Liability Insurance Exp	0.00	0.00	0.00	0.00	0.00	156,712.00
520750 - Interest Expense	0.00	0.00	0.00	0.00	0.00	1,370.62
520801 - Mileage Reimbursement	0.00	295.26	14.69	0.00	0.00	10,985.35
520802 - Vehicle Allowance	0.00	0.00	0.00	0.00	0.00	165.38
520803 - Travel Reimbursement	0.00	0.00	0.00	0.00	0.00	17,236.96
520805 - Supplies & Meals Reimbursement	0.00	0.00	0.00	0.00	0.00	1,322.42
520904 - Computer Install & Maintenance	0.00	0.00	0.00	0.00	0.00	95,860.62
Total Expense	149.58	17,681.45	27,918.63	39,143.11	67,748.85	5,134,312.41
Net Ordinary Income	30.42	11,038.05	583.37	-713.85	-1,689.31	390,300.83
Other Income/Expense						
Other Expense						
529996 - Attributed OPEB Expense	0.00	0.00	0.00	0.00	0.00	55,336.00
529997 - Unallocated Admin. Svcs - RGS	0.00	0.00	0.00	0.00	0.00	-304,616.62
529999 - Allocated Unbillable Expenses	11.58	2,084.62	1,643.72	2,472.58	4,250.15	304,616.62
Total Other Expense	11.58	2,084.62	1,643.72	2,472.58	4,250.15	55,336.00
Net Other Income	-11.58	-2,084.62	-1,643.72	-2,472.58	-4,250.15	-55,336.00
Net Income	18.84	8,953.43	-1,060.35	-3,186.43	-5,939.46	334,964.83

Regional Government Services

Balance Sheet

As of February 29, 2012

	<u>Feb 29, 12</u>
ASSETS	
Current Assets	
Checking/Savings	
110010 · Wells Fargo - Cash	299,862.91
110030 · LAIF Account	29,033.64
110040 · CalTRUST Medium Term Fund	2,565,673.52
110050 · CalTRUST Short Term Fund	207,834.28
Total Checking/Savings	<u>3,102,404.35</u>
Accounts Receivable	
131130 · Accounts Receivable	1,484,251.59
Total Accounts Receivable	<u>1,484,251.59</u>
Other Current Assets	
120010 · Prepaid Insurance	100,220.00
131131 · Accounts Receivable - Misc	5,660.06
Total Other Current Assets	<u>105,880.06</u>
Total Current Assets	<u>4,692,536.00</u>
Other Assets	
160001 · Workers Comp Deposits/Credits	4,280.00
Total Other Assets	<u>4,280.00</u>
TOTAL ASSETS	<u><u>4,696,816.00</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
220010 · Accounts Payable	24,923.02
Total Accounts Payable	<u>24,923.02</u>
Other Current Liabilities	
214060 · Due to LGS	2,184,731.33
221003 · 457/401A Retirement Liability	37,592.27
221006 · FSA Liability	1,727.91
221015 · Health Insurance Liability	-24,932.78
221016 · Long Term Disability Liability	1,673.44
221017 · Short Term Disability Liability	1,561.85
221023 · Dental Insurance Liability	-4,095.10
221024 · Vision Insurance Liability	-962.82
221025 · Life Insurance/AD&D Liability	991.96
230060 · Accrued Salaries, Wages & Taxes	249,045.19
240010 · Deferred Revenue	901,249.66
250001 · Accrued Vacation, Sick, Admin	233,592.83
Total Other Current Liabilities	<u>3,582,175.74</u>
Total Current Liabilities	<u>3,607,098.76</u>
Long Term Liabilities	
260001 · Gen Liab Ins Claims Payable	120,434.00
260002 · Other Post Employment Benefits	165,336.00
Total Long Term Liabilities	<u>285,770.00</u>
Total Liabilities	<u>3,892,868.76</u>
Equity	
370000 · Fund Bal Unreserved/Unrestrictd	468,982.41
Net Income	334,964.83
Total Equity	<u>803,947.24</u>
TOTAL LIABILITIES & EQUITY	<u><u>4,696,816.00</u></u>



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

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TO: EXECUTIVE COMMITTEE **EC Meeting: 5-17-12**
FROM: RICHARD H. AVERETT, CFO/Treasurer **Item: 4B**
SUBJECT: PAYMENTS MADE DECEMBER 2011 THROUGH FEBRUARY 2012

RECOMMENDATION

Review and approve expenditures made by the JPA for the period(s) indicated.

BACKGROUND

The Executive Committee reviews and approves expenditures made by the JPA on a monthly basis. This approval process is a component of the JPA's internal controls.

The following procedures are being implemented to maintain effective internal controls.

1. Invoices are received by staff or the JPA fiscal agent, McGilloway Ray Brown & Kaufman Accounting and Consulting (MRBK);
2. The fiscal agent reviews for accuracy, including reviewing payments for employee benefits against payroll and employee census data, and prepares checks and supporting documentation for Executive Director;
3. Invoices are approved for payment by the Executive Director;
4. The Executive Director reviews and signs/authorizes the check or electronic payment;
5. MRBK prepares and submits to our bank, Wells Fargo, a wire transfer record, and the Executive Director or his designee electronically reviews and approves each wire; and
6. All payments are brought to the next Executive Committee meeting for review and approval.

FISCAL IMPACT

The net impact of all payments and deposits made this period maintains a minimal bank cash balance consistent with meeting funding obligations, while maximizing interest earnings in the Local Agency Investment Fund (LAIF) and CalTrust medium term and short term investment pools. Note that any apparent negative bank balances at the end of a month are due to timing of expenses consistent with accrual accounting. Staff seeks to minimize bank charges at all times.

The fiscal impact of approving the attached list of expenditures is included in the approved FY2012 budget or in subsequently approved action by the Executive Committee.

Regional Government Services
Account QuickReport
As of February 29, 2012

Type	Date	Num	Name	Memo	Clr	Amount	Balance
110010 - Wells Fargo - Cash							129,739.79
Payment	12/02/2011	37569	Yountville		√	11,235.96	140,975.75
Deposit	12/02/2011			Deposit	√	202,586.71	343,562.46
Transfer	12/02/2011			Funds Transfer	√	60,000.00	403,562.46
Transfer	12/02/2011			Funds Transfer	√	-200,000.00	203,562.46
Check	12/02/2011	EFT	LGS	ZBA Transfer	√	-370.68	203,191.78
Check	12/02/2011	EFT	ADP Fees	Payroll Fees	√	-425.33	202,766.45
Payment	12/05/2011	202943	Rohnert Park		√	5,280.00	208,046.45
Payment	12/05/2011	029151	VCTC2		√	5,547.00	213,593.45
Payment	12/05/2011	8841902	Consortium IV		√	3,900.00	217,493.45
Transfer	12/06/2011			Funds Transfer	√	275,000.00	492,493.45
Check	12/06/2011	EFT	LGS	ZBA Transfer	√	-198,741.91	293,751.54
Check	12/06/2011	EFT	ADP Net Checks	11/30 Payroll	√	-174,555.68	119,195.86
Check	12/06/2011	EFT	ADP FWH/SWH/MED	11/30 Payroll	√	-54,967.58	64,228.28
Check	12/06/2011	EFT	ADP FWH/SWH/MED	W-2's, Yr. End Processing	√	-664.22	63,564.06
Deposit	12/07/2011			Deposit	√	167,667.02	231,231.08
Check	12/07/2011	EFT	LGS	ZBA Transfer	√	-8,864.31	222,366.77
Transfer	12/07/2011			Funds Transfer	√	-50,000.00	172,366.77
Check	12/07/2011	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-23,289.96	149,076.81
Check	12/07/2011	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-8,677.21	140,399.60
Check	12/08/2011	2775	Connie Davis	320 hrs severance plus 32 hrs for 12/1-12/6	√	-12,556.09	127,843.51
Transfer	12/08/2011			Funds Transfer	√	-100,000.00	27,843.51
Check	12/08/2011	EFT	LGS	ZBA Transfer	√	-35,850.58	-8,007.07
Check	12/09/2011	EFT	LGS	ZBA Transfer	√	-35,995.97	-44,003.04
Check	12/12/2011	EFT	LGS	ZBA Transfer	√	-5,511.13	-49,514.17
Check	12/12/2011	EFT	ADP Fees	Payroll Fees	√	-204.70	-49,718.87
Payment	12/13/2011	1573	GCHP		√	380,048.05	330,329.18
Transfer	12/14/2011			Funds Transfer	√	-325,000.00	5,329.18
Check	12/14/2011	EFT	Flex-Plan Services Inc	Jan Transit Pass LGS plus Branson	√	-1,129.00	4,200.18
Deposit	12/16/2011			Deposit	√	14,500.00	18,700.18
Check	12/16/2011	EFT	LGS	ZBA Transfer	√	-3,158.83	15,541.35
Check	12/16/2011	EFT	ADP Fees	Payroll Fees	√	-480.24	15,061.11
Payment	12/19/2011	2000397949	MGSA		√	5,630.45	20,691.56
Transfer	12/19/2011			Funds Transfer	√	12,000.00	32,691.56
Payment	12/20/2011	2000398217	MGSA		√	16,911.05	49,602.61
Deposit	12/21/2011			Deposit	√	200,000.00	249,602.61
Deposit	12/21/2011			Deposit	√	14,676.20	264,278.81
Payment	12/21/2011	1109491	Stockton		√	10,451.69	274,730.50
Payment	12/21/2011	2000398472	Marin Transit District		√	19,317.89	294,048.39

