



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

August 16, 2012

1:45 p.m.

Falkirk Cultural Center, First Floor

1408 Mission Avenue

San Rafael, CA 94901

1. CALL TO ORDER

- A. Election of Officers

Action

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 **May 17th 2012** Minutes
- B. Approval of management services agreement with the City of Belvedere
- C. Approval of management services agreement with the Town of Colma
- D. Approval to management services agreement with the City of Nevada City
- E. Approval of management services agreement with the Town of Portola Valley
- F. Approval of management services agreement with the City of Rocklin
- G. Approval of management services agreement with the City of Santa Clara
- H. Approval of management services agreement with the City of Hughson

Action

4. TREASURER'S REPORT

- A. Review of Fiscal-Year-End Financial Reports through June 2012
- B. Approval of Payments and Deposits made March 2012 through June 2012
- C. Approval of Investments Report through July 2012

Information

Action

Action

5. OLD BUSINESS - None

6. NEW BUSINESS

- A. Review Client Report
- B. Regularly Scheduled Meetings Calendar
- C. Rescind JPA Resolutions Joining CJPIA
- D. Executive Director Annual Performance Review – Appointment of Review Ad Hoc Committee

Discussion

Discussion

Action

Action

Recess to Closed Session

1. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

Initiation of litigation pursuant to Government Code Section 54956.9(c): One potential case
Significant exposure to litigation pursuant to Government Code Section 54956.9(b): Three potential cases

Reconvene Regular Meeting

- E. Report from Closed Session

Information

7. EXECUTIVE DIRECTOR, COMMITTEE, MSA AND MEMBER REPORTS

- A. Executive Director: Updates on Gold Coast Health Plan, TAM property acquisition; Defined Benefit Plan; RGS main office location; financial services provision review
- B. Finance Committee: Auditor engagement letters for FY2012 approved; RPP being drafted
- C. MSA: staff to develop reserve policy

Information

Information

Information

D. Members:

Information

8. 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.

9. NEXT MEETING: November 15th 1:00 p.m. at Yountville Community Boardroom.

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.



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: MICHAEL P. GARVEY, Executive Committee Chair
SUBJECT: RECOMMENDATION FOR ELECTION OF OFFICERS

EC Meeting: 8-16-12

Item: 1A

RECOMMENDATIONS

1. Establish an annual process for electing a Chair and a Vice-Chair for the Executive Committee at the first regularly scheduled meeting in each fiscal year.
2. Elect a Chair and a Vice-Chair.

BACKGROUND

At the inception of the JPAs the Executive Committee appointed one member to serve in each of the officer positions. Since that time your Chair has served for several years but also has left city management. Also, there has been only one change in the Vice-Chair position. I suggest the JPAs are better served if we see a rotation among members in the leadership positions. Also, I feel the JPAs are better served if an active executive representative from a Member Agency holds each of these positions. For those reasons, I request that the Committee elect new officers and establish a practice of annual elections in the future. Further, I request that I personally not be considered for office, though I am willing to remain active in other ways.

The process I suggest is a simple annual election at the August meeting. I do not see a need for a formal nomination process as the group is few in number and the members know each other well. I have asked the Executive Director to place the election on the agenda on the chance members agree and choose to conduct an election. Should the Committee choose not to accept this recommendation the item need not be acted upon.

FISCAL IMPACT

There is no fiscal impact.

**REGIONAL GOVERNMENT SERVICES
JOINT POWERS AUTHORITY
EXECUTIVE COMMITTEE MINUTES**

**DRAFT
ACTION MINUTES**

The Regional Government Services Joint Powers Authority held a regular committee meeting on **May 17th, 2012** at Walnut Creek Downtown Library, Las Trampas Conference Room, 2nd Fl., 1644 N. Broadway, Walnut Creek, CA 94594. The meeting was called to order at **1:15pm**.

1. CALL TO ORDER

Members Present: Mike Garvey, Chair
Nancy Mackle, Member
Ken Nordhoff, Member
Joni Pattillo, Member
Herb Pike, Member

Members Absent: Dan Schwarz, Vice-Chair
Steve Rogers, Member

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 **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:** **M/S Pike/Nordhoff** to approve the Consent Agenda as presented.
- AYES:** Chair Garvey, Members Mackle, Nordhoff, Pattillo and Pike
- NOES:** None
- ABSTAIN:** None

4. TREASURER'S REPORT

- A. Review of Month-End Financial Reports through February 2012
The Executive Director reviewed the unaudited results of the fiscal period July 1st, 2011 through February 29th, 2012. It was noted that RGS net income equals \$334,965 for the FYTD. The balance sheet shows Total Equity of \$803,947. Reserve contributions for Other Post-Employment Benefit are being set aside monthly. 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.
- B. Approval of Payments and Deposits made December 2011 through February 2012
ACTION: **M/S Pike/Nordhoff** moved to approve the payments and deposits as presented.
AYES: Chair Garvey, Members Mackle, Nordhoff, Pattillo and Pike
NOES: None
ABSTAIN: None
- C. Approval of Investments Report through April 2012
Members discussed options for earning greater returns. Recognizing the paucity of options earning better returns without incurring undue risk, they agreed that the JPA is doing its best given rate environment.
ACTION: **M/S Pike/Mackle** moved to approve the Investment Report through April 2012 as presented.
AYES: Chair Garvey, Members Mackle, Nordhoff, Pattillo and Pike
NOES: None
ABSTAIN: None

5. OLD BUSINESS

- A. Approval of Cooperation Agreement Utilization Plan to Reduce Duplication
ACTION: **M/S Nordhoff/Pike** moved to approve Cooperation Agreement Utilization Plan to Reduce Duplication.
AYES: Chair Garvey, Members Mackle, Nordhoff, Pattillo and Pike

NOES: None

ABSTAIN: None

B. Approve Member Training Policy

The item was a request from the last Executive Committee meeting. Bower outlined contents of the policy and confirmed that it is funded in the budget. The Executive Director confirmed the availability of training slots left available because some members don't need to or can't use them. The question was raised whether the unused budget could be used for another member. Member Pattillo outlined the three-tier options in point number 4 of the report: BES, on site, "other training" if the first two don't work for an agency. She wants the funds to be a "use it or lose it" proposition and to let any unused balance fall to the fund balance.

ACTION: **M/S Patillo/Pike** moved to approve the Member Training Policy as amended to offer the first two options (BES and JPA-provided training) and any unused funds revert to JPA fund balance.

AYES: Chair Garvey, Members Mackle, Nordhoff, Pattillo and Pike

NOES: None

ABSTAIN: None

6. NEW BUSINESS

A. Review Client Report

The Executive Director pointed out how the client report demonstrates continued growth of the JPA. The Executive Director further highlighted the prospect for growth into serving the financial staffing needs such as payroll services for clients. The geographic expansion of the JPA client base was highlighted. New clients include the City of Marina in Monterey County, clients in Los Angeles County, and others.

B. Meetings Calendar

The calendar was reviewed and potential host sites identified.

7. PUBLIC COMMENT - None

8. NEXT MEETING - The next meeting will be held on August 16th at 1:15 p.m. in San Rafael at a location to be determined.

9. ADJOURNED – The meeting adjourned at 2:07 p.m.



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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 SERVICES – CITY OF BELVEDERE**

EC Meeting: 8-16-12

Item: 3B

RECOMMENDATION

Approve authorizing the Executive Director to execute a management services agreement to perform services for the City of Belvedere.

BACKGROUND

The City of Belvedere has requested the JPAs provide an Interim City Manager while the City recruits a City Manager. The JPAs have identified and hired an employee for the interim position. The JPAs began providing services on July 27, 2012 and are expected to continue for the next three to six months.

FISCAL IMPACT

The hourly rate charged the City for interim City Manager services is sufficient to pay all salary, benefit, insurance and administrative costs of the JPA.



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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. 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 27th day of **July 2012**, by and between **the City of Belvedere**, 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 Belvedere
450 San Rafael Ave.
Belvedere, CA 94920-2336

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 **Agency**

By: _____
Sandra Donnell, Mayor

APPROVED AS TO FORM:

DATED: _____, 2012 By: _____
City Counsel

DATED: _____ July 25, 2012 **Regional Government Services Authority**

By:  _____
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: 7/26, 2012 By:  _____
Stephen Muzio, Authority Counsel

Exhibit A

Scope of Services. RGS shall assign an RGS employee or employees to serve as the Agency's Interim City Manager 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 Agency job description(s) for this/these position(s).
- Perform related work as required.

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

RGS will provide Interim City Manager services for up to one year 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 prior month's services. Invoices shall be sent approximately 10 days following the month for which services were provided, and they are due and shall be delinquent if not paid within 20 days of receipt. 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 Brown & Kaufman, Accounting and Consulting

2511 Garden Road, Suite A-180

Monterey, CA 93940-5381.

RGS STAFF

NAME	POSITION	MONTHLY RATE
Michael Fuson	Interim City Manager	\$14,998.00

The start date for the services to be performed is July 27, 2012, and this agreement is anticipated to remain in force for the interim period of approximately four to six months, but not beyond July 26, 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 COLMA**

EC Meeting: 8-16-12

Item: 3C

RECOMMENDATION

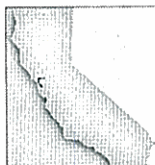
Approve authorizing the Executive Director to execute a management services agreement to perform services for the Town of Colma.

BACKGROUND

The Town of Colma has requested the JPAs provide a Financial Consultant for the Town. The JPAs have assigned an employee to this project who is already employed by RGS as a municipal finance director. The JPAs began providing services on May 28, 2012 and services are expected to continue through the end of December, 2013.

FISCAL IMPACT

The hourly rate charged the Agency for services 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

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

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

Email: JBower@rgs.ca.gov
PO Box 1077
Camarillo, CA 93011-1077

AGREEMENT FOR MANAGEMENT AND ADMINISTRATIVE SERVICES

This Agreement for Management Services ("Agreement") is made and entered into as of the 28th day of May 2012, by and between the **Town of Colma**, 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 AGENCY; and
- C. That 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 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. 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 8. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 9. Amendments. This Agreement may be amended or modified only by

written agreement signed by both Parties.

Section 10. 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 11. 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 12. 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 13. Employment Offers to Our Staff During the term of this Agreement and for a period of one year 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.

Section 14. Entire Agreement This Agreement, including Exhibit A, comprises the entire Agreement.

Section 15. Indemnity

15.1 RGS's indemnity obligations 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.

- 15.2 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 she has provided under this Agreement.

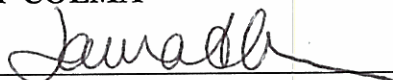
Section 16. Notices. All notices required by this Agreement shall be given to AGENCY and RGS in writing, by first class mail, postage prepaid, addressed as follows:

AGENCY: Town of Colma
Town Manager
1198 El Camino Real
Colma, CA 94014

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: 5/30, 2012 **TOWN OF COLMA**

By: 
Laura Allen, City Manager

APPROVED AS TO FORM:

DATED: 5/30, 2012 By: 
Roger Peters, City Attorney

DATED: 6-5, 2012 **REGIONAL GOVERNMENT SERVICES**

By: 
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: June 6, 2012 By: 
Sky Woodruff, Authority Counsel

EXHIBIT A SCOPE OF SERVICES

RGS shall assign an RGS employee or employees to provide financial analysis for the AGENCY's, which 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 AGENCY job description(s) for this/these position(s).
- Perform related work as required.

OBJECTIVE

Over a one-week period, consultant will assess the resources and responsibilities, staffing and workload, and the operating procedures of the Finance Department to identify strategies to improve the efficiency and effectiveness of its service and operations. The approach and organizational analysis will be based upon the application of the following organizational criteria:

- Avoidance of duplicative functions and responsibilities.
- Inclusion of all key functions, responsibilities.
- Provision of adequate internal controls.
- Adequacy of workload relative to staffing.
- Identification of peak processing, specialization, or other requirements that may merit part time or contract support.

Using the criteria listed above, the consultant will assess the current organizational alignment of the Finance Department's resources and responsibilities to determine possible weaknesses and opportunities for improvement, as well as to recognize elements of organizational strength.

METHODOLOGY

Pre-project Preparation - Pre-project discussions with the consultant and the Town Manager and Human Resources Manager with the Town's Accountant and Accounting Technician is necessary to explain the purpose and scope of the assessment: evaluating for efficiency and effectiveness, and not evaluating individual job performance.

Introduction to Finance Department – This is also critical to achieve a successful outcome, with positive first impressions. Smiling, non-threatening, with empathy and together with the Town Manager, the project kickoff will focus on the positive aspects of the Finance Department functions.

Document Review – Organization charts, Town budgets and annual financial reports, periodic budget-to-actual reports, long-term financial projections, job descriptions, current operating and performance data, and procedures manuals will be reviewed. Also important will be any reports on prior studies of the Town of Colma.

Focused Staff Interviews – Town employees will be interviewed including, but not

limited to, the Accountant, Accounting Technician, and department heads.

Methodology Reviews – The Finance Department's systems, procedures and practices for carrying-out its responsibilities related to payroll, payables, general ledger, reporting activities will be reviewed.

Analysis and Synthesis – As the Project moves forward, the project will be developing some preliminary conclusions about operations, structure, and staffing. At points in time, these thoughts will be discussed with the Town Manager and with staff. These discussions will be an opportunity to confirm what has been seen and heard, analyzed and synthesized. As a result of these discussions, and as needed, additional research and interviews may be conducted, as well as preliminary confirmations may be modified. At each step of the week, my thoughts, ideas, and preliminary recommendations will be incorporated into a final report.