Regional Government Services
Account QuickReport
As of February 29, 2012

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Transfer	12/21/2011			Funds Transfer	√	510,000.00	804,048.39
Check	12/21/2011	EFT	LGS	ZBA Transfer	√	-242,164.82	561,883.57
Check	12/21/2011	EFT	ADP Net Checks	12/15 Payroll	√	-196,818.24	365,065.33
Check	12/21/2011	EFT	ADP FWH/SWH/MED	12/15 Payroll	√	-15,436.58	349,628.75
Check	12/21/2011	EFT	ADP FWH/SWH/MED	12/15 Payroll	√	-664.21	348,964.54
Payment	12/22/2011	122211	GCHP		√	58,029.35	406,993.89
Check	12/22/2011	EFT	LGS	ZBA Transfer	√	-49,292.53	357,701.36
Check	12/22/2011	EFT	ADP Net Checks	12/15 Payroll	√	-65,617.78	292,083.58
Check	12/23/2011	2777	Jefferson Kise	Dec Expenses	√	-106.70	291,976.88
Check	12/23/2011	2778	CalPERS	100000013037256-Jan Premium	√	-24,756.57	267,220.31
Check	12/23/2011	2779	Myrna Lebert	Nov Expenses	√	-608.81	266,611.50
Check	12/23/2011	2780	Sophia Selivanoff	Oct Expenses	√	-130.98	266,480.52
Bill Pmt -Check	12/23/2011	2776	McGilloway, Ray, Brown & Kaufman		√	-10,829.84	255,650.68
Check	12/23/2011	2781	Allied Administrators	Jan Premium Employer ID #79360-7917-7155	√	-4,730.13	250,920.55
Bill Pmt -Check	12/23/2011	2782	Brian Rowlett	bill #117 for Jun 28-12/7, 2011	√	-850.00	250,070.55
Bill Pmt -Check	12/23/2011	2783	Claremont	Invoice 25403-Dec EAP	√	-355.50	249,715.05
Bill Pmt -Check	12/23/2011	2784	Federal Express	Inv 7-728-18938 Acct 2594-1610-8	√	-29.27	249,685.78
Bill Pmt -Check	12/23/2011	2785	Megapath	Dec invoice 47656588 acct 30542755	√	-234.73	249,451.05
Bill Pmt -Check	12/23/2011	2786	Meyers Nave	Dec invoice 2011110917	√	-2,331.18	247,119.87
Bill Pmt -Check	12/23/2011	2787	Terry Reomer	Invoice #8	√	-352.50	246,767.37
Bill Pmt -Check	12/23/2011	2788	US Bank	Charges 10/27 to 10/29 for statement cut off 11/07/	√	-8,614.38	238,152.99
Transfer	12/23/2011			Funds Transfer	√	-135,000.00	103,152.99
Transfer	12/23/2011			Funds Transfer	√	-83,000.00	20,152.99
Check	12/23/2011	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-25,868.03	-5,715.04
Check	12/23/2011	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-9,780.08	-15,495.12
Check	12/23/2011	EFT	ADP Fees	Payroll Fees	√	-7.30	-15,502.42
Check	12/23/2011	EFT	LGS	ZBA Transfer	√	-12,133.77	-27,636.19
Check	12/27/2011	EFT	LGS	ZBA Transfer	√	-40,269.58	-67,905.77
Payment	12/28/2011	132257	Sausalito		√	15,083.33	-52,822.44
Payment	12/28/2011	009794	Menlo Park FPD		√	7,252.64	-45,569.80
Payment	12/28/2011	26219	San Rafael		√	4,134.46	-41,435.34
Deposit	12/28/2011			Deposit	√	194,094.95	152,659.61
Payment	12/29/2011	203498	Rohnert Park		√	5,620.00	158,279.61
Payment	12/29/2011	037684	Yountville		√	11,795.14	170,074.75
Payment	12/29/2011	8853086	Consortium IV		√	24,182.00	194,256.75
Transfer	12/29/2011			Funds Transfer	√	-154,000.00	40,256.75
Transfer	12/30/2011			Funds Transfer	√	-68,000.00	-27,743.25
Check	12/30/2011	EFT	ADP Fees	Payroll Fees	√	-667.75	-28,411.00
Check	12/30/2011	EFT	LGS	ZBA Transfer	√	-658.13	-29,069.13

Regional Government Services
Account QuickReport
As of February 29, 2012

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Bill Pmt -Check	12/31/2011	2789	Employment Development Dept	Acct. No. 932-0533-4 3rd QTR 2011 4 Claimants	√	-14,483.87	-43,553.00
Payment	01/03/2012	010312	Larkspur		√	8,790.94	-34,762.06
Payment	01/03/2012	010312	MERA		√	7,500.00	-27,262.06
Payment	01/03/2012	2000400345	MGSA		√	2,628.21	-24,633.85
Check	01/05/2012	EFT	LGS	ZBA Transfer	√	-35,958.34	-60,592.19
Payment	01/06/2012	2000400945	Marin Transit District		√	102,000.00	41,407.81
Payment	01/06/2012	2000403087	MGSA		√	22,541.50	63,949.31
Deposit	01/06/2012			Deposit	√	9.94	63,959.25
Transfer	01/06/2012			Funds Transfer	√	401,000.00	464,959.25
Check	01/06/2012	EFT	LGS	ZBA Transfer	√	-143,660.32	321,298.93
Check	01/06/2012	EFT	ADP Net Checks	12/31 Payroll	√	-163,337.33	157,961.60
Check	01/06/2012	EFT	ADP FWH/SWH/MED	112/31 Payroll	√	-50,244.48	107,717.12
Check	01/06/2012	EFT	ADP Fees	Payroll Fees	√	-234.72	107,482.40
Check	01/06/2012	EFT	ADP Fees	Payroll Fees	√	-171.50	107,310.90
Transfer	01/09/2012			Funds Transfer	√	28,000.00	135,310.90
Check	01/09/2012	EFT	LGS	ZBA Transfer	√	-57,766.27	77,544.63
Check	01/09/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-995.70	76,548.93
Check	01/10/2012	2790	Richard Averett	Nov Expenses	√	-376.44	76,172.49
Check	01/10/2012	2791	Brenton Santos-Smith	Dec Expenses	√	-16.20	76,156.29
Check	01/10/2012	2792	Jeff Rawles	Dec Expenses	√	-644.63	75,511.66
Check	01/10/2012	2793	Glen Lazoff	Dec Expenses	√	-618.63	74,893.03
Check	01/10/2012	2794	Mark Jones	Dec Expenses	√	-530.94	74,362.09
Bill Pmt -Check	01/10/2012	2795	Employment Research Services	Multiple	√	-1,335.20	73,026.89
Deposit	01/10/2012			Deposit	√	150,420.67	223,447.56
Check	01/10/2012	EFT	LGS	ZBA Transfer	√	-10,397.63	213,049.93
Check	01/10/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-22,009.11	191,040.82
Check	01/10/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-9,739.15	181,301.67
Payment	01/11/2012	286115	San Rafael		√	1,388.41	182,690.08
Transfer	01/11/2012			Funds Transfer	√	-96,000.00	86,690.08
Check	01/11/2012	EFT	LGS	ZBA Transfer	√	-38,598.63	48,091.45
Check	01/11/2012	EFT	Wells Fargo Bank	Service Charge	√	-250.43	47,841.02
Check	01/11/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-474.24	47,366.78
Check	01/11/2012	EFT	Flex-Plan Services Inc	Feb Transit Pass LGS/RGS	√	-1,260.00	46,106.78
Deposit	01/13/2012			Deposit	√	16,575.46	62,682.24
Check	01/13/2012	EFT	LGS	ZBA Transfer	√	-36,634.47	26,047.77
Check	01/13/2012	EFT	ADP Fees	Payroll Fees	√	-548.07	25,499.70
Deposit	01/17/2012			Deposit	√	100.00	25,599.70
Payment	01/17/2012	1055484	MMWD		√	10,574.10	36,173.80
Transfer	01/20/2012			Funds Transfer	√	320,000.00	356,173.80