Final Report – A draft final report will be delivered to the Town Manager. After discussions and editing, a Final Report with recommendations will be prepared.

Such employee(s) may perform services at the AGENCY offices available in the Town of Colma or at other locations.

RGS will provide these services for up to one year 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
Charlie Francis	Financial Consultant	\$122.00

The start date for the services to be performed is May 28, 2012 or later, and this agreement is anticipated to remain in force through December 31, 2013.

It is anticipated that no more than 100 hours will be needed to perform review, analysis, and complete the report. Should additional work be recommended by RGS or requested by the Town, such additional work will be approved by the Town Manager prior to initiation of the additional work.



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 NEVADA CITY**

EC Meeting: 8-16-12

Item: 3D

RECOMMENDATION

Approve authorizing the Executive Director to execute a management services agreement to perform services for the City of Nevada City.

BACKGROUND

The City of Nevada City has requested the JPAs provide a City Manager for the City. The JPAs have identified and hired an employee for the position. The JPAs began providing services on May 28, 2012 and services are expected to continue through the end of December, 2013.

FISCAL IMPACT

The hourly rate charged the Agency for services 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

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

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

Email: JBower@rgs.ca.gov
PO Box 1077
Camarillo, CA 93011-1077

AGREEMENT FOR MANAGEMENT AND ADMINISTRATIVE SERVICES

This Agreement for Management Services ("Agreement") is made and entered into as of the 28th day of May 2012, by and between the **City of Nevada City**, 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 AGENCY; and
- C. That 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 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. 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 8. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 9. Amendments. This Agreement may be amended or modified only by

written agreement signed by both Parties.

Section 10. 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 11. 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 12. 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 13. Employment Offers to Our Staff During the term of this Agreement and for a period of one year 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.

Section 14. Entire Agreement This Agreement, including Exhibit A, comprises the entire Agreement.

Section 15. Indemnity

15.1 RGS's indemnity obligations 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.

- 15.2 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 she has provided under this Agreement.

Section 16. 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 Nevada City
City Manager
317 Broad Street
Nevada City, CA 95959

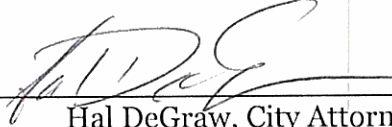
RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 93924

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: May 30, 2012 **CITY OF NEVADA CITY**

By: 
David McKay, Mayor

APPROVED AS TO FORM:

DATED: May 30, 2012 By: 
Hal DeGraw, City Attorney

DATED: June 5, 2012 **REGIONAL GOVERNMENT SERVICES**

By: 
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: June 6, 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 City Manager 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 AGENCY job description(s) for this/these position(s).
- Perform related work as required.

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

RGS will provide City Manager services for up to one year 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
David Brennan or other such employees	City Manager	\$61.08

The start date for the services to be performed is May 28, 2012 or later, and this agreement is anticipated to remain in force through December 31, 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 PORTOLA VALLEY**

EC Meeting: 8-16-12

Item: 3E

RECOMMENDATION

Approve authorizing the Executive Director to execute a management services agreement to perform services for the Town of Portola Valley.

BACKGROUND

The Town of Portola Valley has requested the JPAs provide a Planning Manager for the Town. The JPAs have identified and hired an employee for the position. The JPAs began providing services on July 9, 2012 and services are expected to continue through the end of December, 2013. Administrative Assistant services are also being provided to the Town.

FISCAL IMPACT

The hourly rate charged the Agency for services 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

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

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

Email: JBower@rgs.ca.gov
PO Box 1077
Camarillo, CA 93011-1077

AGREEMENT FOR MANAGEMENT AND ADMINISTRATIVE SERVICES

This Agreement for Management Services ("Agreement") is made and entered into as of the 13th day of June 2012, by and between the **Town of Portola Valley**, 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 AGENCY; and
- C. That 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 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. 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 t 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 8. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

Section 9. Amendments. This Agreement may be amended or modified only by

written agreement signed by both Parties.

Section 10. 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 11. 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 12. 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 13. Employment Offers to Our Staff During the term of this Agreement and for a period of one year 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.

Section 14. Entire Agreement This Agreement, including Exhibit A, comprises the entire Agreement.

Section 15. Indemnity

15.1 RGS's indemnity obligations 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.

- 15.2 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 she has provided under this Agreement.

Section 16. 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: Town of Portola Valley
Town Manager
765 Portola Road
Portola Valley, CA 94028

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: July 11, 2012 TOWN OF PORTOLA VALLEY

By: Nick Pegueros
Nick Pegueros

APPROVED AS TO FORM:

DATED: July 11, 2012

By: Leigh P.
Town Attorney

DATED: June 15, 2012 REGIONAL GOVERNMENT SERVICES

By: Richard H. Averett
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: 6/15, 2012

By: Stephen Muzio
~~Steph Woodruff~~, Authority Counsel
Stephen Muzio

EXHIBIT A SCOPE OF SERVICES

RGS shall assign an RGS employee or employees to serve as the AGENCY's Planning Manager 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 AGENCY job description(s) for this/these position(s).
- Perform related work as required.

Such employee(s) may perform services at the AGENCY offices available in Portola Valley or at other locations.

RGS will provide Planning Manager services for up to one year 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
Steve Padovan	Planning Manager	\$66.50

The start date for the services to be performed is July 9, 2012 or later, and this agreement is anticipated to remain in force through December 31, 2013.

RESOLUTION NO. 2560-2012

RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF PORTOLA VALLEY APPROVING AN AGREEMENT
FOR ADMINISTRATIVE AND MANAGEMENT SERVICES
BETWEEN THE TOWN OF PORTOLA VALLEY AND
REGIONAL GOVERNMENT SERVICES AUTHORITY

WHEREAS, the Town of Portola Valley ("Town") desires to contract with Regional Government Services Authority for the provision of an Interim Planning Department Manager; and

WHEREAS, the Town Council of the Town of Portola Valley has read and considered the Agreement for Management and Administrative Services ("Agreement") between the Town and Regional Government Services Authority.

NOW, THEREFORE, the Town Council of the Town of Portola Valley does hereby **RESOLVE** as follows:

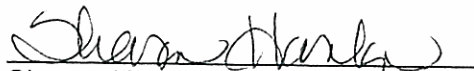
1. Public interest and convenience require the Town of Portola Valley to enter into the Agreement as described above.
2. The Town of Portola Valley hereby approves the Agreement and the Mayor is hereby authorized on behalf of the Town to execute the Agreement between the Town of Portola Valley and Regional Government Services Authority.

PASSED AND ADOPTED this 27th day of June, 2012.

By: _____

Maryann Moise Derwin, Mayor

ATTEST:


Sharon Hanlon, Town 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 ROCKLIN

EC Meeting: 8-16-12

Item: 3F

RECOMMENDATION

Approve authorizing the Executive Director to execute a management services agreement to perform services for the City of Rocklin.

BACKGROUND

The City of Rocklin has requested the JPAs provide an Inspector for the City. The JPAs have identified and hired an employee for the position. The JPAs began providing services on June 1, 2012 and services are expected to continue through the end of December, 2012.

FISCAL IMPACT

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

Agreement for Management and Administrative Services

This Agreement for Management Services ("Agreement") is made and entered into as of the 1st of May, 2012, by and between **The City of Rocklin**, 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: Deputy Director of Public Services
City of Rocklin
3970 Rocklin Road
Rocklin, CA 95677

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

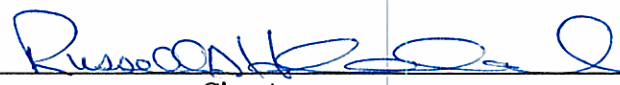
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized on their behalf.

DATED: 5/17, 2012 **City of Rocklin**

By: 
Ricky A. Horst, City Manager

APPROVED AS TO FORM:

DATED: 5/16, 2012

By: 
City Attorney

DATED: 5, 29, 2012 **Regional Government Services Authority**

By: 
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: 5-30, 2012

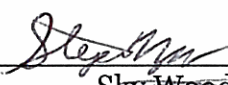
By: 
Sky Woodruff, Authority Counsel
Stephen Muzio

Exhibit A

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

- Perform quality control inspection services for street resurfacing/preventative maintenance projects.
- 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/these position(s).
- Perform related work as required.

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

RGS will provide Inspector 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
Joe Romer or others to be determined	Inspector	\$48.07

Such work shall not exceed \$20,000. Should additional work be recommended by RGS or requested by the City, such additional work will be approved by City prior to initiation of the additional work. The start date for the services to be performed is June 1, 2012, and this agreement is anticipated to remain in force through December 31, 2012.



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 SANTA CLARA

EC Meeting: 8-16-12

Item: 3G

RECOMMENDATION

Approve authorizing the Executive Director to execute a management services agreement to perform services for the City of Santa Clara.

BACKGROUND

The City of Santa Clara has requested the JPAs provide a Principal Accountant for the City. The JPAs have identified and hired an employee for the position. The JPAs began providing services on July 20, 2012 and services are expected to continue through the end of January, 2013.

FISCAL IMPACT

The hourly rate charged the Agency for services 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 20th day of July 2012, by and between **City of Santa Clara**, 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

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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, including employment practices liability, 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: Gary Ameling
Director of Finance
City of Santa Clara
1500 Warburton Ave.
Santa Clara, CA 95050

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 Santa Clara**

By: _____
Ronald E. Garratt, Interim City Manager

APPROVED AS TO FORM:

DATED: _____, 2012 By: _____
Richard E. Nosky, Jr., City Attorney

DATED: July 20, 2012 **Regional Government Services Authority**

By: [Signature]
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: July 20, 2012 By: [Signature]
Stephen Muzio, Authority Counsel

Exhibit A

Scope of Services. RGS shall assign an RGS employee or employees to serve as the Agency's Principal Accountant 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 Agency job description(s) for this/these position(s).
- Perform related work as required.

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

RGS will provide Principal Accountant 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 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
Sheila McCrory	Principal Accountant	\$61.85

The start date for the services to be performed is July 20, 2012, and this agreement is anticipated to remain in force through January 30, 2013.

The amount of the contract will not exceed \$50,000.

Exhibit B

Job Description

Principal Accountant

Update the City's fixed asset inventory to be sure that all City owned property is properly recorded and in compliance with applicable GASB standards. Coordinate with staff in the Finance Department and other departments and coordinate with an outside land consultant (if needed).

Assist in the preparation of financial statements for the internal service funds (as needed and available).



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 HUGHSON

EC Meeting: 8-16-12

Item: 3H

RECOMMENDATION

Approve authorizing the Executive Director to execute a management services agreement to perform services for the City of Hughson.

BACKGROUND

The City of Hughson has requested the RGS provide two part-time executive management positions for the City. RGS has identified two individuals for the positions and is in the process of finalizing the client agreement and hiring the employees. Services are anticipated to begin on September 1, 2012 and continue through August 31, 2013.

FISCAL IMPACT

The hourly rate charged the City for services is sufficient to pay all RGS salary, benefit, insurance and administrative costs.



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 13th day of August 2012, by and between the **City of Hughson**, 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.

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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 Hughson
7018 Pine Street
P.O. Box 9
Hughson, CA 95326

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 Hughson**

By: _____
Bryan Whitemyer, City Manager

APPROVED AS TO FORM:

DATED: _____, 2012 By: _____
Daniel Schroeder, City Attorney

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

By: _____
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: _____, 2012 By: _____
Stephen Muzio, Authority Counsel

Exhibit A

Scope of Services. RGS shall assign an RGS employee or employees to serve as the Agency's Director of Finance and Director of Administrative Services which positions require performing the functions as described below:

- Perform the functions as assigned.
- Be reasonably available to perform the services during the normal work week, for approximately 900 hours each per year, 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/these position(s).
- Perform related work as required.

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

RGS will provide Director of Finance and Director of Administrative Services services for one year 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 prior month's services. Invoices shall be sent approximately 15 days after the end of the month for which services were performed and shall be delinquent if not paid within 20 days of receipt. 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.

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
TBD	Director of Finance	\$58.45
TBD	Director of Administrative Services	\$58.45

The start date for the services to be performed is September 1, 2012, and this agreement is anticipated to remain in force through August 31, 2013.

CITY OF HUGHSON

DIRECTOR OF FINANCE

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under administrative direction, plans, manages, oversees, and directs the operations and services of the Finance Department, which includes budgeting, general accounting, auditing, cash management, payroll processing, utility billing, and business licenses information; coordinates activities with other City officials, departments, outside agencies, organizations, and the public; provides responsible and complex staff support to the City Council and City Manager; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Director of Finance** is the administrative management level class which oversees all functions and operations of the Finance Department and is responsible for originating, carrying out, reviewing, interpreting and coordinating policies in the administration of a diversified accounting, investment and information services operation. This classification is distinguished from the next higher classification of City Manager in that the latter has overall responsibility for administering the City's operations.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Manager. Exercises direct and indirect supervision over professional, technical and office support personnel.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Accepts full responsibility for all Finance Department activities and services, including activities associated with budgeting, general accounting, auditing, payroll processing, utility billing, and business licenses; coordinates the City's investment portfolio as needed with the City Treasurer; coordinates activities with other City officials, departments, outside agencies, organizations and the public.
- Plans, develops and implements departmental goals, objectives, policies and procedures; reviews and evaluates work methods and procedures for improving organizational performance, enhancing services and meeting goals; ensures that goals are achieved.

- Plans and directs the Department's work plan; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluates work methods and procedures; identifies and resolves problems and/or issues.
- Directs and manages the purchase of supplies, materials and equipment for the City.
- Oversees the selection, training and evaluation programs for all Finance personnel; provides or coordinates staff training; identifies and resolves staff deficiencies; fulfills discipline procedures; reviews the work of department personnel to ensure compliance with applicable federal, state and local laws, codes and regulations; interprets and enforces a variety of laws, codes, ordinances, regulations and standards.
- Directs and participates in all financial management and information system activities; manages and coordinates the City's investment portfolio, administers debt financing programs and secures tax-exempt and other types of financing; reviews, evaluates and recommends improvements to administrative and financial internal control systems and procedures; directs and participates in the preparation of a specific studies, fiscal and budgetary analyses and projections.
- Serves as liaison with federal, state, regional, county, city and special district agencies; provides responsible and complex staff support to the City Council, City Manager and Department managers; develops recommendations for policies, laws, ordinances, resolutions and programs related to Finance activities.
- Prepares and administers the Finance budget; prepares forecasts of necessary funds for staffing, materials and supplies; presents, justifies and defends programs, operations and activities; monitors and approves expenditures; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary; plan, organize and develop the City's annual operating and capital improvement budgets.
- Serves as a financial resource for department personnel, City staff, other organizations and the public; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.
- Services as a member of the City's management team; provides information and recommendations regarding operations; assists with City decision-making.
- Attends and participates in professional and community meetings; stays current on issues relative to the field of finance; responds to and resolves sensitive and complex community and organizational inquiries, issues and complaints; establishes and maintains a customer service orientation within the Department.

- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff and the public.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing statistical reports and data using a computer keyboard. Additionally, the position requires near and far vision in reading correspondence, statistical data and using a computer. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds also is required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification.)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Director of Finance**. A typical way of obtaining the required qualifications is to possess the equivalent of five years of broad and extensive experience in financial management, including at least three years in an administrative or supervisory capacity, and a bachelor's degree in accounting, business administration, finance, public administration or related field.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position.)*

Knowledge of:

Modern principles, practices and techniques of finance and information system administration, organization and operation; principles and practices of general, fund, cost and governmental accounting; principles and practices of auditing and financial control; principles and practices of budget administration; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations, including those related to municipal financing, utility billing; methods and techniques of scheduling work assignments; standard

office procedures, practices and equipment; modern office practices, methods and equipment, including a computer and applicable software; methods and techniques for record keeping and report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Plan, direct, manage and coordinate the work of the Finance Department; develop and administer sound departmental goals, objectives, policies and methods for evaluating achievement and performance levels; analyze complex financial and information system issues, make adjustments to standard operating procedures as necessary to improve organizational effectiveness; facilitate group participation and consensus building; attend evening meetings as required; prepare clear, concise and complete financial statements, reports and written materials; plan, organize, train, evaluate and direct work of assigned staff; interpret, explain and apply applicable laws, codes and regulations; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make sound decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; follow written and oral directions; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and a variety of word processing and software applications, including a variety of complex financial and accounting programs.

DIRECTOR OF ADMINISTRATIVE SERVICES

DEFINITION:

Under administrative direction, plans, manages, oversees and directs the operations and services of the City's Administrative Services Department, including personnel, risk management, City Clerk and internet services (IT); coordinates activities with other City officials, departments, outside agencies and organizations; provides responsible and complex staff support to the City Council and City Manager/Executive Director RDA; serves as a technical resource for assigned staff; performs other related duties as required. May also serve as the City Clerk.

DISTINGUISHING CHARACTERISTICS:

The Director of Administrative Services is the department head level class that oversees all functions and operations of the Administrative Services Department and is responsible for all IT, personnel and City Clerk functions for the City and the City's risk management program. This classification is distinguished from the next higher classification of City Manager/Executive Director RDA in that the latter has overall responsibility for administering the City's operations. FLSA status – exempt.

SUPERVISION RECEIVED/EXERCISED:

Receives administrative direction from the City Manager/Executive Director RDA. Exercises direct and indirect supervision over professional, technical, and office support staff.

ESSENTIAL FUNCTIONS: (include but are not limited to the following)

- Accepts full responsibility for all Administrative Services Department activities and services, including risk management, personnel and City Clerk function.
- Develops, implements and maintains Administrative Services Department goals, objectives, policies and procedures; reviews and evaluates work methods and procedures for improving organizational performance, enhancing services and meeting goals; ensures that goals are achieved.
- Prepares, manages and coordinates the development of the citywide and Administrative Services budgets; prepares forecasts of necessary funds for staffing, materials and supplies; presents, justifies and defends programs, operations and activities; monitors and approves expenditures; discusses and resolves budget issues with appropriate staff; implements adjustments as necessary.
- Plans, directs and coordinates the Administrative Services Department's work plan through appropriate department staff; assigns work activities and responsibilities to appropriate department personnel; reviews and evaluates organizational effectiveness and

productivity; identifies and resolves problems and/or issues.

- Maintains the City's insurance and safety programs; manages all claims filed against the City for liability and worker's compensation.
- Reviews, recommends, and approves all purchases for the Department in accordance with purchasing policies and procedures.
- Serves as a resource for department personnel, City staff and other organizations; coordinates pertinent information, resources and work teams necessary to support a positive and productive environment.
- Attends and participates in professional and community meetings; stays current on issues relative to the field of administrative services and service delivery responsibilities; maintains a customer service orientation within the department; responds to and resolves sensitive and complex community and organizational inquiries and complaints; manages the City's IT services.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking on slippery, level and uneven surfaces, kneeling, squatting and stooping in the performance of daily activities. The position also requires repetitive hand movement and fine coordination in preparing reports using a computer keyboard. The position also requires both near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and personal service. The need to lift, drag and push files, paper and documents weighing up to 25 pounds is also required.

Some of these requirements may be accommodated for otherwise qualified individuals requiring and requesting such accommodations.

QUALIFICATIONS: (The following are minimal qualifications necessary for entry into the classification.)

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a Director of Administrative Services. A typical way of obtaining the required qualifications is to possess the equivalent of five years of broad and extensive experience in financial or business management, including at least two years in a responsible management capacity, and a bachelor's degree in public administration, business administration or a related field.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: (The following are a representative sample of the KAS's necessary to perform essential duties of the position.)

Knowledge of:

Modern principles and practices of risk management and safety; principles and practices of budget administration; methods and techniques of supervision, training and motivation; applicable federal, state and local laws, codes and regulations, including governmental grant requirements; methods and techniques of scheduling work assignments; standard office procedures, practices and equipment; modern office equipment, including a computer and applicable software; methods and techniques for record keeping report preparation and writing; proper English, spelling and grammar; occupational hazards and standard safety practices.

Ability to:

Plan, direct, manage and coordinate the work of the Administrative Services Department; analyze complex financial and administrative issues, facilitate group participation and consensus building; participate in the establishment of division and/or department goals, objectives, policies and methods for evaluating achievement and performance levels; interpret, explain and apply applicable laws, codes and regulations; plan, organize, train, evaluate and direct work of assigned staff; make adjustments to standard operating procedures as necessary to improve organizational effectiveness; read, interpret and record data accurately; organize, prioritize and follow-up on work assignments; work independently and as part of a team; make decisions within established guidelines; analyze a complex issue, and develop and implement an appropriate response; observe safety principles and work in a safe manner; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships.

Skill to:

Operate an office computer and variety of word processing, analytical and financial software applications.



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

EC Meeting: 8-16-12

Item: 4A

RECOMMENDATION

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

P&L ANALYSIS

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

- LGS net income equals \$153,784 for the fiscal-year-end (FYE). The balance sheet shows Total Equity of \$1,231,146.
- RGS net income equals \$582,595 for the FYE. The balance sheet shows Total Equity of \$1,051,577.
- Combined LGS/RGS net income equals \$736,379 for the 2012 FYE. Combined Total Equity equals \$2,282,724.

Accruals for earned but not paid leave time have been posted to the financials. These accruals have not been reviewed by staff or auditors due to receipt of financials just prior to agenda packet distribution. Financial data will be reviewed by staff prior to the annual audit. Reserve contributions for Other Post-Employment Benefit were set aside monthly, and will be allocated to clients prior to finalizing the fiscal year financial reports. 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. An outstanding receivable from TJPA continues to be pursued. Gold Coast Health Plan is separating from RGS at the end of August, 2012. And MTC is in the process of reducing the number of assigned LGS staff positions by eight to ten.
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. For the last two years we were able to more than offset reduced earnings from traditional investment sources by 'investing' in client receivables and by maintaining a higher invested balance. These alternant investments have ended, for now, and we are back to 100 percent reliance on traditional investment sources with low yields. 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 June 2012**

	Admin - JPAs	C - IV	Calistoga	City of Clearlake	City of Davis	City of Marina
Ordinary Income/Expense						
Income						
440301 - Client Billings	0.00	323,296.00	1,665.00	90,699.31	6,650.00	29,820.00
440400 - LGS - Admin. Services	767,925.25	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	31,034.47	936.89	21.65	8,624.00	0.00	1,534.23
Total Income	798,959.72	324,232.89	1,686.65	99,323.31	6,650.00	31,354.23
Gross Profit	798,959.72	324,232.89	1,686.65	99,323.31	6,650.00	31,354.23
Expense						
511010 - Salaries - Regular	658,873.20	232,263.97	150.00	70,479.00	8,835.75	19,309.40
511072 - Salaries - Nonbillable	34,597.00	2,755.00	0.00	0.00	0.00	0.00
512002 - Medicare Employer Expense	7,816.25	3,409.07	2.17	1,021.95	128.13	277.62
512003 - Workers' Comp Exp clerical	65,589.01	0.00	0.00	0.00	0.00	0.00
512004 - Employee Assistance Program	5,010.50	0.00	0.00	0.00	0.00	0.00
512005 - Health Insurance Expense	13,771.01	885.37	9.14	0.00	0.00	848.72
512006 - Dental Insurance Expense	1,833.80	1,397.28	0.00	0.00	0.00	72.57
512007 - Vision Insurance Expense	385.81	265.92	0.00	0.00	0.00	0.00
512008 - Life Insurance Expense	623.56	668.40	0.00	0.00	0.00	0.00
512009 - Long Term Disability Expense	1,034.82	1,145.76	0.00	0.00	0.00	0.00
512010 - Stars 457 Expense	0.00	0.00	0.00	0.00	0.00	0.00
512011 - Stars 401A Expense	60,155.49	21,858.47	15.00	7,047.90	883.58	1,899.13
512014 - Short Term Disability Expense	685.27	1,137.12	0.00	0.00	0.00	0.00
512018 - FSA Health & Day Care Expense	3,061.70	0.00	0.00	0.00	0.00	0.00
520104 - Telephone/Internet	3,370.31	0.00	0.00	0.00	0.00	0.00
520105 - Cell Phones	733.36	0.00	0.00	0.00	0.00	0.00
520107 - ADP Payroll Fees	24,470.70	0.00	0.00	0.00	0.00	0.00
520201 - Office Supplies	73.52	0.00	0.00	0.00	0.00	0.00
520202 - Bank Fees & Services	5,591.27	0.00	0.00	0.00	0.00	0.00
520203 - Rent	-208.39	0.00	0.00	0.00	0.00	0.00
520204 - Printing & Postage	616.92	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	44,411.61	0.00	0.00	0.00	0.00	226.00
520320 - Professional Services	119,628.00	0.00	0.00	0.00	0.00	0.00
520501 - Professional Dues & Membership	4,754.75	0.00	0.00	0.00	0.00	0.00
520503 - Conferences & Meetings	57,954.95	0.00	0.00	1,001.00	0.00	0.00
520504 - Publications	4,825.42	0.00	0.00	0.00	0.00	0.00
520701 - General Liability Insurance Exp	235,068.99	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	6,241.47	2,193.37	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	4,964.31	7,643.14	0.00	5,313.00	0.00	2,826.80
520805 - Supplies & Meals Reimbursement	310.32	0.00	0.00	0.00	0.00	0.00
520904 - Computer Install & Maintenance	43,030.63	0.00	0.00	0.00	0.00	0.00
522798 - Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	1,428,161.56	275,622.87	197.96	86,248.85	9,847.46	25,460.24
Net Ordinary Income	-629,201.84	48,610.02	1,488.69	13,074.46	-3,197.46	5,893.99
Other Income/Expense						
Other Expense						
529996 - Attributed OPEB Expense	83,004.00	0.00	0.00	0.00	0.00	0.00
529997 - Unallocated Admin. Svcs - RGS	-629,201.84	0.00	0.00	0.00	0.00	0.00
529999 - Allocated Unbillable Expenses	0.00	26,559.50	138.16	8,136.06	544.73	2,568.38
Total Other Expense	-546,197.84	26,559.50	138.16	8,136.06	544.73	2,568.38
Net Other Income	546,197.84	-26,559.50	-138.16	-8,136.06	-544.73	-2,568.38
Net Income	-83,004.00	22,050.52	1,350.53	4,938.40	-3,742.19	3,325.61