Regional Government Services
Account QuickReport
As of February 29, 2012

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Transfer	01/20/2012			Funds Transfer	√	115,000.00	471,173.80
Check	01/20/2012	EFT	LGS	ZBA Transfer	√	-90,107.84	381,065.96
Check	01/20/2012	EFT	ADP Net Checks	01/15 Payroll	√	-178,582.19	202,483.77
Check	01/20/2012	EFT	ADP FWH/SWH/MED	01/15 Payroll	√	-57,257.79	145,225.98
Check	01/20/2012	EFT	ADP Fees	Payroll Fees	√	-171.50	145,054.48
Check	01/20/2012	EFT	ADP Fees	Payroll Fees	√	-7.30	145,047.18
Check	01/23/2012	EFT	LGS	ZBA Transfer	√	-24,756.69	120,290.49
Payment	01/24/2012	286366	San Rafael		√	4,500.00	124,790.49
Payment	01/25/2012	7003000621	MERA		√	7,500.00	132,290.49
Check	01/25/2012	EFT	LGS	ZBA Transfer	√	-6,468.84	125,821.65
Check	01/25/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-24,505.65	101,316.00
Check	01/25/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-9,848.18	91,467.82
Check	01/27/2012	2797	Allied Administrators	Feb Premium Employer ID #79360-7917-7155	√	-4,846.61	86,621.21
Check	01/27/2012	2798	Vision Service Plan	Jan premiums 12 275218 0002	√	-962.82	85,658.39
Check	01/27/2012	2799	Vision Service Plan	Feb premiums 12 275218 0002	√	-1,027.02	84,631.37
Check	01/27/2012	2800	Reliance	Dec Contributions	√	-4,511.66	80,119.71
Check	01/27/2012	2801	Sean Hedgpeth	Severance through 1/31/12	√	-2,006.37	78,113.34
Check	01/27/2012	2802	CalPERS	100000013057110-Feb Premium	√	-17,425.40	60,687.94
Bill Pmt -Check	01/27/2012	2803	US Bank	Charges 12/07 to 1/6 for statement cut off 01/06/12	√	-13,079.81	47,608.13
Payment	01/27/2012	37836	Yountville		√	7,098.35	54,706.48
Payment	01/27/2012	2000404670	Marin Transit District		√	22,335.70	77,042.18
Deposit	01/27/2012			Deposit	√	1,141.90	78,184.08
Payment	01/27/2012	058136	City of Clear Lake		√	19,674.34	97,858.42
Check	01/27/2012	EFT	LGS	ZBA Transfer	√	-338.97	97,519.45
Check	01/27/2012	EFT	ADP Fees	Payroll Fees	√	-435.14	97,084.31
Check	01/27/2012	EFT	ADP Fees	Payroll Fees	√	-9.94	97,074.37
Bill Pmt -Check	01/30/2012	2804	California Chamber of Commerce	English Poster: Invoice 10567603	√	-32.75	97,041.62
Check	01/30/2012	2805	Jefferson Kise	Jan Expenses	√	-230.33	96,811.29
Check	01/30/2012	2806	Sandra Sato	Dec Expenses	√	-847.00	95,964.29
Check	01/30/2012	2807	Assoc of Bay Area Governments	Herb Pike Jan Expenses		-48.84	95,915.45
Check	01/30/2012	2808	Jennifer Bower	Dec Expenses		-159.73	95,755.72
Check	01/30/2012	2809	Sophia Selivanoff	Dec Expenses		-139.86	95,615.86
Check	01/30/2012	2810	Michael Garvey	Jan mileage expenses	√	-121.63	95,494.23
Payment	01/30/2012	8883842	Consortium IV		√	3,900.00	99,394.23
Payment	01/30/2012	8883843	Consortium IV		√	24,182.00	123,576.23
Payment	01/30/2012	8883844	Consortium IV		√	3,900.00	127,476.23
Payment	01/30/2012	55954	Larkspur		√	8,993.44	136,469.67
Payment	01/30/2012	132491	Sausalito		√	15,083.33	151,553.00
Payment	01/30/2012	2059830	County of San Mateo		√	4,380.00	155,933.00

Regional Government Services
Account QuickReport
As of February 29, 2012

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Payment	01/30/2012	1724	GCHP		√	399,645.91	555,578.91
Deposit	01/30/2012			Deposit	√	14,104.60	569,683.51
Deposit	01/30/2012			Deposit	√	185,000.00	754,683.51
Check	01/30/2012	EFT	LGS	ZBA Transfer	√	-5,634.97	749,048.54
Bill Pmt -Check	01/31/2012	2811	Christopher Nelson		√	-48.75	748,999.79
Check	01/31/2012	2812	Sophia Selivanoff	Jan Expenses		-670.33	748,329.46
Check	01/31/2012	2813	Mark Jones	Jan Expenses	√	-583.16	747,746.30
Check	01/31/2012	2814	Sandra Sato	Jan Expenses	√	-847.00	746,899.30
Check	01/31/2012	2815	Jeff Rawles	Jan Expenses	√	-417.01	746,482.29
Check	01/31/2012	2816	Glen Lazoff	Jan Expenses	√	-124.89	746,357.40
Check	01/31/2012	2817	Richard Averett	Jan Expenses	√	-841.99	745,515.41
Check	01/31/2012	2818	Nancy Mackle	Jan Expenses		-46.00	745,469.41
Transfer	01/31/2012			Funds Transfer	√	-615,000.00	130,469.41
Check	01/31/2012	EFT	LGS	ZBA Transfer	√	-5,436.69	125,032.72
Check	01/31/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-1.30	125,031.42
Payment	02/01/2012	2000405416	MGSA		√	644.63	125,676.05
Check	02/01/2012	EFT	LGS	ZBA Transfer	√	-57,942.49	67,733.56
Transfer	02/01/2012			Funds Transfer	√	-73,000.00	-5,266.44
Payment	02/02/2012	020212	VCTC2		√	4,093.00	-1,173.44
Deposit	02/02/2012			Deposit	√	2,232.50	1,059.06
Check	02/03/2012	EFT	LGS	ZBA Transfer	√	-50.00	1,009.06
Payment	02/06/2012	020612	Rohnert Park		√	6,620.00	7,629.06
Payment	02/06/2012	020612	MTC		√	23,428.55	31,057.61
Payment	02/06/2012	020612	Menlo Park FPD		√	20,122.36	51,179.97
Payment	02/06/2012	020612	City of Clear Lake		√	13,383.30	64,563.27
Deposit	02/06/2012			Deposit	√	7,724.45	72,287.72
Payment	02/06/2012	020612	MMWD		√	663.25	72,950.97
Transfer	02/06/2012			Funds Transfer	√	350,000.00	422,950.97
Check	02/06/2012	EFT	LGS	ZBA Transfer	√	-104,733.06	318,217.91
Check	02/06/2012	EFT	ADP Net Checks	01/31 Payroll	√	-191,435.72	126,782.19
Check	02/06/2012	EFT	ADP Net Checks	01/31 Payroll	√	-171.50	126,610.69
Transfer	02/07/2012			Funds Transfer	√	7,000.00	133,610.69
Check	02/07/2012	EFT	LGS	ZBA Transfer	√	-31,162.36	102,448.33
Check	02/07/2012	EFT	ADP FWH/SWH/MED	01/31 Payroll	√	-62,072.53	40,375.80
Check	02/08/2012	EFT	LGS	ZBA Transfer	√	-6,795.35	33,580.45
Check	02/08/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-26,413.50	7,166.95
Check	02/08/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-10,151.81	-2,984.86
Check	02/08/2012	EFT	ADP Fees	Payroll Fees	√	-17.10	-3,001.96
Deposit	02/10/2012			Deposit	√	163,401.50	160,399.54