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

	City of Menlo Park	Colma	Corte Madera	Dublin	GCHP	Gilroy	La Canada
Ordinary Income/Expense							
Income							
440301 - Client Billings	46,376.00	4,148.00	6,246.13	47,829.58	4,618,833.52	6,950.00	680.00
440400 - LGS - Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
440410 - Client Administration Fees	0.00	0.00	0.00	0.00	89,094.24	0.00	0.00
440420 - Finance Charges	0.00	0.00	0.00	0.00	5,175.21	0.00	0.00
480000 - Miscellaneous Income	0.00	0.00	0.00	135.30	192,804.90	775.52	50.00
Total Income	46,376.00	4,148.00	6,246.13	47,964.88	4,905,907.87	7,725.52	730.00
Gross Profit	46,376.00	4,148.00	6,246.13	47,964.88	4,905,907.87	7,725.52	730.00
Expense							
511010 - Salaries - Regular	36,890.00	3,400.00	5,165.00	34,400.00	3,274,244.03	6,534.53	425.00
511072 - Salaries - Nonbillable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512002 - Medicare Employer Expense	534.94	49.30	74.88	498.82	47,458.46	86.27	6.16
512003 - Workers' Comp Exp clerical	0.00	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	0.00
512005 - Health Insurance Expense	0.00	0.00	0.00	0.00	159,473.88	0.00	0.00
512006 - Dental Insurance Expense	0.00	0.00	0.00	0.00	41,092.45	0.00	0.00
512007 - Vision Insurance Expense	0.00	0.00	0.00	0.00	8,300.64	0.00	0.00
512008 - Life Insurance Expense	0.00	0.00	0.00	0.00	8,595.98	0.00	0.00
512009 - Long Term Disability Expense	0.00	0.00	0.00	0.00	14,494.56	0.00	0.00
512010 - Stars 457 Expense	0.00	0.00	0.00	0.00	-332.45	0.00	0.00
512011 - Stars 401A Expense	3,689.00	340.00	516.50	3,440.00	311,057.20	592.00	42.50
512014 - Short Term Disability Expense	0.00	0.00	0.00	0.00	13,438.18	0.00	0.00
512018 - FSA Health & Day Care Expense	0.00	0.00	0.00	0.00	-117.20	0.00	0.00
520104 - Telephone/Internet	0.00	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	0.00
520107 - ADP Payroll Fees	0.00	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	0.00
520202 - Bank Fees & Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520203 - Rent	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520204 - Printing & Postage	0.00	0.00	0.00	0.00	-75.00	0.00	0.00
520301 - Audit Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520302 - Legal Services	158.00	0.00	0.00	332.30	56,482.20	0.00	0.00
520320 - Professional Services	0.00	0.00	0.00	0.00	554.20	0.00	0.00
520501 - Professional Dues & Membership	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520503 - Conferences & Meetings	0.00	0.00	0.00	0.00	1,259.70	0.00	0.00
520504 - Publications	0.00	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	0.00
520750 - Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520801 - Mileage Reimbursement	0.00	0.00	0.00	0.00	77.70	127.10	0.00
520802 - Vehicle Allowance	0.00	0.00	0.00	0.00	307.99	0.00	0.00
520803 - Travel Reimbursement	0.00	0.00	0.00	0.00	19,240.80	775.52	0.00
520805 - Supplies & Meals Reimbursement	0.00	0.00	0.00	0.00	635.52	0.00	0.00
520904 - Computer Install & Maintenance	0.00	0.00	0.00	0.00	68,998.96	0.00	0.00
522798 - Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	41,271.94	3,789.30	5,756.38	38,671.12	4,025,187.80	8,115.42	473.66
Net Ordinary Income	5,104.06	358.70	489.75	9,293.76	880,720.07	-389.90	256.34
Other Income/Expense							
Other Expense							
529996 - Attributed OPEB Expense	0.00	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	0.00
529999 - Allocated Unbillable Expenses	3,798.88	339.78	511.65	3,929.04	401,866.82	632.83	59.80
Total Other Expense	3,798.88	339.78	511.65	3,929.04	401,866.82	632.83	59.80
Net Other Income	-3,798.88	-339.78	-511.65	-3,929.04	-401,866.82	-632.83	-59.80
Net Income	1,305.18	18.92	-21.90	5,364.72	478,853.25	-1,022.73	196.54

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

	Larkspur	LGS - TAM	Marin Transit District	MEA	Menlo Park FPD	MERA	MGSA
Ordinary Income/Expense							
Income							
440301 - Client Billings	83,995.40	0.00	978,347.49	0.00	223,138.02	90,000.00	273,713.36
440400 - LGS - Admin. Services	0.00	235,681.56	0.00	0.00	0.00	0.00	0.00
440410 - Client Administration Fees	0.00	0.00	-509,688.98	0.00	0.00	0.00	0.00
440420 - Finance Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00
480000 - Miscellaneous Income	649.46	0.00	4,415.56	0.00	184.00	0.00	11,035.46
Total Income	84,644.86	235,681.56	473,074.07	0.00	223,322.02	90,000.00	284,748.82
Gross Profit	84,644.86	235,681.56	473,074.07	0.00	223,322.02	90,000.00	284,748.82
Expense							
511010 - Salaries - Regular	66,617.05	202,614.66	231,255.77	0.00	181,492.83	70,538.40	209,479.95
511072 - Salaries - Nonbillable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512002 - Medicare Employer Expense	962.41	2,973.55	3,356.37	0.00	2,631.77	1,022.88	3,049.93
512003 - Workers' Comp Exp clerical	0.00	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	0.00
512005 - Health Insurance Expense	1,573.54	0.00	7,159.07	472.49	0.00	0.00	6,865.80
512006 - Dental Insurance Expense	50.19	1,688.44	2,079.46	0.00	0.00	0.00	698.88
512007 - Vision Insurance Expense	0.00	333.92	305.60	-78.70	0.00	0.00	183.36
512008 - Life Insurance Expense	0.00	514.32	418.76	0.00	0.00	0.00	250.56
512009 - Long Term Disability Expense	0.00	884.52	714.10	0.00	0.00	0.00	427.44
512010 - Stars 457 Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512011 - Stars 401A Expense	6,657.12	25,810.31	22,306.63	0.00	16,422.12	7,053.84	20,947.98
512014 - Short Term Disability Expense	0.00	861.84	708.72	0.00	0.00	0.00	424.32
512018 - FSA Health & Day Care Expense	0.00	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	0.00
520105 - Cell Phones	0.00	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	0.00
520201 - Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	98.02
520202 - Bank Fees & Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520203 - Rent	0.00	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	0.00
520301 - Audit Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520302 - Legal Services	144.00	0.00	156.00	0.00	479.00	0.00	0.00
520320 - Professional Services	0.00	0.00	372.30	0.00	0.00	0.00	0.00
520501 - Professional Dues & Membership	0.00	0.00	0.00	0.00	100.00	0.00	0.00
520503 - Conferences & Meetings	0.00	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	0.00
520701 - General Liability Insurance Exp	0.00	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	0.00
520801 - Mileage Reimbursement	443.16	0.00	239.49	0.00	124.89	0.00	3,991.21
520802 - Vehicle Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520803 - Travel Reimbursement	0.00	0.00	3,667.10	0.00	0.00	0.00	0.00
520805 - Supplies & Meals Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	943.05
520904 - Computer Install & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
522798 - Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	76,447.47	235,681.56	272,739.37	393.79	201,250.61	78,615.12	247,360.50
Net Ordinary Income	8,197.39	0.00	200,334.70	-393.79	22,071.41	11,384.88	37,388.32
Other Income/Expense							
Other Expense							
529996 - Attributed OPEB Expense	0.00	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	0.00
529999 - Allocated Unbillable Expenses	6,933.67	0.00	38,751.80	0.00	18,293.39	7,372.34	23,325.16
Total Other Expense	6,933.67	0.00	38,751.80	0.00	18,293.39	7,372.34	23,325.16
Net Other Income	-6,933.67	0.00	-38,751.80	0.00	-18,293.39	-7,372.34	-23,325.16
Net Income	1,263.72	0.00	161,582.90	-393.79	3,778.02	4,012.54	14,063.16

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

	<u>Milbrae</u>	<u>MMWD</u>	<u>MTC</u>	<u>Nevada City</u>	<u>Portola Valley</u>	<u>Rocklin</u>	<u>Rohnert Park</u>
Ordinary Income/Expense							
Income							
440301 - Client Billings	44,430.00	59,161.90	257,524.38	4,611.54	0.00	1,922.80	81,220.00
440400 - LGS - Admin. Services	0.00	0.00	-67,526.49	0.00	0.00	0.00	0.00
440410 - Client Administration Fees	0.00	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	0.00
480000 - Miscellaneous Income	201.00	0.00	5,215.35	0.00	0.00	0.00	0.00
Total Income	<u>44,631.00</u>	<u>59,161.90</u>	<u>195,213.24</u>	<u>4,611.54</u>	<u>0.00</u>	<u>1,922.80</u>	<u>81,220.00</u>
Gross Profit	44,631.00	59,161.90	195,213.24	4,611.54	0.00	1,922.80	81,220.00
Expense							
511010 - Salaries - Regular	35,704.00	46,830.00	139,860.40	3,894.29	0.00	1,329.60	62,782.72
511072 - Salaries - Nonbillable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512002 - Medicare Employer Expense	517.71	679.03	1,993.62	56.46	0.00	19.28	893.82
512003 - Workers' Comp Exp clerical	0.00	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	0.00
512005 - Health Insurance Expense	0.00	0.00	28,276.68	0.00	0.00	0.00	8,201.39
512006 - Dental Insurance Expense	0.00	0.00	3,953.64	0.00	0.00	0.00	93.06
512007 - Vision Insurance Expense	0.00	0.00	886.48	0.00	0.00	0.00	0.00
512008 - Life Insurance Expense	0.00	0.00	193.89	0.00	0.00	0.00	0.00
512009 - Long Term Disability Expense	0.00	0.00	331.24	0.00	0.00	0.00	0.00
512010 - Stars 457 Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512011 - Stars 401A Expense	3,570.40	4,683.00	13,680.14	389.43	0.00	132.96	6,261.00
512014 - Short Term Disability Expense	0.00	0.00	328.60	0.00	0.00	0.00	0.00
512018 - FSA Health & Day Care Expense	0.00	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	0.00
520105 - Cell Phones	0.00	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	0.00
520201 - Office Supplies	0.00	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	0.00
520203 - Rent	0.00	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	0.00
520301 - Audit Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520302 - Legal Services	201.00	0.00	1,232.90	0.00	133.00	-107.00	0.00
520320 - Professional Services	0.00	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	0.00
520503 - Conferences & Meetings	0.00	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	0.00
520701 - General Liability Insurance Exp	0.00	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	0.00
520801 - Mileage Reimbursement	0.00	0.00	3,982.35	0.00	0.00	0.00	0.00
520802 - Vehicle Allowance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520803 - Travel Reimbursement	0.00	0.00	353.50	0.00	0.00	0.00	0.00
520805 - Supplies & Meals Reimbursement	0.00	0.00	139.80	0.00	0.00	0.00	0.00
520904 - Computer Install & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
522798 - Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	<u>39,993.11</u>	<u>52,192.03</u>	<u>195,213.24</u>	<u>4,340.18</u>	<u>133.00</u>	<u>1,374.84</u>	<u>78,231.99</u>
Net Ordinary Income	4,637.89	6,969.87	0.00	271.36	-133.00	547.96	2,988.01
Other Income/Expense							
Other Expense							
529996 - Attributed OPEB Expense	0.00	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	0.00
529999 - Allocated Unbillable Expenses	3,655.94	4,846.24	21,522.29	377.75	0.00	157.51	6,653.13
Total Other Expense	<u>3,655.94</u>	<u>4,846.24</u>	<u>21,522.29</u>	<u>377.75</u>	<u>0.00</u>	<u>157.51</u>	<u>6,653.13</u>
Net Other Income	<u>-3,655.94</u>	<u>-4,846.24</u>	<u>-21,522.29</u>	<u>-377.75</u>	<u>0.00</u>	<u>-157.51</u>	<u>-6,653.13</u>
Net Income	<u><u>981.95</u></u>	<u><u>2,123.63</u></u>	<u><u>-21,522.29</u></u>	<u><u>-106.39</u></u>	<u><u>-133.00</u></u>	<u><u>390.45</u></u>	<u><u>-3,665.12</u></u>

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

	<u>San Mateo Co.</u>	<u>San Rafael</u>	<u>Sausalito</u>	<u>SBWMA</u>	<u>SMARTD</u>	<u>Stars</u>	<u>TAM</u>
Ordinary Income/Expense							
Income							
440301 - Client Billings	6,076.15	121,628.55	180,999.96	1,046.25	75.00	0.00	0.00
440400 - LGS - Admin. Services	0.00	0.00	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	0.00
440420 - Finance Charges	0.00	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	326.42
Total Income	<u>6,076.15</u>	<u>121,628.55</u>	<u>180,999.96</u>	<u>1,046.25</u>	<u>75.00</u>	<u>0.00</u>	<u>326.42</u>
Gross Profit	6,076.15	121,628.55	180,999.96	1,046.25	75.00	0.00	326.42
Expense							
511010 - Salaries - Regular	1,339.25	99,483.79	141,840.00	337.50	45.00	7,376.40	0.00
511072 - Salaries - Nonbillable	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512002 - Medicare Employer Expense	19.51	1,455.11	2,085.12	4.90	0.64	107.94	0.00
512003 - Workers' Comp Exp clerical	0.00	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	0.00
512005 - Health Insurance Expense	32.43	6,865.80	0.00	0.00	6.95	490.50	0.00
512006 - Dental Insurance Expense	0.00	698.88	698.88	0.00	0.00	74.20	0.00
512007 - Vision Insurance Expense	0.00	249.84	183.36	0.00	0.00	14.13	0.00
512008 - Life Insurance Expense	1.60	296.82	430.76	0.00	0.00	23.96	0.00
512009 - Long Term Disability Expense	2.65	508.86	742.50	0.00	0.00	39.77	0.00
512010 - Stars 457 Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512011 - Stars 401A Expense	99.72	11,769.27	13,500.00	33.75	4.50	1,099.78	0.00
512014 - Short Term Disability Expense	1.75	468.48	655.60	0.00	0.00	26.33	0.00
512018 - FSA Health & Day Care Expense	0.00	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	0.00
520105 - Cell Phones	0.00	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	0.00
520201 - Office Supplies	0.00	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	0.00
520203 - Rent	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520204 - Printing & Postage	0.00	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	0.00
520302 - Legal Services	0.00	0.00	0.00	0.00	0.00	0.00	227.30
520320 - Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	1,803.50
520501 - Professional Dues & Membership	0.00	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	0.00
520504 - Publications	0.00	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	0.00	0.00
520750 - Interest Expense	0.00	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	0.00
520802 - Vehicle Allowance	0.00	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	0.00
520805 - Supplies & Meals Reimbursement	0.00	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	0.00
522798 - Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	<u>1,496.91</u>	<u>122,048.81</u>	<u>160,136.22</u>	<u>376.15</u>	<u>57.09</u>	<u>9,253.01</u>	<u>2,320.80</u>
Net Ordinary Income	4,579.24	-420.26	20,863.74	670.10	17.91	-9,253.01	-1,994.38
Other Income/Expense							
Other Expense							
529996 - Attributed OPEB Expense	0.00	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	0.00
529999 - Allocated Unbillable Expenses	497.73	9,963.19	14,826.59	85.70	6.14	0.00	26.74
Total Other Expense	<u>497.73</u>	<u>9,963.19</u>	<u>14,826.59</u>	<u>85.70</u>	<u>6.14</u>	<u>0.00</u>	<u>26.74</u>
Net Other Income	<u>-497.73</u>	<u>-9,963.19</u>	<u>-14,826.59</u>	<u>-85.70</u>	<u>-6.14</u>	<u>0.00</u>	<u>-26.74</u>
Net Income	<u><u>4,081.51</u></u>	<u><u>-10,383.45</u></u>	<u><u>6,037.15</u></u>	<u><u>584.40</u></u>	<u><u>11.77</u></u>	<u><u>-9,253.01</u></u>	<u><u>-2,021.12</u></u>

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

	TJPA	Twin Cities Police Auth.	Vallejo	VCTC2	Walnut Creek	Yountville	TOTAL
Ordinary Income/Expense							
Income							
440301 - Client Billings	0.00	1,440.00	28,419.50	40,596.00	91,111.76	118,564.57	7,871,216.17
440400 - LGS - Admin. Services	93,919.68	0.00	0.00	0.00	0.00	0.00	1,030,000.00
440410 - Client Administration Fees	0.00	0.00	0.00	0.00	0.00	0.00	-420,594.74
440420 - Finance Charges	0.00	0.00	0.00	0.00	0.00	0.00	5,175.21
480000 - Miscellaneous Income	0.00	0.00	300.00	564.50	0.00	-2,403.64	256,405.07
Total Income	93,919.68	1,440.00	28,719.50	41,160.50	91,111.76	116,160.93	8,742,201.71
Gross Profit	93,919.68	1,440.00	28,719.50	41,160.50	91,111.76	116,160.93	8,742,201.71
Expense							
511010 - Salaries - Regular	82,433.20	967.34	15,600.00	32,845.84	76,117.50	98,549.89	6,160,305.26
511072 - Salaries - Nonbillable	0.00	0.00	0.00	0.00	0.00	0.00	37,352.00
512002 - Medicare Employer Expense	1,209.52	13.79	226.19	473.60	1,103.72	1,429.08	87,649.97
512003 - Workers' Comp Exp clerical	0.00	0.00	0.00	0.00	0.00	0.00	65,589.01
512004 - Employee Assistance Program	0.00	0.00	0.00	0.00	0.00	0.00	5,010.50
512005 - Health Insurance Expense	42.51	91.07	0.00	14.99	0.00	76.17	235,157.51
512006 - Dental Insurance Expense	21.20	16.30	0.00	38.21	0.00	15.51	54,522.95
512007 - Vision Insurance Expense	5.35	0.00	0.00	10.02	0.00	4.07	11,049.80
512008 - Life Insurance Expense	1.67	0.00	0.00	0.00	0.00	0.00	12,020.28
512009 - Long Term Disability Expense	2.78	0.00	0.00	0.00	0.00	0.00	20,329.00
512010 - Stars 457 Expense	0.00	0.00	0.00	0.00	0.00	0.00	-332.45
512011 - Stars 401A Expense	10,001.61	96.00	1,560.00	3,279.99	7,611.75	9,748.66	598,256.73
512014 - Short Term Disability Expense	1.84	0.00	0.00	0.00	0.00	0.00	18,738.05
512018 - FSA Health & Day Care Expense	0.00	0.00	0.00	0.00	0.00	0.00	2,944.50
520104 - Telephone/Internet	0.00	0.00	0.00	0.00	0.00	0.00	3,370.31
520105 - Cell Phones	0.00	0.00	0.00	0.00	0.00	0.00	733.36
520107 - ADP Payroll Fees	0.00	0.00	0.00	0.00	0.00	0.00	24,470.70
520201 - Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	171.54
520202 - Bank Fees & Services	0.00	0.00	0.00	0.00	0.00	0.00	5,591.27
520203 - Rent	0.00	0.00	0.00	0.00	0.00	0.00	-208.39
520204 - Printing & Postage	0.00	0.00	0.00	0.00	0.00	0.00	793.88
520301 - Audit Services	0.00	0.00	0.00	0.00	0.00	0.00	17,350.00
520302 - Legal Services	0.00	0.00	0.00	219.00	339.00	0.00	104,634.31
520320 - Professional Services	200.00	0.00	0.00	251.00	0.00	3,114.00	125,923.00
520501 - Professional Dues & Membership	0.00	0.00	0.00	0.00	0.00	0.00	4,854.75
520503 - Conferences & Meetings	0.00	0.00	0.00	0.00	0.00	100.00	60,315.65
520504 - Publications	0.00	0.00	0.00	0.00	0.00	0.00	5,115.42
520701 - General Liability Insurance Exp	0.00	0.00	0.00	0.00	0.00	0.00	235,068.99
520750 - Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00	1,370.62
520801 - Mileage Reimbursement	0.00	0.00	295.26	14.69	0.00	0.00	19,138.34
520802 - Vehicle Allowance	0.00	0.00	0.00	0.00	0.00	0.00	473.37
520803 - Travel Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	44,784.17
520805 - Supplies & Meals Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	2,028.69
520904 - Computer Install & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	112,029.59
522798 - Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	93,919.68	1,184.50	17,681.45	37,147.34	85,171.97	113,037.38	8,076,602.68
Net Ordinary Income	0.00	255.50	11,038.05	4,013.16	5,939.79	3,123.55	665,599.03
Other Income/Expense							
Other Expense							
529996 - Attributed OPEB Expense	0.00	0.00	0.00	0.00	0.00	0.00	83,004.00
529997 - Unallocated Admin. Svcs - RGS	0.00	0.00	0.00	0.00	0.00	0.00	-629,201.84
529999 - Allocated Unbillable Expenses	0.00	117.96	2,352.55	3,371.66	7,463.41	9,515.32	629,201.84
Total Other Expense	0.00	117.96	2,352.55	3,371.66	7,463.41	9,515.32	83,004.00
Net Other Income	0.00	-117.96	-2,352.55	-3,371.66	-7,463.41	-9,515.32	-83,004.00
Net Income	0.00	137.54	8,685.50	641.50	-1,523.62	-6,391.77	582,595.03

Regional Government Services

Balance Sheet

As of June 30, 2012

Jun 30, 12

ASSETS

Current Assets

Checking/Savings

110010 - Wells Fargo - Cash	63,854.54
110030 - LAIF Account	48,110.16
110040 - CalTRUST Medium Term Fund	3,173,611.85
110050 - CalTRUST Short Term Fund	478,646.94

Total Checking/Savings 3,764,223.49

Accounts Receivable

131130 - Accounts Receivable	1,263,927.03
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Total Accounts Receivable 1,263,927.03

Other Current Assets

131131 - Accounts Receivable - Misc	5,758.20
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Total Other Current Assets 5,758.20

Total Current Assets 5,033,908.72

Other Assets

160001 - Workers Comp Deposits/Credits	4,280.00
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Total Other Assets 4,280.00

TOTAL ASSETS 5,038,188.72

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

214060 - Due to LGS	2,097,369.69
221003 - 457/401A Retirement Liability	35,060.12
221006 - FSA Liability	-806.00
221015 - Health Insurance Liability	-37,368.31
221023 - Dental Insurance Liability	-5,572.93
221024 - Vision Insurance Liability	-1,234.14
230060 - Accrued Salaries, Wages & Taxes	245,320.58
240010 - Deferred Revenue	987,165.66
250001 - Accrued Vacation, Sick, Admin	353,238.61

Total Other Current Liabilities 3,673,173.28

Total Current Liabilities 3,673,173.28

Long Term Liabilities

260001 - Gen Liab Ins Claims Payable	120,434.00
260002 - Other Post Employment Benefits	193,004.00

Total Long Term Liabilities 313,438.00

Total Liabilities 3,986,611.28

Equity

370000 - Fund Bal Unreserved/Unrestricted	468,982.41
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Net Income 582,595.03

Total Equity 1,051,577.44

TOTAL LIABILITIES & EQUITY 5,038,188.72



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

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TO: EXECUTIVE COMMITTEE **EC Meeting: 8-16-12**
FROM: RICHARD H. AVERETT, CFO/Treasurer **Item: 4B**
SUBJECT: PAYMENTS MADE MARCH 2012 THROUGH JUNE 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
Reciepts and Disbursements
March 1, 2012 - June 30, 2012

110010 - Wells Fargo - Cash

Type	Date	Num	Name	Memo	Clr	Amount	Balance
							299,862.91
Payment	03/01/2012	2000410711	Marin Transit District		√	51,000.00	350,862.91
Check	03/01/2012	EFT	LGS	ZZBA TransferBA Transfer	√	-14,488.00	336,374.91
Transfer	03/01/2012			Funds Transfer	√	-390,000.00	-53,625.09
Payment	03/02/2012	029376	VCTC2		√	261.00	-53,364.09
Payment	03/02/2012	204615	Rohnert Park		√	6,620.00	-46,744.09
Payment	03/02/2012	8904373	Consortium IV		√	6,500.00	-40,244.09
Payment	03/02/2012	8904372	Consortium IV		√	24,182.00	-16,062.09
Deposit	03/02/2012			Deposit	√	273.00	-15,789.09
Transfer	03/02/2012			Funds Transfer	√	15,000.00	-789.09
Check	03/02/2012	EFT	LGS	ZBA Transfer	√	-24,816.76	-25,605.85
Check	03/02/2012	EFT	ADP Fees	Payroll Fees	√	-494.27	-26,100.12
Payment	03/05/2012	010143	Menlo Park FPD		√	7,252.64	-18,847.48
Payment	03/05/2012	058346	City of Clear Lake		√	8,377.20	-10,470.28
Payment	03/05/2012	1819	GCHP		√	458,883.07	448,412.79
Payment	03/05/2012	2000411660	Marin Transit District		√	56,000.00	504,412.79
Transfer	03/06/2012			Funds Transfer	√	400,000.00	904,412.79
Check	03/06/2012	EFT	LGS	ZBA Transfer	√	-92,577.08	811,835.71
Transfer	03/06/2012			Funds Transfer	√	-35,000.00	776,835.71
Check	03/06/2012	EFT	ADP Net Checks	02/29 Payroll	√	-186,408.20	590,427.51
Check	03/06/2012	EFT	ADP Net Checks	Payroll Fees	√	-171.50	590,256.01
Check	03/07/2012	EFT	LGS	ZBA Transfer	√	-24,350.15	565,905.86
Transfer	03/07/2012			Funds Transfer	√	-455,000.00	110,905.86
Check	03/07/2012	EFT	ADP FWH/SWH/MED	02/29 Payroll	√	-59,266.48	51,639.38
Check	03/08/2012	EFT	LGS	ZBA Transfer	√	-37,032.30	14,607.08
Check	03/08/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-25,735.06	-11,127.98
Check	03/08/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-10,528.41	-21,656.39
Check	03/09/2012	2839	Angie Zavala	11/28-2/15 expenses	√	-38.02	-21,694.41
Check	03/09/2012	2840	Glen Lazoff	Feb Expenses	√	-205.00	-21,899.41
Check	03/09/2012	2841	Richard Averett	Feb Expenses	√	-876.99	-22,776.40
Check	03/09/2012	2842	Sandra Sato	Feb Expenses	√	-770.00	-23,546.40
Check	03/09/2012	2843	Teresa Bryerton	Feb Expenses	√	-966.68	-24,513.08
Check	03/09/2012	2844	Sophia Selivanoff	Feb Expenses	√	-193.74	-24,706.82
Check	03/09/2012	2845	Jeff Rawles	Feb Expenses	√	-258.97	-24,965.79
Deposit	03/09/2012			Deposit	√	14,109.40	-10,856.39
Payment	03/09/2012	056248	Larkspur		√	10,199.86	-656.53
Payment	03/09/2012	038060	Yountville		√	16,545.86	15,889.33
Deposit	03/09/2012			Deposit	√	1,036.66	16,925.99
Deposit	03/12/2012			Deposit	√	10,320.34	27,246.33
Deposit	03/12/2012			Deposit	√	175,322.44	202,568.77
Payment	03/12/2012	2000412771	Marin Transit District		√	29,039.05	231,607.82
Deposit	03/12/2012			Deposit	√	16,010.40	247,618.22
Check	03/12/2012	EFT	LGS	ZBA Transfer	√	-174.97	247,443.25
Check	03/12/2012	EFT	Wells Fargo Bank	Service Charge	√	-226.11	247,217.14
Check	03/12/2012	EFT	Flex-Plan Services Inc	April Commuter Benefits	√	-835.00	246,382.14
Transfer	03/13/2012			Funds Transfer	√	-215,000.00	31,382.14
Payment	03/14/2012	2000413177	MGSA		√	22,541.50	53,923.64
Payment	03/14/2012	56312	Larkspur		√	9,993.88	63,917.52
Check	03/16/2012	EFT	LGS	ZBA Transfer	√	-421.12	63,496.40
Check	03/16/2012	EFT	ADP Fees	Payroll Fees	√	-482.52	63,013.88
Payment	03/19/2012	287549	San Rafael		√	5,921.25	68,935.13
Payment	03/19/2012	7003000666	MERA		√	7,500.00	76,435.13
Payment	03/19/2012	010216	Menlo Park FPD		√	13,808.00	90,243.13
Payment	03/19/2012	292428	Walnut Creek		√	19,927.44	110,170.57
Payment	03/19/2012	1843	GCHP		√	320,000.00	430,170.57
Check	03/19/2012	EFT	LGS	ZBA Transfer	√	-3,892.20	426,278.37
Check	03/20/2012	EFT	LGS	ZBA Transfer	√	-21,893.39	404,384.98
Check	03/21/2012	EFT	LGS	ZBA Transfer	√	-99,946.06	304,438.92
Check	03/21/2012	EFT	ADP Net Checks	03/15 Payroll	√	-196,104.72	108,334.20
Check	03/21/2012	EFT	ADP Fees	2/28 payroll	√	-171.50	108,162.70
Deposit	03/22/2012			Deposit	√	140,296.12	248,458.82
Payment	03/22/2012	038134	Yountville		√	13,303.33	261,762.15
Check	03/22/2012	EFT	LGS	ZBA Transfer	√	-29,215.72	232,546.43
Check	03/22/2012	EFT	Brandy Armenta	To replace prior check	√	-517.05	232,029.38
Check	03/22/2012	EFT	Heather Quinn	To replace lost check	√	-1,400.99	230,628.39
Check	03/22/2012	EFT	ADP FWH/SWH/MED	03/15 Payroll	√	-66,289.64	164,338.75
Check	03/22/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-27,169.92	137,168.83
Check	03/22/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-10,528.41	126,640.42
Payment	03/23/2012	132886	Sausalito		√	15,083.33	141,723.75
Deposit	03/23/2012			Deposit	√	14,500.00	156,223.75