Regional Government Services
Account QuickReport
As of February 29, 2012

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Check	02/13/2012	EFT	LGS	ZBA Transfer	√	-205.22	160,194.32
Check	02/13/2012	EFT	Wells Fargo Bank	Service Charge	√	-240.93	159,953.39
Transfer	02/14/2012			Funds Transfer	√	-162,000.00	-2,046.61
Payment	02/15/2012	70030000634	MERA		√	7,500.00	5,453.39
Transfer	02/16/2012			Funds Transfer	√	15,000.00	20,453.39
Payment	02/17/2012	286954	San Rafael		√	4,728.24	25,181.63
Check	02/17/2012	EFT	LGS	ZBA Transfer	√	-25,325.46	-143.83
Check	02/17/2012	EFT	ADP Fees	Payroll Fees	√	-473.37	-617.20
Deposit	02/21/2012			Deposit	√	30,818.65	30,201.45
Payment	02/21/2012	29332	VCTC2		√	4,759.00	34,960.45
Deposit	02/21/2012			Deposit	√	370.00	35,330.45
Check	02/21/2012	EFT	Flex-Plan Services Inc	March Transit Passes	√	-960.00	34,370.45
Payment	02/22/2012	2000409078	MGSA		√	22,958.51	57,328.96
Transfer	02/22/2012			Funds Transfer	√	410,000.00	467,328.96
Check	02/22/2012	EFT	LGS	ZBA Transfer	√	-119,951.36	347,377.60
Check	02/22/2012	EFT	ADP Net Checks	02/15 Payroll	√	-192,766.63	154,610.97
Check	02/22/2012	EFT	ADP Fees	Payroll Fees	√	-171.50	154,439.47
Check	02/23/2012	EFT	LGS	ZBA Transfer	√	-31,318.05	123,121.42
Check	02/23/2012	EFT	Dawn Lambert	EFT Wire P/R Adj	√	-1,692.24	121,429.18
Check	02/23/2012	EFT	ADP FWH/SWH/MED	2/15 Payroll	√	-61,380.27	60,048.91
Check	02/23/2012	EFT	ADP Fees	Payroll Fees	√	-932.69	59,116.22
Deposit	02/24/2012			Deposit	√	14,500.00	73,616.22
Check	02/24/2012	EFT	LGS	ZBA Transfer	√	-6,796.96	66,819.26
Check	02/24/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-26,361.32	40,457.94
Check	02/24/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-11,386.08	29,071.86
Check	02/24/2012	EFT	Glen Lazoff	EE Wire P/R Adj	√	-491.62	28,580.24
Check	02/24/2012	EFT	Anne Oliver	EE Wire P/R Adj	√	-585.06	27,995.18
Check	02/24/2012	EFT	ADP Fees	Payroll Fees	√	-7.30	27,987.88
Bill Pmt -Check	02/27/2012	2819	Employment Research Services	25804, 26124, 26138, 26183, 26199, 26485		-681.90	27,305.98
Bill Pmt -Check	02/27/2012	2820	McGilloway, Ray, Brown & Kaufman		√	-9,136.01	18,169.97
Bill Pmt -Check	02/27/2012	2821	Megapath	Feb Invoice 47772188 acctn 30542755	√	-237.29	17,932.68
Check	02/27/2012	2822	Allied Administrators	Mar Premium Employer ID #79360-7917-7155	√	-4,095.10	13,837.58
Check	02/27/2012	2823	Vision Service Plan	Mar premiums 12 275218 0002	√	-962.82	12,874.76
Check	02/27/2012	2824	Jefferson Kise	Feb Expenses		-165.38	12,709.38
Bill Pmt -Check	02/27/2012	2825	Claremont	Invoice 25601 Jan EAP	√	-355.50	12,353.88
Bill Pmt -Check	02/27/2012	2826	Meyers Nave		√	-9,495.36	2,858.52
Check	02/27/2012	2827	CalPERS	100000013082812-Mar Premium		-24,932.78	-22,074.26
Bill Pmt -Check	02/27/2012	2828	Bartel Associates	Invoice 12-020 Work on Defined Benefit Plan		-5,125.00	-27,199.26
Bill Pmt -Check	02/27/2012	2829	iT Solutions	Invoice 952 Jan 10-Feb 1	√	-830.00	-28,029.26

Regional Government Services

Account QuickReport

As of February 29, 2012

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Bill Pmt -Check	02/27/2012	2830	Mayer Hoffman McCann P.C.			-2,850.00	-30,879.26
Bill Pmt -Check	02/27/2012	2831	Claremont	Invoice 25781 Feb EAP	√	-355.50	-31,234.76
Bill Pmt -Check	02/27/2012	2832	Flex-Plan Services Inc			-575.00	-31,809.76
Bill Pmt -Check	02/27/2012	2833	Employment Development Dept	Acct. No. 932-0533-4 4th QTR 2011 Claimants		-8,271.00	-40,080.76
Deposit	02/28/2012			Deposit	√	142,663.57	102,582.81
Bill Pmt -Check	02/29/2012	2834	Terry Reomer	Invoice #9		-182.00	102,400.81
Check	02/29/2012	2835	Flex-Plan Services Inc	Jan 2012 Health and Day Care		-1,727.90	100,672.91
Check	02/29/2012	2836	Reliance	Jan Contributions		-4,544.55	96,128.36
Bill Pmt -Check	02/29/2012	2837	McGilloway, Ray, Brown & Kaufman			-9,346.67	86,781.69
Bill Pmt -Check	02/29/2012	2838	US Bank	Charges 1/0 to 2/6 for statement cut off 02/06/12		-17,407.73	69,373.96
Payment	02/29/2012	132708	Sausalito		√	15,083.33	84,457.29
Deposit	02/29/2012			Deposit	√	305,331.54	389,788.83
Check	02/29/2012	EFT	LGS	ZBA Transfer	√	-4,925.92	384,862.91
Transfer	02/29/2012			Funds Transfer	√	-85,000.00	299,862.91
Total 110010 - Wells Fargo - Cash						<u>170,123.12</u>	<u>299,862.91</u>
TOTAL						<u>170,123.12</u>	<u>299,862.91</u>



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

P.O. Box 1350 · Carmel Valley, CA 93924 · 831.308.1508

TO: EXECUTIVE COMMITTEE
FROM: RICHARD H. AVERETT, CFO/Treasurer
SUBJECT: INVESTMENT REPORT

EC Meeting: 5-17-12
Item: 4C

RECOMMENDATION

Review and accept JPA investments made through April 2012.

BACKGROUND

The Board of Directors annually reviews the investment policy at their final fiscal year meeting. The JPA Board of Directors approved an unchanged investment policy June 9, 2011. At the June 2010 Board meeting, the Directors authorized investments in Federal Treasures and Agency Notes, as well as allowing cash-flow loans to other public agencies. Federal notes can be for up to five-year maturities in accordance with California Code. Prior Boards had approved an updated investment policy enabling the agency to invest in bank sweep accounts, the Local Agency Investment Fund (LAIF), timed deposits such as Certificates of Deposit (CDs), and the California Investment Trust pool (CalTrust). RGS and LGS LAIF and CalTrust investment activity has been consolidated into a RGS LAIF account and into RGS CalTrust accounts.

Investments in LAIF began in June 22, 2007. Investments in CalTrust Medium Term began in late-January 2009, and investment in CalTrust Short Term began in November 2010. Investment activity for the current period is summarized in the attached material.

Loans and advances to other public agencies have been made on three occasions to two agencies. Both agencies have used delayed payment for services and have completely repaid the 'loans' with interest. Currently the JPAs have no alternative investments.

FISCAL IMPACT

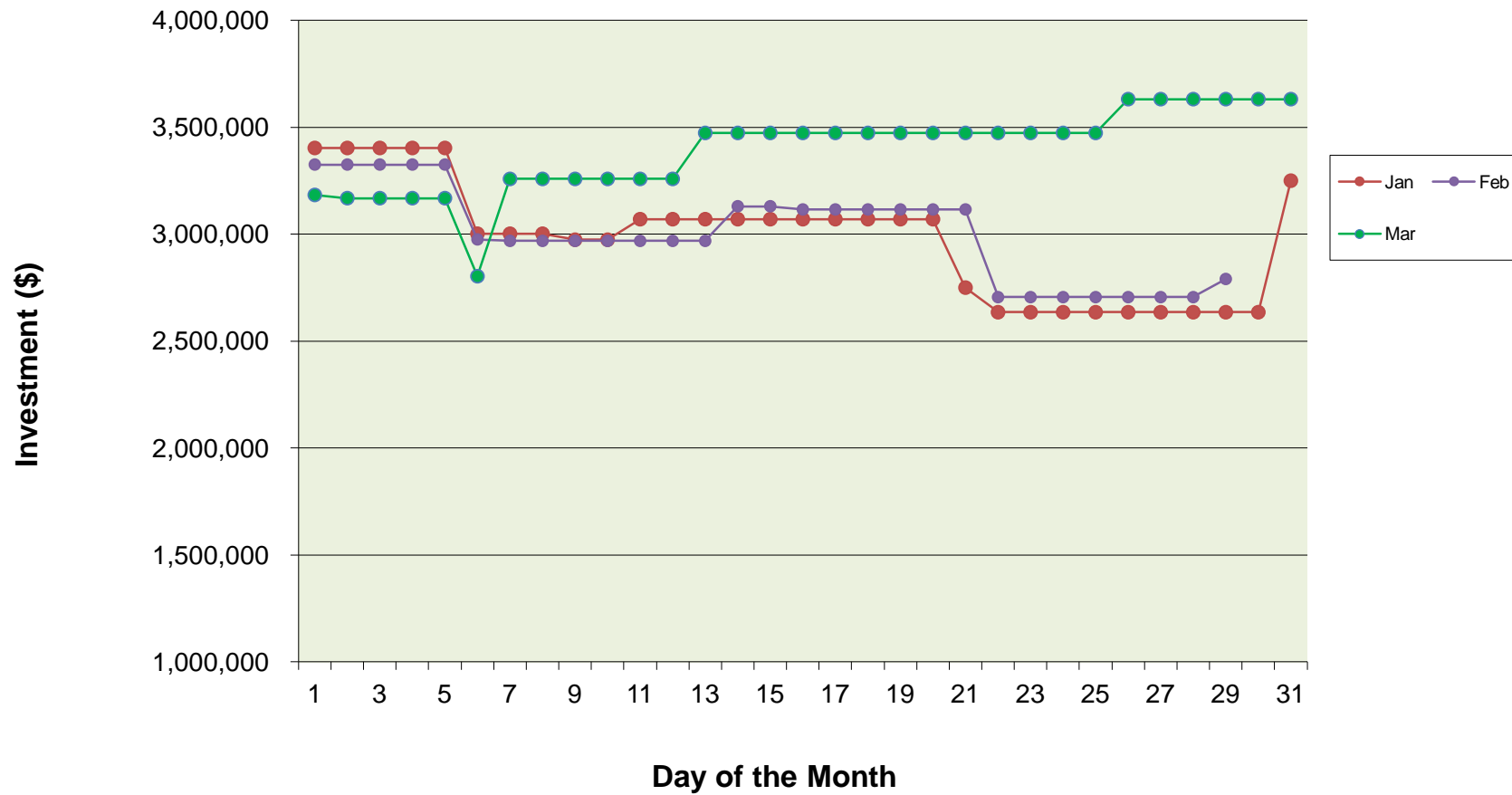
The impact of investment activity with Other Agencies, LAIF and CalTrust this period is projected to yield approximately double the amount budgeted per month (\$1,375). Fiscal year 2012 budgeted earnings were \$16,500. We are continuing to invest the maximum cash available, leaving only the minimum checking account balances needed to cover obligations.