Regional Government Services
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March 1, 2012 - June 30, 2012

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Deposit	03/23/2012			Deposit	√	3,493.27	159,717.02
Check	03/23/2012	EFT	LGS	ZBA Transfer	√	-6,493.04	153,223.98
Transfer	03/23/2012			Funds Transfer	√	-158,000.00	-4,776.02
Check	03/23/2012	EFT	ADP Fees	Payroll Fees	√	-447.30	-5,223.32
Payment	03/26/2012	1877	GCHP		√	78,519.06	73,295.74
Transfer	03/26/2012			Funds Transfer	√	158,000.00	231,295.74
Transfer	03/26/2012			Funds Transfer	√	-158,000.00	73,295.74
Check	03/28/2012	EFT	LGS	ZBA Transfer	√	-3,299.83	69,995.91
Check	03/30/2012	2846	Reliance	Jan Contributions	√	-4,615.34	65,380.57
Bill Pmt -Check	03/30/2012	2847	City of Foster City	bill 6711 Cal Opps Annual Fee	√	-1,500.00	63,880.57
Bill Pmt -Check	03/30/2012	2848	US Bank	Charges 2/10 to 3/5 for statement cut off 03/06/12	√	-11,490.66	52,389.91
Bill Pmt -Check	03/30/2012	2849	iT Solutions	Invoice 1017 3/27 and 3/30	√	-120.00	52,269.91
Check	03/30/2012	2850	CalPERS	100000013105153-Apr Premium	√	-28,124.83	24,145.08
Check	03/30/2012	2851	Vision Service Plan	VOID: Mar premiums 12 275218 0002	√	0.00	24,145.08
Check	03/30/2012	2852	Vision Service Plan	Apr premiums 12 275218 0002	√	-886.42	23,258.66
Check	03/30/2012	2853	Allied Administrators	Apr Premium Employer ID #79360-7917-7155	√	-4,258.72	18,999.94
Payment	03/30/2012	8921305	Consortium IV		√	5,212.00	24,211.94
Payment	03/30/2012	8921306	Consortium IV		√	24,182.00	48,393.94
Payment	03/30/2012	205140	Rohnert Park		√	7,020.00	55,413.94
Check	03/30/2012	EFT	LGS	ZBA Transfer	√	-386.12	55,027.82
Check	03/30/2012	EFT	ADP Fees	Payroll Fees	√	-482.21	54,545.61
Payment	04/02/2012	058473	City of Clear Lake		√	8,296.65	62,842.26
Payment	04/02/2012	010272	Menlo Park FPD		√	7,252.64	70,094.90
Payment	04/02/2012	163680	City of Gilroy		√	575.00	70,669.90
Check	04/03/2012	2936	LGS	ZBA Transfer	√	-30,514.73	40,155.17
Payment	04/05/2012	2000417015	Marin Transit District		√	20,657.48	60,812.65
Transfer	04/05/2012			Funds Transfer	√	200,000.00	260,812.65
Transfer	04/05/2012			Funds Transfer	√	135,000.00	395,812.65
Check	04/05/2012	2937	LGS	ZBA Transfer	√	-101,527.93	294,284.72
Check	04/05/2012	2938	ADP Net Checks	03/31 Payroll	√	-182,827.23	111,457.49
Payment	04/06/2012	55573	MTC		√	25,359.29	136,816.78
Payment	04/06/2012	29454	VCTC2		√	4,112.00	140,928.78
Payment	04/06/2012	202592	Corte Madera		√	750.00	141,678.78
Payment	04/06/2012	056474	Larkspur		√	13,476.32	155,155.10
Deposit	04/06/2012			Deposit	√	25,986.30	181,141.40
Deposit	04/06/2012			Deposit	√	1,036.65	182,178.05
Check	04/06/2012	2939	LGS	ZBA Transfer	√	-31,227.58	150,950.47
Check	04/06/2012	2940	ADP FWH/SWH/MED	03/31 Payroll	√	-58,406.13	92,544.34
Check	04/09/2012	2941	LGS	ZBA Transfer	√	-5,284.98	87,259.36
Check	04/09/2012	EFT	Heather Quinn	manual check wire	√	-1,434.24	85,825.12
Check	04/10/2012	2854	Richard Averett	Mar Expenses	√	-2,145.00	83,680.12
Check	04/10/2012	2859	Jefferson Kise	Mar Expenses	√	-117.62	83,562.50
Check	04/10/2012	2858	Mark Jones	Feb Expenses	√	-480.59	83,081.91
Check	04/10/2012	2857	Brenton Santos-Smith	Jan 26-Feb 6 Expenses	√	-29.00	83,052.91
Check	04/10/2012	2856	Myrna Lebert	Dec, Jan, Feb, March Expenses	√	-2,751.91	80,301.00
Check	04/10/2012	2855	Anne Oliver	Mar Expenses	√	-430.77	79,870.23
Bill Pmt -Check	04/10/2012	2860	Claremont	Invoice 26239 Mar EAP	√	-355.50	79,514.73
Bill Pmt -Check	04/10/2012	2861	Employment Research Services	26859, 26878,	√	-395.30	79,119.43
Bill Pmt -Check	04/10/2012	2862	McGilloway, Ray, Brown & Kaufman		√	-9,644.36	69,475.07
Bill Pmt -Check	04/10/2012	2863	Terry Reomer	Invoice #3-2012	√	-2,288.00	67,187.07
Check	04/10/2012	2942	LGS	ZBA Transfer	√	-38,719.19	28,467.88
Check	04/10/2012	2943	Unified Trust Co.	RGS 401/457 Wire	√	-25,216.57	3,251.31
Check	04/10/2012	2944	Unified Trust Co.	RGS 401/457 Wire	√	-13,878.71	-10,627.40
Check	04/10/2012	EFT	Steven Lalich	manual check wire	√	-2,299.18	-12,926.58
Check	04/10/2012	EFT	Glen Lazoff	manual check wire	√	-704.27	-13,630.85
Check	04/10/2012	EFT	Winnie Chung	manual check wire	√	-262.93	-13,893.78
Check	04/11/2012	2945	LGS	ZBA Transfer	√	-176.43	-14,070.21
Check	04/11/2012	EFT	Wells Fargo Bank	Service Charge	√	-280.32	-14,350.53
Deposit	04/12/2012			Deposit	√	533.34	-13,817.19
Deposit	04/12/2012			Deposit	√	3,614.18	-10,203.01
Payment	04/12/2012	014221	Calistoga		√	40.00	-10,163.01
Payment	04/12/2012	293224	Walnut Creek		√	2,585.50	-7,577.51
Payment	04/12/2012	288113	San Rafael		√	1,672.98	-5,904.53
Payment	04/12/2012	2000418316	MGSA		√	22,541.50	16,636.97
Transfer	04/12/2012			Funds Transfer	√	50,000.00	66,636.97
Check	04/12/2012	EFT	Flex-Plan Services Inc	May Transit benefits	√	-817.00	65,819.97
Payment	04/13/2012	2000418651	Marin Transit District		√	72,500.00	138,319.97
Check	04/13/2012	2946	LGS	ZBA Transfer	√	-373.97	137,946.00
Check	04/13/2012	EFT	ADP Fees	Payroll Fees	√	-469.42	137,476.58
Check	04/13/2012	EFT	ADP Net Checks	04/15 Payroll	√	-179,215.13	-41,738.55

Regional Government Services
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March 1, 2012 - June 30, 2012