LAIF and CalTrust interest rates have resumed their moderate declines. CalTrust medium term investments are currently yielding approximately 75 basis points more than LAIF, and CalTrust short term investments are currently yielding 8 basis points more than LAIF.

INVESTMENT REPORT FY2012

Date	Loans	Jan			Feb				Mar			
		<u>CalTrust</u>	<u>LAIF</u>	<u>Combined</u>	<u>CalTrust</u>	<u>LAIF</u>	<u>Combined</u>	<u>Loans</u>	<u>CalTrust Short</u>	<u>LAIF</u>	<u>Combined</u>	
		<u>Short & Medium</u>			<u>Short & Medium</u>				<u>& Medium</u>			
1	-	3,209,303	193,976	3,403,279	-	3,274,801	51,034	3,325,834	-	3,154,573	29,034	3,183,607
2	-	3,209,303	193,976	3,403,279	-	3,274,801	51,034	3,325,834	-	3,154,573	14,034	3,168,607
3	-	3,209,303	193,976	3,403,279	-	3,274,801	51,034	3,325,834	-	3,154,573	14,034	3,168,607
4	-	3,209,303	193,976	3,403,279	-	3,274,801	51,034	3,325,834	-	3,154,573	14,034	3,168,607
5	-	3,209,303	193,976	3,403,279	-	3,274,801	51,034	3,325,834	-	3,154,573	14,034	3,168,607
6	-	2,808,303	193,976	3,002,279	-	2,924,801	51,034	2,975,834	-	2,754,573	49,034	2,803,607
7	-	2,808,303	193,976	3,002,279	-	2,924,801	44,034	2,968,834	-	3,209,573	49,034	3,258,607
8	-	2,808,303	193,976	3,002,279	-	2,924,801	44,034	2,968,834	-	3,209,573	49,034	3,258,607
9	-	2,808,303	165,976	2,974,279	-	2,924,801	44,034	2,968,834	-	3,209,573	49,034	3,258,607
10	-	2,808,303	165,976	2,974,279	-	2,924,801	44,034	2,968,834	-	3,209,573	49,034	3,258,607
11	-	2,904,303	165,976	3,070,279	-	2,924,801	44,034	2,968,834	-	3,209,573	49,034	3,258,607
12	-	2,904,303	166,034	3,070,336	-	2,924,801	44,034	2,968,834	-	3,209,573	49,034	3,258,607
13	-	2,904,303	166,034	3,070,336	-	2,924,801	44,034	2,968,834	-	3,424,573	49,034	3,473,607
14	-	2,904,303	166,034	3,070,336	-	3,086,801	44,034	3,130,834	-	3,424,573	49,034	3,473,607
15	-	2,904,303	166,034	3,070,336	-	3,086,801	44,034	3,130,834	-	3,424,573	49,034	3,473,607
16	-	2,904,303	166,034	3,070,336	-	3,086,801	29,034	3,115,834	-	3,424,573	49,034	3,473,607
17	-	2,904,303	166,034	3,070,336	-	3,086,801	29,034	3,115,834	-	3,424,573	49,034	3,473,607
18	-	2,904,303	166,034	3,070,336	-	3,086,801	29,034	3,115,834	-	3,424,573	49,034	3,473,607
19	-	2,904,303	166,034	3,070,336	-	3,086,801	29,034	3,115,834	-	3,424,573	49,034	3,473,607
20	-	2,904,303	166,034	3,070,336	-	3,086,801	29,034	3,115,834	-	3,424,573	49,034	3,473,607
21	-	2,584,303	166,034	2,750,336	-	3,086,801	29,034	3,115,834	-	3,424,573	49,034	3,473,607
22	-	2,584,303	51,034	2,635,336	-	2,676,801	29,034	2,705,834	-	3,424,573	49,034	3,473,607
23	-	2,584,303	51,034	2,635,336	-	2,676,801	29,034	2,705,834	-	3,424,573	49,034	3,473,607
24	-	2,584,303	51,034	2,635,336	-	2,676,801	29,034	2,705,834	-	3,424,573	49,034	3,473,607
25	-	2,584,303	51,034	2,635,336	-	2,676,801	29,034	2,705,834	-	3,424,573	49,034	3,473,607
26	-	2,584,303	51,034	2,635,336	-	2,676,801	29,034	2,705,834	-	3,424,573	207,034	3,631,607
27	-	2,584,303	51,034	2,635,336	-	2,676,801	29,034	2,705,834	-	3,424,573	207,034	3,631,607
28	-	2,584,303	51,034	2,635,336	-	2,676,801	29,034	2,705,834	-	3,424,573	207,034	3,631,607
29	-	2,584,303	51,034	2,635,336	-	2,761,801	29,034	2,790,834	-	3,424,573	207,034	3,631,607
30	-	2,584,303	51,034	2,635,336	-				-	3,424,573	207,034	3,631,607
31	-	3,199,303	51,034	3,250,336	-				-	3,424,573	207,034	3,631,607
	<u>BUDGETED EARNINGS</u>	<u>Proj'd CT mo. Int.</u>	<u>Proj'd LAIF mo. Int.</u>	<u>CUMULATIVE Budget/Proj'd</u>	<u>BUDGETED EARNINGS</u>	<u>Proj'd CT mo. Int.</u>	<u>Proj'd LAIF mo. Int.</u>	<u>CUMULATIVE Budget/Proj'd</u>	<u>BUDGETED EARNINGS</u>	<u>Proj'd CT mo. Int.</u>	<u>Proj'd LAIF mo. Int.</u>	<u>CUMULATIVE Budget/Proj'd</u>
Budget	\$1,375			\$9,625	\$1,375			\$11,000	\$1,375			\$12,375
Est. Eari	\$2,665			\$20,025	\$2,784			\$22,809	\$2,637			\$25,446

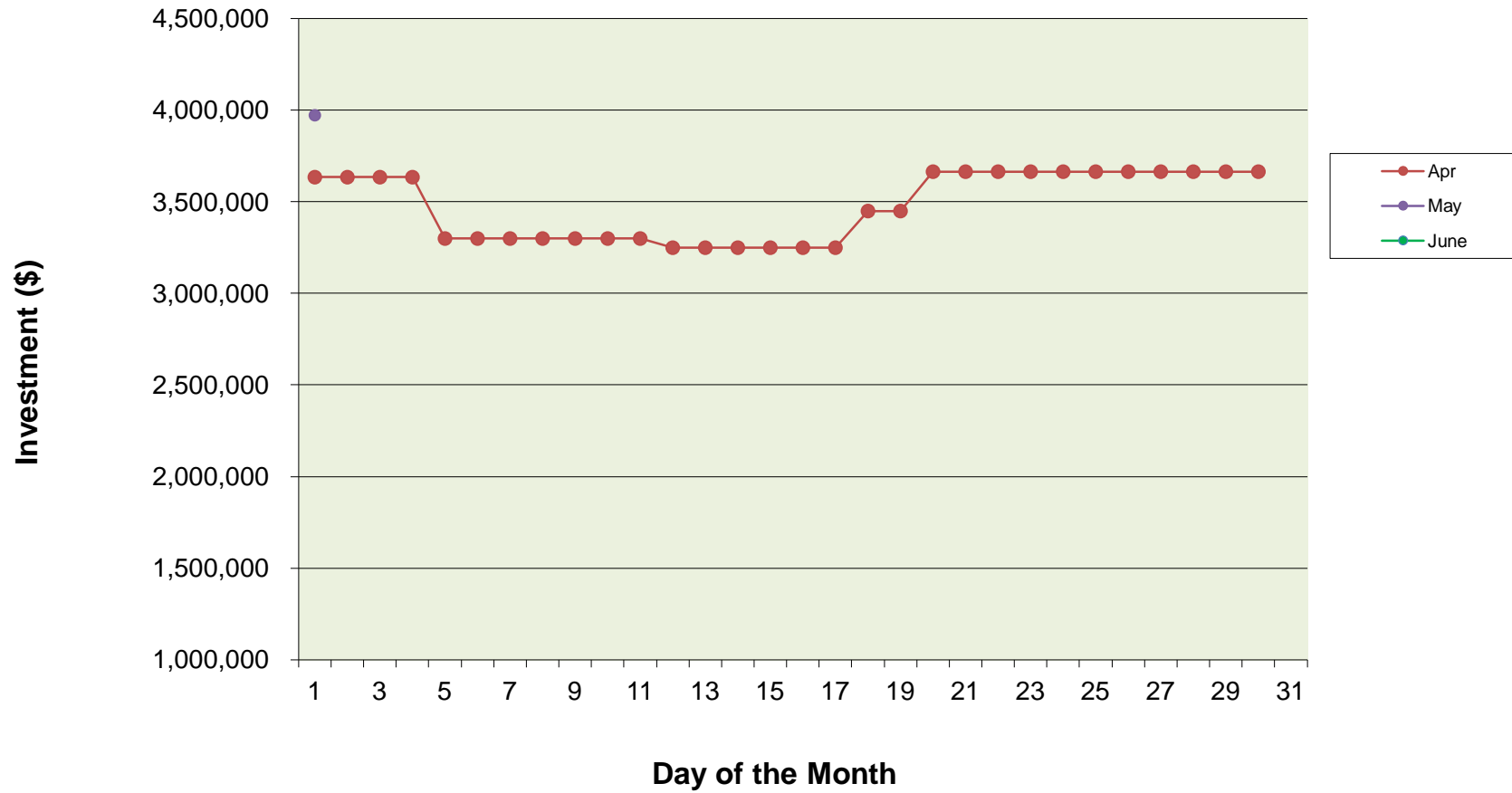
COMBINED INVESTMENTS



INVESTMENT REPORT FY2012

Date	Loans	Apr			Loans	May			Loans	June		
		<u>CalTrust</u> <u>Short &</u> <u>Medium</u>	<u>LAIF</u>	<u>Combined</u>		<u>CalTrust</u> <u>Short &</u> <u>Medium</u>	<u>LAIF</u>	<u>Combined</u>		<u>CalTrust Short</u> <u>& Medium</u>	<u>LAIF</u>	<u>Combined</u>
1	-	3,427,186	207,034	3,634,220	-	3,620,199	352,110	3,972,309	-	-	-	-
2	-	3,427,186	207,034	3,634,220					-	-	-	-
3	-	3,427,186	207,034	3,634,220					-	-	-	-
4	-	3,427,186	207,034	3,634,220					-	-	-	-
5	-	3,292,186	7,034	3,299,220					-	-	-	-
6	-	3,292,186	7,034	3,299,220					-	-	-	-
7	-	3,292,186	7,034	3,299,220					-	-	-	-
8	-	3,292,186	7,034	3,299,220					-	-	-	-
9	-	3,292,186	7,034	3,299,220					-	-	-	-
10	-	3,292,186	7,034	3,299,220					-	-	-	-
11	-	3,292,186	7,034	3,299,220					-	-	-	-
12	-	3,242,186	7,034	3,249,220					-	-	-	-
13	-	3,242,186	7,110	3,249,296					-	-	-	-
14	-	3,242,186	7,110	3,249,296					-	-	-	-
15	-	3,242,186	7,110	3,249,296					-	-	-	-
16	-	3,242,186	7,110	3,249,296					-	-	-	-
17	-	3,242,186	7,110	3,249,296					-	-	-	-
18	-	3,402,186	47,110	3,449,296					-	-	-	-
19	-	3,402,186	47,110	3,449,296					-	-	-	-
20	-	3,617,186	47,110	3,664,296					-	-	-	-
21	-	3,617,186	47,110	3,664,296					-	-	-	-
22	-	3,617,186	47,110	3,664,296					-	-	-	-
23	-	3,617,186	47,110	3,664,296					-	-	-	-
24	-	3,617,186	47,110	3,664,296					-	-	-	-
25	-	3,617,186	47,110	3,664,296					-	-	-	-
26	-	3,617,186	47,110	3,664,296					-	-	-	-
27	-	3,617,186	47,110	3,664,296					-	-	-	-
28	-	3,617,186	47,110	3,664,296					-	-	-	-
29	-	3,617,186	47,110	3,664,296					-	-	-	-
30	-	3,617,186	47,110	3,664,296					-	-	-	-
31												
	<u>BUDGETED</u> <u>EARNINGS</u>	<u>Proj'd CT</u> <u>mo. Int.</u>	<u>Proj'd LAIF</u> <u>mo. Int.</u>	<u>CUMULATIVE</u> <u>Budget/Proj'd</u>	<u>BUDGETED</u> <u>EARNINGS</u>	<u>Proj'd CT</u> <u>mo. Int.</u>	<u>Proj'd LAIF</u> <u>mo. Int.</u>	<u>CUMULATIVE</u> <u>Budget/Proj'd</u>	<u>BUDGETED</u> <u>EARNINGS</u>	<u>Proj'd CT</u> <u>mo. Int.</u>	<u>Proj'd LAIF</u> <u>mo. Int.</u>	<u>CUMULATIVE</u> <u>Budget/Proj'd</u>
Budget	\$1,375			\$13,750	\$1,375			\$15,125	\$1,375			\$16,500
Est. Eari	\$2,665			\$28,111				\$28,111				\$28,111

COMBINED INVESTMENTS





LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

P.O. Box 1350 · Carmel Valley, CA 93924 · 650.587.7300

TO: BOARD OF DIRECTORS
FROM: RICHARD H. AVERETT, Executive Director
SUBJECT: COOPERATION AGREEMENT UTILIZATION PLAN

EC Meeting: 5-17-12

Item: 5A

RECOMMENDATION

Approve utilization of the Cooperation Agreement to reduce duplication of shared administrative procedural and policy actions.

BACKGROUND

LGS, RGS and MSA adopted an updated Cooperation Agreement on January 12, 2012. The Cooperation Agreement states that the agencies will share administrative resources, including staff and vendor services, to more cost-effectively achieve and coordinate their operational needs.

Currently, administrative actions that are duplicated between agencies appear in all agency packets and are discussed and acted upon multiple times. Examples of such items include quarterly investment reports and annual updates of the Investment Policy and Personnel Rules & Regulations Policy. On those administrative items where RGS is lead agency and where the governing bodies of LGS and/or MSA would be taking identical actions and relying on RGS to implement those actions, governing body and staff time can be saved by using the Cooperation Agreement as authorization by the dependent JPA.

COOPERATION AGREEMENT UTILIZATION PLAN

In order to more fully realize the value of the Cooperation Agreement, it is recommended that shared administrative actions taken by RGS are effectively approved by LGS and MSA as signatories of the Cooperation Agreement. If LGS or MSA is the lead agency on administrative actions in the future, those actions will be effectively approved by the other agencies, as appropriate.

FISCAL IMPACT

The primary impacts of this action would be in reducing staff time spent duplicating reports and in reducing governing body time spent reviewing and acting on duplicated agenda items. Given the recent growth of the JPAs, both in number of employees and variety of activities (more contracts to manage, insurance pooling, investing funds, and internal functions to support growth such as adapting internal controls, coordinating activities, and improving support infrastructure), the time savings can be better allocated to these functions rather than duplicating efforts.



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

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P.O. Box 1350 · Carmel Valley, CA 93924 · 650.587.7300

TO: EXECUTIVE COMMITTEE
FROM: JENNIFER BOWER, DIRECTOR OF HUMAN RESOURCES
SUBJECT: JPA MEMBER TRAINING POLICY

EC Meeting: 5-17-2012

Item: 5B

RECOMMENDATION

Approve the revised Member Training Policy.