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Payment	04/16/2012	7003000684	MERA		√	7,500.00	-34,238.55
Payment	04/16/2012	293453	Walnut Creek		√	15,916.32	-18,322.23
Payment	04/16/2012	1932	GCHP		√	375,000.00	356,677.77
Deposit	04/16/2012			Deposit	√	15,248.00	371,925.77
Deposit	04/16/2012			Deposit	√	116,492.56	488,418.33
Check	04/17/2012	2947	LGS	ZBA Transfer	√	-24,626.71	463,791.62
Transfer	04/18/2012			Funds Transfer	√	-160,000.00	303,791.62
Transfer	04/18/2012			.	√	-40,000.00	263,791.62
Deposit	04/19/2012			Deposit	√	175,599.74	439,391.36
Check	04/19/2012	2948	LGS	ZBA Transfer	√	-94,931.98	344,459.38
Payment	04/20/2012	2000419741	MGSA		√	2,758.97	347,218.35
Deposit	04/20/2012			Deposit	√	14,500.00	361,718.35
Check	04/20/2012	2949	LGS	ZBA Transfer	√	-26,446.08	335,272.27
Check	04/20/2012	EFT	ADP FWH/SWH/MED	04/15 Payroll	√	-56,671.61	278,600.66
Transfer	04/20/2012			Funds Transfer	√	-215,000.00	63,600.66
Check	04/20/2012	EFT	ADP Fees	Payroll Fees	√	-279.80	63,320.86
Check	04/23/2012		LGS	ZBA Transfer	√	-6,175.80	57,145.06
Check	04/23/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-11,204.92	45,940.14
Check	04/23/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-24,809.31	21,130.83
Check	04/24/2012	2866	Flex-Plan Services Inc	Feb 1-29, Mar 1-31, Apr 1-15 2012 Health and Day	√	-5,377.58	15,753.25
Bill Pmt -Check	04/24/2012	2867	Meyers Nave	Mar invoice 2012030533	√	-10,746.00	5,007.25
Check	04/24/2012	2868	Pamela Toconis	Mar 2012 Expenses	√	-307.99	4,699.26
Bill Pmt -Check	04/24/2012	2869	US Bank	Charges 3/7-4/5 for statement cut off 04/06/12	√	-4,148.92	550.34
Bill Pmt -Check	04/24/2012	2870	US Bank	Charges 3/7-4/5 for statement cut off 04/06/12	√	-4,870.17	-4,319.83
Payment	04/25/2012	224746	Millbrae		√	6,501.00	2,181.17
Payment	04/25/2012	205507	Rohnert Park		√	7,980.00	10,161.17
Payment	04/25/2012	133168	Sausalito		√	15,083.33	25,244.50
Payment	04/25/2012	16707	Dublin		√	643.31	25,887.81
Check	04/25/2012	EFT	Nancy Sellers	manual check wire	√	-1,121.13	24,766.68
Payment	04/27/2012	8940356	Consortium IV		√	5,200.00	29,966.68
Payment	04/27/2012	8940357	Consortium IV		√	24,182.00	54,148.68
Payment	04/27/2012	288420	San Rafael		√	4,500.00	58,648.68
Check	04/27/2012		LGS	ZBA Transfer	√	-350.37	58,298.31
Check	04/27/2012	EFT	ADP Fees	Payroll Fees	√	-458.62	57,839.69
Check	04/30/2012	2871	Jeff Rawles	Mar Exp 473.59 + Apr. 475.21	√	-948.80	56,890.89
Check	04/30/2012	2872	Mark Jones	Mar Expenses	√	-285.98	56,604.91
Bill Pmt -Check	04/30/2012	2873	Klein Friedlander		√	-23,382.00	33,222.91
Check	04/30/2012	2874	CalPERS	100000013129849-May Premium	√	-24,415.14	8,807.77
Check	04/30/2012	2875	Employment Development Dept	Misc EE's 1st Q 2012 932-0533-4	√	-13,189.00	-4,381.23
Check	04/30/2012	2876	Flex-Plan Services Inc	Mar16- 31, Apr 16- 30 2012 Health and Day Care	√	-1,673.36	-6,054.59
Check	04/30/2012	2877	Reliance	VOID: Feb/Mar Contributions	√	0.00	-6,054.59
Bill Pmt -Check	04/30/2012	2878	Claremont	Invoice 26008 Mar EAP	√	-355.50	-6,410.09
Check	04/30/2012	2879	Reliance	Mar Contributions	√	-4,229.05	-10,639.14
Check	04/30/2012	2880	Reliance	Apr Contributions	√	-3,878.54	-14,517.68
Check	04/30/2012	2881	Angie Zavala	2/16-5/10/92 expenses	√	-134.97	-14,652.65
Check	04/30/2012	2882	Myrna Lebert	4/11 to 4/26/12 Expenses	√	-1,131.58	-15,784.23
Check	04/30/2012	2883	Sophia Selivanoff	Apr Expenses	√	-906.78	-16,691.01
Check	04/30/2012	2884	Sandra Sato	Apr Expenses	√	-924.00	-17,615.01
Check	04/30/2012	2885	Sandra Sato	Mar Expenses	√	-770.00	-18,385.01
Check	04/30/2012	2886	Jennifer Bower	Jan Expenses	√	-604.44	-18,989.45
Check	04/30/2012	2887	Vision Service Plan	May premiums 12 275218 0002	√	-1,004.86	-19,994.31
Check	04/30/2012	2888	Allied Administrators	May Premium Employer ID #79360-7917-7155	√	-4,910.34	-24,904.65
Bill Pmt -Check	04/30/2012	2889	McGilloway, Ray, Brown & Kaufman		√	-9,058.15	-33,962.80
Bill Pmt -Check	04/30/2012	2890	Bartel Associates	Invoice 12-228 Work on Defined Benefit Plan	√	-2,000.00	-35,962.80
Bill Pmt -Check	04/30/2012	2891	Christopher Nelson	RGS000032	√	-65.00	-36,027.80
Bill Pmt -Check	04/30/2012	2892	Claremont	Invoice 26469 May EAP	√	-355.50	-36,383.30
Bill Pmt -Check	04/30/2012	2893	Meyers Nave	Feb invoice 2012030533	√	-1,239.84	-37,623.14
Payment	04/30/2012	058578	City of Clear Lake		√	9,388.85	-28,234.29
Payment	04/30/2012	056710	Larkspur		√	10,161.74	-18,072.55
Payment	04/30/2012	1968	GCHP		√	110,060.87	91,988.32
Payment	04/30/2012	293927	Walnut Creek		√	24,492.30	116,480.62
Payment	04/30/2012	010521	Menlo Park FPD		√	44,997.49	161,478.11
Check	05/01/2012	2932	Pamela Toconis	April GCHP 2012 Hotel Expenses		-2,926.68	158,551.43
Deposit	05/01/2012			Deposit	√	76,542.05	235,093.48
Check	05/01/2012	EFT	LGS	ZBA Transfer	√	-24,626.71	210,466.77
Transfer	05/01/2012			Funds Transfer	√	-305,000.00	-94,533.23
Payment	05/02/2012	029539	VCTC2		√	3,440.00	-91,093.23
Payment	05/02/2012	010454	Menlo Park FPD		√	9,342.64	-81,750.59
Payment	05/02/2012	56076	MTC		√	26,117.98	-55,632.61
Deposit	05/04/2012			Deposit	√	1,036.65	-54,595.96

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Type	Date	Num	Name	Memo	Clr	Amount	Balance
Transfer	05/04/2012			Funds Transfer	√	200,000.00	145,404.04
Transfer	05/04/2012			Funds Transfer	√	165,000.00	310,404.04
Check	05/04/2012	EFT	LGS	ZBA Transfer	√	-129,304.96	181,099.08
Check	05/04/2012	EFT	ADP Net Checks	04/30 Payroll	√	-190,574.14	-9,475.06
Check	05/04/2012	EFT	ADP FWH/SWH/MED	04/30 Payroll	√	-59,928.64	-69,403.70
Check	05/04/2012	EFT	ADP Fees	Payroll Fees	√	-93.00	-69,496.70
Deposit	05/07/2012			Deposit	√	14,109.40	-55,387.30
Payment	05/07/2012	164153	City of Gilroy		√	25.00	-55,362.30
Payment	05/07/2012	171640	City of Menlo Park		√	18,832.00	-36,530.30
Check	05/07/2012	EFT	LGS	ZBA Transfer	√	-6,599.65	-43,129.95
Transfer	05/07/2012			Funds Transfer	√	-60,000.00	-103,129.95
Transfer	05/08/2012			Funds Transfer	√	105,000.00	1,870.05
Check	05/08/2012	EFT	LGS	ZBA Transfer	√	-40,015.83	-38,145.78
Check	05/08/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-25,802.57	-63,948.35
Check	05/08/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-9,916.24	-73,864.59
Payment	05/09/2012	56166	MTC		√	41,916.31	-31,948.28
Deposit	05/09/2012			Deposit	√	53.80	-31,894.48
Transfer	05/09/2012			Funds Transfer	√	22,000.00	-9,894.48
Transfer	05/10/2012				√	30,000.00	20,105.52
Payment	05/11/2012	2887299	San Rafael		√	1,519.75	21,625.27
Deposit	05/11/2012			Deposit	√	50.00	21,675.27
Check	05/11/2012	EFT	LGS	ZBA Transfer	√	-559.07	21,116.20
Check	05/11/2012	EFT	Wells Fargo Bank	Service Charge	√	-264.93	20,851.27
Check	05/11/2012	EFT	ADP Fees	Payroll Fees	√	-492.57	20,358.70
Check	05/14/2012	EFT	Flex-Plan Services Inc	June Transit Passes	√	-1,139.00	19,219.70
Payment	05/17/2012	2000424769	MGSA		√	16,911.05	36,130.75
Payment	05/18/2012	056801	Twin Cities Police Authority		√	45.00	36,175.75
Payment	05/18/2012	029580	VCTC2		√	3,680.00	39,855.75
Payment	05/18/2012	038444	Yountville		√	14,590.67	54,446.42
Payment	05/18/2012	001998	GCHP		√	375,000.00	429,446.42
Payment	05/18/2012	2000425050	MGSA		√	5,630.45	435,076.87
Deposit	05/18/2012			Deposit	√	14,500.00	449,576.87
Check	05/18/2012	EFT	ADP Fees	Payroll Fees	√	-7.30	449,569.57
Deposit	05/21/2012			Deposit	√	110,000.00	559,569.57
Payment	05/21/2012	7003000711	MERA		√	7,500.00	567,069.57
Deposit	05/21/2012			Deposit	√	29,375.56	596,445.13
Check	05/21/2012	EFT	LGS	ZBA Transfer	√	-147,813.19	448,631.94
Check	05/21/2012	EFT	LGS	ZBA Transfer	√	-10,212.55	438,419.39
Check	05/21/2012	EFT	ADP Net Checks	05/15 Payroll	√	-200,326.79	238,092.60
Check	05/21/2012	EFT	ADP FWH/SWH/MED	05/15 Payroll	√	-63,931.33	174,161.27
Check	05/21/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-27,645.82	146,515.45
Check	05/21/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-11,610.88	134,904.57
Deposit	05/22/2012			Deposit	√	11,677.10	146,581.67
Transfer	05/22/2012			Funds Transfer	√	22,000.00	168,581.67
Transfer	05/22/2012			Funds Transfer	√	-130,000.00	38,581.67
Deposit	05/23/2012			Deposit	√	257.05	38,838.72
Check	05/23/2012	EFT	LGS	ZBA Transfer	√	-7,594.72	31,244.00
Payment	05/24/2012	2000426099	Marin Transit District		√	72,500.00	103,744.00
Check	05/24/2012	EFT	LGS	ZBA Transfer	√	-23,886.02	79,857.98
Payment	05/25/2012	8981853	Consortium IV		√	5,200.00	85,057.98
Payment	05/25/2012	8981852	Consortium IV		√	24,182.00	109,239.98
Payment	05/25/2012	202952	Corte Madera		√	3,300.00	112,539.98
Payment	05/25/2012	289001	San Rafael		√	4,500.00	117,039.98
Transfer	05/25/2012			Funds Transfer	√	-70,000.00	47,039.98
Bill Pmt -Check	05/30/2012	2894	Terry Reomer	Invoice #4-2012	√	-1,326.00	45,713.98
Payment	05/30/2012	2000427026	MGSA		√	3,448.80	49,162.78
Check	05/31/2012	2898	CalPERS	100000013150341 Jun Invoice	√	-34,950.81	14,211.97
Bill Pmt -Check	05/31/2012	2899	Federal Express		√	-34.09	14,177.88
Check	05/31/2012	2900	Richard Averett	May Expenses	√	-963.42	13,214.46
Check	05/31/2012	2901	Michael Garvey	May mileage expenses	√	-64.06	13,150.40
Check	05/31/2012	2903	Jefferson Kise	May Expenses	√	-146.97	13,003.43
Check	05/31/2012	2905	Allied Administrators	Jun Premium Employer ID #79360-7917-7155	√	-5,148.79	7,854.64
Check	05/31/2012	2906	Vision Service Plan	Jun premiums 12 275218 0002	√	-1,435.86	6,418.78
Check	05/31/2012	2907	Pamela Toconis	Mr-May GCHPr 2012 Expenses	√	-2,090.13	4,328.65
Check	05/31/2012	2908	Richard Averett	Apr Expenses	√	-138.18	4,190.47
Check	05/31/2012	2909	Charles Cho	Apr Expenses	√	-905.79	3,284.68
Check	05/31/2012	2910	Sophia Selivanoff	May Expenses	√	-1,292.57	1,992.11
Check	05/31/2012	2911	Anne Oliver	Apr/May Expenses	√	-775.52	1,216.59
Check	05/31/2012	2912	Teresa Bryerton	Mar GCHP Expenses	√	-903.79	312.80
Bill Pmt -Check	05/31/2012	2913	C.S.M.F.O.	invoices 6262 & 6266		-25.00	287.80

Regional Government Services
Receipts and Disbursements
March 1, 2012 - June 30, 2012