BACKGROUND

For the past three years the Executive Committee has funded training for member agencies by authorizing two scholarships per member agency to the Berkeley Executive Seminar (BES). At the February 2011 meeting, the Committee addressed the issue of those member agencies that did not have two staff to send each year. The Committee agreed that if one or both scholarships were not used by a member agency other member agencies should be offered an extra scholarship (the unused scholarship), potentially resulting in three employees from an agency being able to attend under RGS sponsorship. The Committee also expressed a desire for an alternate program for those member agencies unable to send two employees to BES. At the June 2011 meeting, a draft policy was presented to the Committee for review. The Committee made a number of recommendations for change. A second draft policy was presented to the Committee for review at the January 12, 2012 meeting, which stimulated further discussion and recommendations. The latest recommendations are now incorporated into this draft training policy.

MEBER TRAINING POLICY

In order to compensate member agencies for their staff time devoted to governing RGS and LGS, and to help communicate the availability of RGS services to other public agencies, the Board approved in 2009 that JPA member agencies were eligible for training sponsorship of two representatives per agency to attend the Berkeley Executive Seminar (BES), plus up to \$1,500 in attendance-related expense reimbursement. Based on feedback from member agencies and on expanding JPA training service offerings, compensating member agencies for their services to the JPA has evolved to meet the needs of both member agencies and the JPAs.

The following priorities help to clearly establish the policy of compensating JPA Member Agencies for their service in governing the JPAs.

1. The JPAs, acting as one agency, desire to compensate member agencies for their governing services provided to the JPAs.
2. The value of member services to the JPAs is in excess of \$12,000 per agency, for agencies with a representative(s) serving in 'good standing'.
3. Subject to funding availability, as budgeted by the Board and recommended by the Executive Director based on financial performance of the JPAs, the JPAs desire to compensate member agencies for these services in the form of training support.

4. This compensation can be in the form of two representatives per agency attending the Berkeley Executive Seminar (BES), plus \$1,500 in attendance-related expense reimbursement, or JPA-provided training to the agency costing approximately the same amount. If neither of these options is beneficial to the member agency, then other training may be identified for JPA reimbursement.
5. The JPAs desire to expand their training program offerings which can be used as a platform to become more widely known as a service provider to public agencies.

FISCAL IMPACT

The fiscal impact of providing training compensation equivalent to the cost of services provided to the JPAs is approximately \$72,000 per year. This assumes that the six Member Agencies avail themselves of full amount provided in this policy statement and that JPA financial performance is sufficient to fund this commitment. For the 2012 fiscal year, net additions to retaining earnings are expected to exceed budgeted amounts, and for the 2013 fiscal year the proposed budget includes this appropriation.



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

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P.O. Box 1350 · Carmel Valley, CA 93924 · 650.587.7300

TO: EXECUTIVE COMMITTEE
FROM: RICHARD H. AVERETT, EXECUTIVE DIRECTOR
SUBJECT: CLIENT REPORT

EC Meeting: 5-17-12

Item: 6A

CURRENT CLIENTS:

The following is a listing of the 28 LGS and RGS current clients. LGS and RGS have 117 positions supporting clients and JPA administration.

Staff has been added for the Gold Coast Health Plan, Marin Transit, Walnut Creek, Dublin and Transportation Authority of Marin. The cities of Corte Madera, Marina, Millbrae, Menlo Park and La Canada Flintridge have begun utilizing JPA services. The city of Gilroy returned as a client and the City of Lincoln will be extending their contract for an additional year. The cities of San Bruno, Stockton and Vallejo concluded their utilization of JPA services.

Cities/Counties

Calistoga	Clearlake	Corte Madera
Dublin	Gilroy	Larkspur
Lincoln	Marina	Menlo Park
Millbrae	Rohnert Park	San Rafael
Sausalito	Walnut Creek	Yountville

Other Agencies

Consortium IV	Gold Coast Health Plan
Marin Emergency Radio Authority	Marin General Services Authority
Marin Telecommunications Authority	Marin Transit
Menlo Park Fire Protection District	Metropolitan Transportation Commission
Sonoma-Marín Area Rail Transit District	South Bayside Waste Management Authority
Transportation Authority of Marin	Twin Cities Police Authority
Ventura County Transportation Commission	

POTENTIAL CLIENTS AND CHANGES TO CURRENT CLIENT SERVICES:

The inter-agency transit authority in Yuma County, Arizona we were working with last year and early this year has elected to use a new Yuma city consortium for employment services. Staff has recently sponsored and/or attended several conferences (e.g. League City Managers, PARMA, CSMFO) at which additional contacts were made. The Executive Director participated on a panel at SACRS on May 10th. Recent direct discussions have taken place with the following agencies needing interim and project assignments: Yolo and Inyo Counties; Shasta RTPA, Nevada City, Cotati, County of Marin and Santa Clara Open Space District. MTC is planning to fill 12 of the positions LGS now staffs. Gold Coast Health Plan has requested RGS hire 11 to 15 nurse case workers.

Contracting Organization RGS employee, FTE, and Position Title	Employee Name	GCHP RGS	Marin Transit RGS	MTC RGS	VCTC RGS	Walnut Creek RGS	City of Dublin RGS	RGS Admin RGS	Small Projects RGS	Yountville RGS	Total FTE	Total Position count
Accounts Payable Specialist	Shannon Godina	1.00									1.00	1.00
Administrative Assistant	Paula Cabral	1.00									1.00	1.00
Administrative Assistant	Suzanne Canino	1.00									1.00	1.00
Administrative Assistant	Lorraine Kor	1.00									1.00	1.00
Administrative Assistant	Audra Lucas	1.00									1.00	1.00
Administrative Clerk	Angie Zavala				0.10			0.25			0.35	1.00
Assistant Chief Medical Officer	Nancy Wharfield	0.50									0.50	1.00
Building Inspector	Rob Urmini									0.35	0.35	1.00
Care Coordination Manager	Melanie Frampton	1.00									1.00	1.00
Chief Medical Officer	Charlie Cho	1.00									1.00	1.00
City Clerk	Sherry Kelly					0.35					0.35	1.00
Claims Auditor	Valerie Hernandez	1.00									1.00	1.00
Claims Auditor	Emirose Villareyes	1.00									1.00	1.00
Clerk of the Board/Office Manager	Traci McGinley	1.00									1.00	1.00
Clinical Operations Assistant	Veronica Esparza	1.00									1.00	1.00
Clinical Operations Assistant	Shyleen Sandoval	1.00									1.00	1.00
Community Mobility Manager	Paul Branson		1.00								1.00	1.00
Coordinator, Member Services/Outreach	Erika Reyes	1.00									1.00	1.00
Director of Communications	Steven Lalich	1.00									1.00	1.00
Director of Government Relations	Guillermo Gonzalez	1.00									1.00	1.00
Director of Health Services	Pamela Kapustay	1.00									1.00	1.00
Director of Human Resources/HR Consultant	Jennifer Bower							0.90			0.90	1.00
Director, Member Services	Andre Galvan	1.00									1.00	1.00
Director, Quality Improvement	Julie Booth	1.00									1.00	1.00
Eligibility and Appeals Coordinator	Lisa Johnson	1.00									1.00	1.00
Executive Assistant	Tiffany Buraglio							0.40			0.40	1.00
Executive Director/CFO	Richard Averett							1.00			1.00	1.00
Finance Clerk	Kerry Hernandez						0.60				0.60	1.00
Grants Administrator	Barbara Duffy		0.40								0.40	1.00
Human Resources Consultant/Analyst	Rich Oppenheim								0.10		0.10	1.00
Human Resources Consultant/Analyst	Kristine Humphries				0.25						0.25	1.00
Human Resources Consultant/Manager	Anne Olliver								0.35		0.35	1.00
Human Resources Consultant/Manager	Gail Papworth								0.25		0.25	1.00
Human Resources Consultant/Manager	Pamela Toconis	0.75							0.10		0.85	1.00
Interim Chief Financial Officer/Manager, Finance and	Sonia DeMarta	1.00									1.00	1.00
Intern	Victor Gaviola		0.25								0.25	1.00
Intern	Wendy Hutchens		0.25								0.25	1.00
Intern	Brenton Smith			1.00							1.00	1.00
Maintenance Worker	Barney LaRue									0.60	0.60	1.00
Manager, Finance and Accounting	Charlene Duan	1.00									1.00	1.00
Manager, Health Education and Disease Management	Lupe Gonzalez	1.00									1.00	1.00
Mobility Management Specialist	Jon Gaffney	1.00									1.00	1.00
Nurse Manager	Nancy Sellers	1.00									1.00	1.00
Nurse Manager	Judy Delp										0.00	0.00
Nurse Manager	Nicolette Diaz										0.00	0.00
Nurse Manager	Dee Johnston										0.00	0.00
Nurse Manager	Nicole Kanter										0.00	0.00
Nurse Manager	Diana Lewis										0.00	0.00
Nurse Manager	Martin Martinez											

Provider Relations Manager	Rebecca Wright	1.00									1.00	1.00
Provider Relations Representative	Kathleen Garner	1.00									1.00	1.00
Provider Relations Representative	Lezlie Stroh	1.00									1.00	1.00
Receptionist	Luz Campos			1.00							1.00	1.00
Records Specialist	Amanda Pascual					0.25					0.00	1.00
Senior Finance Technician	Katie Mooney					0.40					0.40	1.00
Senior Financial Analyst	Lyndon Turner	1.00									1.00	1.00
Desktop Technician	John Shi	1.00									1.00	1.00
Quality Improvement Specialist	Brandy Armenta	1.00									1.00	1.00
Videographer	Mark Jones			0.50							0.50	1.00
Total RGS FTE by Client		34.25	1.90	2.50	0.35	0.60	1.25	3.40	0.80	0.95	45.75	58.00
Total RGS Positions by Client		35	4	3	2	2	2	2	4	2	45.75	58.00

Regional Government Services
Position Allocation Chart
May 1, 2012

Contracting Organization RGS employee, FTE, and Position Title	Employee Name	TAM RGS	Marin JPAs RGS	MPFPD RGS	Sausalito RGS	San Rafael RGS	Rohnert Park RGS	Larkspur/ Twin Cities RGS	City of Menlo Park RGS	Millbrae RGS	Clear-lake RGS	C-IV RGS	RGS Admin RGS	Total FTE	Total Position count
Administrative Analyst	Carla Overberger		1.00											1.00	1.00
Administrative Manager	Glenn Lazof											0.60	0.10	0.70	1.00
Administrative Services Director	Charlie Francis				0.75									0.75	1.00
Associate Project Delivery Manager	Jit Pandher	1.00												1.00	1.00
Emergency Services Coordinator	Angela Del Ponte					1.00								1.00	1.00
Executive Director - MGSA	Paul Berlant		0.50											0.50	1.00
Executive Officer - MERA	Maureen Cassingham		0.35											0.35	1.00
Director of Human Resources	Glen Kramer								0.35					0.35	1.00
Director of Human Resources	Charlotte Carlson									0.75				0.75	1.00
Human Resources Manager	Teresa Bryerton			0.75										0.75	1.00
Human Resources Manager	Sophia Selivanoff						0.60	0.15					0.10	0.85	1.00
Interim Director of Finance	Sandra Sato										0.75			0.75	1.00
Interim Planning Director	Anne Moore							0.40						0.40	1.00
Program Manager, AVAP	Jeff Rawles		0.57											0.57	1.00
Project Manger	Greg Auger			0.45										0.45	1.00
Records Specialist	Maria Blasi			0.60										0.60	1.00
Records Specialist	Heather Quinn			0.95										0.95	1.00
Regional Project Manager	Myrna Lebert											1.00		1.00	1.00
Technical Manager	Jon Burkett											1.00		1.00	1.00
Urban Search & Rescue Coordinator	Tim Campbell			0.45										0.45	1.00
Total RGS FTE by Client		1.00	1.42	3.20	0.75	1.00	0.60	0.55	0.35	0.75	0.75	2.60	0.20	12.47	
Total RGS Positions by Client		1	3	5	1	1	1	2	1	1	1	3		20.00	20.00

Legend

5/1/2012

Green: FTE counts/totals

Tangerine Position counts/totals

Total 78.00

**Local Government Services
Position Allocation Chart
May 1, 2012**

Contracting Organization LGS employee, FTE, and Position Title	Employee Name	TAM LGS	Marin Transit LGS	MTC LGS	Rohnert Park LGS	Lincoln LGS	SBWMA LGS	Total FTE	Total Position count
Accounting & Administrative Specialist	Amber Johnson		1.00					1.00	1.00
Assistant Program Coordinator	Rachel Zack			1.00				1.00	1.00
Associate Project Delivery Manager	Bill Whitney	1.00						1.00	1.00
Associate Project Delivery Manager	Dan Cherrier	1.00						1.00	1.00
Arterial Operations Coordinator	Vansi Tabjulu			1.00				1.00	1.00
City Engineer	Bruce Burnworth					1.00		1.00	1.00
Climate Initiative Coordinator	Stefanie Hom			1.00				1.00	1.00
Climate Initiative Public Information Officer	Craig Noble			1.00				1.00	1.00
Clipper Customer Service Administrator	Rosemary Rentschler			1.00				1.00	1.00
Contract Coordinator	Michele Gillaspie			1.00				1.00	1.00
Contract Coordinator	Alice Truong			1.00				1.00	1.00
Executive Assistant	Denise Merleno	1.00						1.00	1.00
Executive Director TAM	Dianne Steinhauer	1.00						1.00	1.00
FastTrack Administrator	Manuel Espiritu			1.00				1.00	1.00
Finance and Administration Specialist	Grace Zhaung	1.00						1.00	1.00
Finance and Grant Manager	Lauren Gradia		0.90					0.90	1.00
511 Transit	Alysha Nachtigall			1.00				1.00	1.00
Landscape Architect Planner	Anna Young			1.00				1.00	1.00
Manager of Finance and Administration	Li Zhang	1.00						1.00	1.00
Manager of Programming and Legislation	David Chan	1.00						1.00	1.00
Mobility Management Specialist	Jon Gaffney		1.00					1.00	1.00
Planning GIS Coordinator	Michael Ziyambi			1.00				1.00	1.00
Planning Manager	Linda Jackson	1.00						1.00	1.00
Project Manager	Johnny Chung				0.80			0.80	1.00
Receptionist	Nannette Brown	1.00						1.00	1.00
Recycling Program Manager	Cliff Feldman						1.00	1.00	1.00
Regional Rideshare Program Coordinator	Barbara Laurenson			0.60				0.60	1.00
Regional Transportation Funding Coord	Amy Burch			1.00				1.00	1.00
Revenue Auditor	Victor Wong			1.00				1.00	1.00
Senior Transit Planner	Mary Archer		1.00					1.00	1.00
Senior Transit Planner	Robert Betts		1.00					1.00	1.00
Senior Transportation Planner	Suzanne Loosen	0.75						0.75	1.00
Toll Auditor Technician	Darren Wong			1.00				1.00	1.00
Transit Planner	Melody Chan		1.00					1.00	1.00
Transportation Planner	Scott McDonald	1.00						1.00	1.00
Translink Program Coordinator/Contract Analyst	Kimpreet Puar			1.00				1.00	1.00
Transportation Human Services Coordinator	Drennen Shelton			1.00				1.00	1.00
Traveler Information Coordinator	Andrew Pease			1.00				1.00	1.00
Videographer	Mark Jones			0.50				0.50	1.00
LGS FTE per Client Total		10.75	5.90	18.10	0.80	1.00	1.00	37.55	
Total Positions		11	6	19	1	1	1	39.00	39.00
Legend	Green: FTE counts/totals Tangerine Position counts/totals								

LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

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TO: EXECUTIVE COMMITTEE **EC Meeting: 5-17-12**
FROM: RICHARD H. AVERETT, CFO/TREASURER **Item: 6B**
SUBJECT: EXECUTIVE COMMITTEE AND BOARD OF DIRECTORS MEETINGS

Meeting Schedule

The following are regularly scheduled meetings for the upcoming year, along with special topics to be discussed. Quarterly meetings are conducted in person at a Member Agency site on the third Thursday of the month, starting at 1:00 p.m. unless noted below.

Date	EXEC COMM	BOD & MSA	Special Topics	Location	Notes
2012					
May 17 (Thursday)	LGS & RGS	LGS, RGS & MSA	FY13 Budget, Investment Policy, Rules & Regs, Conflict of Interest Policy (even years only); Audit Committee formation.	Walnut Creek Downtown Library, Las Trampas Conference Rm	
August 16 (Thursday)	LGS & RGS			TBD	
November 15 (Thursday)	LGS & RGS		Executive Committee Study Session	TBD	
2013					
February 21 (Thursday)	LGS & RGS	LGS, RGS & MSA	FY2012 Audit	TBD	
May 16 (Thursday)	LGS & RGS	LGS, RGS & MSA	FY14 Budget & MSA rates, Investment Policy, Rules & Regs, Conflict of Interest Policy (even years only).	TBD	
August 15 (Thursday)	LGS & RGS			TBD	
November 21 (Thursday)	LGS & RGS		Executive Committee Study Session	TBD	
2014					
February 20 (Thursday)	LGS & RGS	LGS, RGS & MSA	FY2013 Audit	TBD	