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Check	05/31/2012	2914	Mark Jones	Apr-May Expenses	√	-1,335.36	-1,047.56
Check	05/31/2012	2933	Pamela Toconis	May GCHP 2012 Hotel Expenses		-2,308.05	-3,355.61
Payment	05/31/2012	294874	Walnut Creek		√	11,742.80	8,387.19
Payment	05/31/2012	225234	Millbrae		√	7,900.00	16,287.19
Payment	05/31/2012	133454	Sausalito		√	15,083.33	31,370.52
Payment	05/31/2012	058693	City of Clear Lake		√	10,348.35	41,718.87
Check	05/31/2012	2939	Reliance	May Contributions		-3,287.40	38,431.47
Deposit	05/31/2012			Interest	√	0.40	38,431.87
Deposit	06/01/2012			Deposit	√	1,036.65	39,468.52
Check	06/01/2012	EFT	LGS	ZBA Transfer	√	-346.47	39,122.05
Check	06/01/2012	EFT	ADP Fees	Payroll Fees	√	-460.42	38,661.63
Deposit	06/04/2012			Deposit	√	165,000.00	203,661.63
Deposit	06/04/2012			Deposit	√	14,198.70	217,860.33
Payment	06/04/2012	029622	VCTC2		√	2,480.00	220,340.33
Payment	06/04/2012	064906	City of Marina		√	6,405.00	226,745.33
Payment	06/04/2012	295096	Walnut Creek		√	4,851.00	231,596.33
Payment	06/04/2012	2000427756	Marin Transit District		√	80,099.96	311,696.29
Bill Pmt -Check	06/05/2012	2895	Flex-Plan Services Inc		√	-1,409.60	310,286.69
Bill Pmt -Check	06/05/2012	2896	Flex-Plan Services Inc		√	-215.00	310,071.69
Bill Pmt -Check	06/05/2012	2897	McGilloway, Ray, Brown & Kaufman		√	-10,527.07	299,544.62
Payment	06/05/2012	2082	GCHP		√	375,000.00	674,544.62
Payment	06/05/2012	2067	GCHP		√	74,650.49	749,195.11
Check	06/06/2012	EFT	LGS	ZBA Transfer	√	-142,368.17	606,826.94
Transfer	06/06/2012			Funds Transfer	√	-180,000.00	426,826.94
Check	06/06/2012	EFT	ADP Net Checks	05/31 Payroll	√	-207,433.06	219,393.88
Check	06/06/2012	EFT	ADP FWH/SWH/MED	05/31 Payroll	√	-64,682.96	154,710.92
Bill Pmt -Check	06/07/2012	2902	Executive & Intrnl Programs	Prof Seminar,Jensen, Toft, J.Hill,Carter,McCreary,C	√	-37,800.00	116,910.92
Check	06/07/2012	EFT	LGS	ZBA Transfer	√	-20,668.95	96,241.97
Transfer	06/07/2012			Funds Transfer	√	-155,000.00	-58,758.03
Check	06/07/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-27,805.25	-86,563.28
Check	06/07/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-10,320.02	-96,883.30
Check	06/07/2012	EFT	Wells Fargo Bank	Service Charge	√	-238.42	-97,121.72
Bill Pmt -Check	06/08/2012	2904	Klein Friedlander		√	-25,766.00	-122,887.72
Payment	06/11/2012	206384	Rohnert Park		√	7,300.00	-115,587.72
Payment	06/11/2012	7003000722	MERA		√	7,500.00	-108,087.72
Payment	06/11/2012	056995	Larkspur		√	8,780.58	-99,307.14
Payment	06/11/2012	056995	Twin Cities Police Authority		√	675.00	-98,632.14
Deposit	06/11/2012			Deposit	√	1,040.00	-97,592.14
Deposit	06/11/2012			Deposit	√	16,772.80	-80,819.34
Deposit	06/11/2012			Deposit	√	77,076.03	-3,743.31
Check	06/11/2012	EFT	LGS	ZBA Transfer	√	-176.87	-3,920.18
Check	06/12/2012	EFT	LGS	ZBA Transfer	√	-22,599.54	-26,519.72
Check	06/13/2012	EFT	Flex-Plan Services Inc	July Commuter Fees	√	-806.00	-27,325.72
Payment	06/14/2012	172154	City of Menlo Park		√	11,264.00	-16,061.72
Payment	06/14/2012	17248	Dublin		√	6,829.67	-9,232.05
Deposit	06/15/2012			Deposit	√	14,500.00	5,267.95
Transfer	06/15/2012			Funds Transfer	√	100,000.00	105,267.95
Check	06/15/2012	EFT	LGS	ZBA Transfer	√	-378.62	104,889.33
Check	06/15/2012	EFT	ADP Fees	Payroll Fees	√	-518.22	104,371.11
Check	06/18/2012	EFT	LGS	ZBA Transfer	√	-57,669.44	46,701.67
Check	06/19/2012	EFT	LGS	ZBA Transfer	√	-2,480.40	44,221.27
Transfer	06/20/2012			Funds Transfer	√	385,000.00	429,221.27
Payment	06/21/2012	56885	MTC		√	26,516.92	455,738.19
Payment	06/21/2012	225480	Millbrae		√	12,900.00	468,638.19
Deposit	06/21/2012			Deposit	√	3,012.95	471,651.14
Deposit	06/21/2012			Deposit	√	16,010.40	487,661.54
Check	06/21/2012	EFT	LGS	ZBA Transfer	√	-141,430.45	346,231.09
Check	06/21/2012	EFT	ADP Net Checks	06/15 Payroll	√	-192,937.37	153,293.72
Deposit	06/22/2012			Deposit	√	18,612.63	171,906.35
Payment	06/22/2012	27153	La Canada		√	360.00	172,266.35
Payment	06/22/2012	010824	Menlo Park FPD		√	24,253.57	196,519.92
Payment	06/22/2012	289590	San Rafael		√	6,959.83	203,479.75
Payment	06/22/2012	2142	GCHP		√	38,391.69	241,871.44
Check	06/22/2012	EFT	ADP FWH/SWH/MED	06/15 Payroll	√	-57,507.29	184,364.15
Bill Pmt -Check	06/25/2012	2916	McGilloway, Ray, Brown & Kaufman			-9,509.00	174,855.15
Bill Pmt -Check	06/25/2012	2915	US Bank	Charges 3/7-4/5 for statement cut off 04/06/12		-10,511.74	164,343.41
Check	06/25/2012	2918	CalPERS	100000013240915 Jul Invoice		-37,368.71	126,974.70
Check	06/25/2012	2919	Pamela Toconis	June 2012 Expenses		-628.82	126,345.88
Check	06/25/2012	2920	Glen Lazoff	May Expenses		-102.69	126,243.19
Check	06/25/2012	2921	Jeff Rawles	May Expenses		-457.95	125,785.24

Regional Government Services
Reciepts and Disbursements
March 1, 2012 - June 30, 2012

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Check	06/25/2012	2922	Myrna Lebert	May Expenses		-1,314.15	124,471.09
Check	06/25/2012	2923	Sophia Selivanoff	May Expenses		-627.45	123,843.64
Check	06/25/2012	2924	Jon Burkett	May Expenses		-202.02	123,641.62
Check	06/25/2012	2925	Sandra Sato	May Expenses		-1,155.00	122,486.62
Bill Pmt -Check	06/25/2012	2926	Meyers Nave	Apr invoice 2012040467		-5,890.32	116,596.30
Check	06/25/2012	2927	Vision Service Plan	Jul premiums 12 275218 0002		-1,234.14	115,362.16
Bill Pmt -Check	06/25/2012	2928	Claremont	Invoice 26708 Jun EAP		-355.50	115,006.66
Bill Pmt -Check	06/25/2012	2929	Flex-Plan Services Inc	Inv 198460 June Bene Cards		-120.00	114,886.66
Bill Pmt -Check	06/25/2012	2930	McGilloway, Ray, Brown & Kaufman			-9,509.59	105,377.07
Check	06/25/2012	2931	Allied Administrators	Jul Premium Employer ID #79360-7917-7155		-5,572.93	99,804.14
Check	06/25/2012	2934	Pamela Toconis	June 2012 GCHP Hotel Expenses		-2,408.40	97,395.74
Check	06/25/2012	EFT	LGS	ZBA Transfer	√	-6,479.08	90,916.66
Transfer	06/25/2012			Funds Transfer	√	-45,000.00	45,916.66
Check	06/25/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-9,826.12	36,090.54
Check	06/25/2012	EFT	Unified Trust Co.	RGS 401/457 Wire	√	-25,477.13	10,613.41
Transfer	06/26/2012			Funds Transfer	√	-105,000.00	-94,386.59
Payment	06/28/2012	164721	City of Gilroy		√	3,850.00	-90,536.59
Payment	06/28/2012	8002080	Consortium IV		√	5,000.00	-85,536.59
Payment	06/28/2012	010857	Menlo Park FPD		√	9,343.97	-76,192.62
Deposit	06/28/2012			Deposit	√	20.00	-76,172.62
Deposit	06/29/2012			Deposit	√	165,000.00	88,827.38
Bill Pmt -Check	06/29/2012	2935	US Bank	Charges 5/4-6/5 for statement cut off 06-05-12		-9,702.69	79,124.69
Check	06/29/2012	EFT	LGS	ZBA Transfer	√	-358.97	78,765.72
Check	06/29/2012	EFT	ADP Fees	Payroll Fees	√	-481.97	78,283.75
Bill Pmt -Check	06/30/2012	2936	Employment Research Services	VOID:	√	0.00	78,283.75
Bill Pmt -Check	06/30/2012	2937	Employment Research Services			-8,215.30	70,068.45
Bill Pmt -Check	06/30/2012	2938	CALPERLA	Annual Membership July 1 2012 to June 30 2013		-350.00	69,718.45
Check	06/30/2012	2940	Reliance	Jun Contributions		-4,109.63	65,608.82
Check	06/30/2012	2941	Assoc of Bay Area Governments	Herb Pike May Expenses		-21.15	65,587.67
Check	06/30/2012	2942	Glen Lazoff	Jun Expenses		-39.99	65,547.68
Check	06/30/2012	2943	Flex-Plan Services Inc	May 16-31, Jun 1-15, Jun 16-30 2012 Health and Day Care		-1,693.04	63,854.64
Check	06/30/2012			Service Charge	√	-0.10	63,854.54
Total 110010 - Wells Fargo - Cash						-236,008.37	63,854.54
						-236,008.37	63,854.54



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: 8-16-12
Item: 4C

RECOMMENDATION

Review and accept JPA investments made through July 2012.

BACKGROUND

The Board of Directors annually reviews the investment policy at their final fiscal year meeting, with the latest approved policy being May 17, 2012. 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

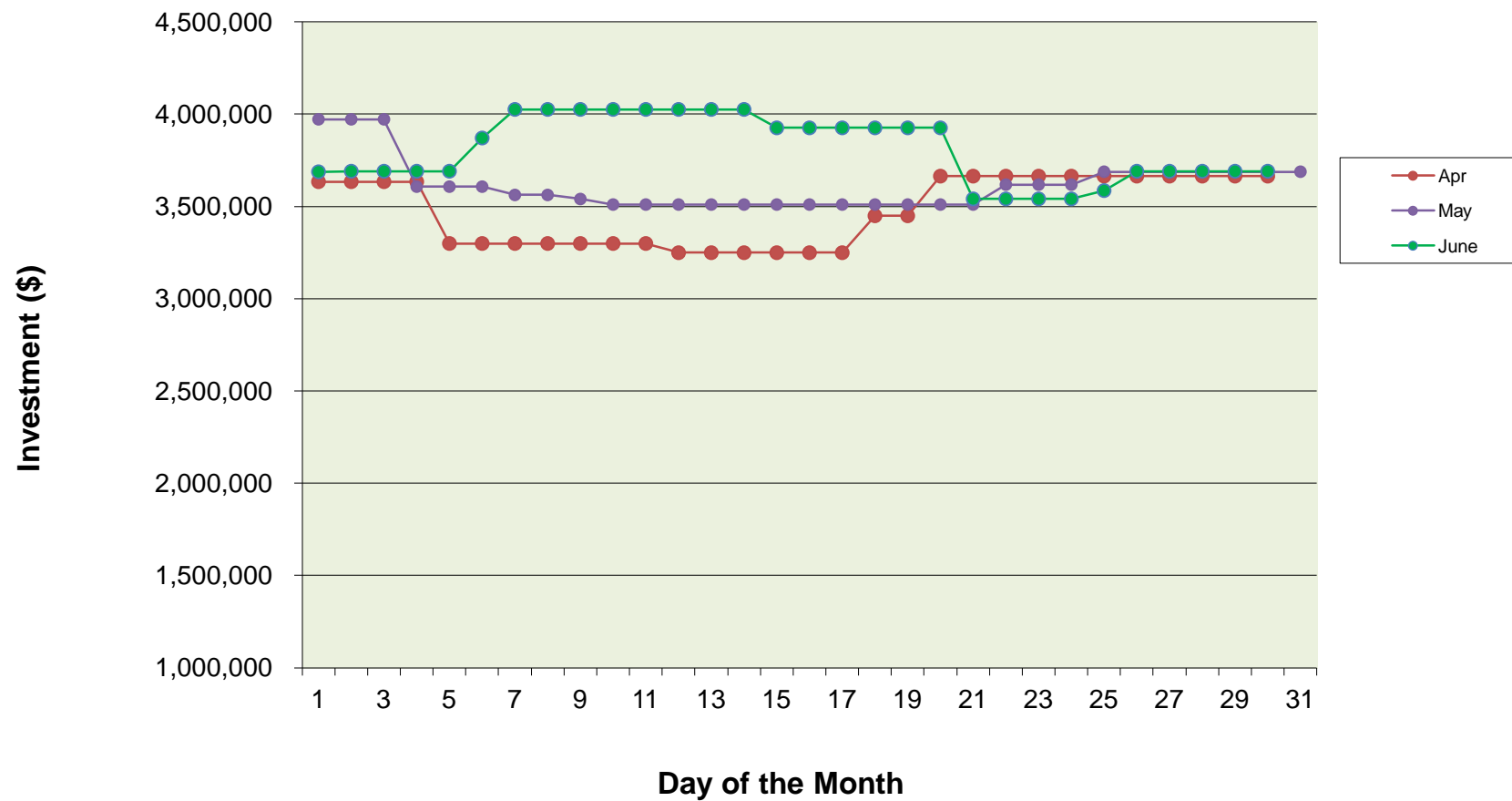
The impact of investment activity with LAIF and CalTrust this period is projected to yield approximately double the amount budgeted per month (\$1,375). Fiscal year 2012 budgeted earnings were \$16,500. We are continuing to invest the maximum cash available, leaving only the minimum checking account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

LAIF and CalTrust interest rates have resumed their moderate declines. CalTrust medium term investments are currently yielding approximately 53 basis points more than LAIF, and CalTrust short term investments are currently yielding the same (38 basis points) as LAIF.

INVESTMENT REPORT FY2012

Date	Loans	Apr			Loans	May			Loans	June		
		<u>CalTrust Short & Medium</u>	<u>LAIF</u>	<u>Combined</u>		<u>CalTrust Short & Medium</u>	<u>LAIF</u>	<u>Combined</u>		<u>CalTrust Short & Medium</u>	<u>LAIF</u>	<u>Combined</u>
1	-	3,427,186	207,034	3,634,220	-	3,620,192	352,110	3,972,302	-	3,687,821	-	3,687,821
2	-	3,427,186	207,034	3,634,220	-	3,620,192	352,110	3,972,302	-	3,687,821	3,110	3,690,932
3	-	3,427,186	207,034	3,634,220	-	3,620,192	352,110	3,972,302	-	3,687,821	3,110	3,690,932
4	-	3,427,186	207,034	3,634,220	-	3,455,192	152,110	3,607,302	-	3,687,821	3,110	3,690,932
5	-	3,292,186	7,034	3,299,220	-	3,455,192	152,110	3,607,302	-	3,687,821	3,110	3,690,932
6	-	3,292,186	7,034	3,299,220	-	3,455,192	152,110	3,607,302	-	3,867,821	3,110	3,870,932
7	-	3,292,186	7,034	3,299,220	-	3,515,192	47,110	3,562,302	-	4,022,821	3,110	4,025,932
8	-	3,292,186	7,034	3,299,220	-	3,515,192	47,110	3,562,302	-	4,022,821	3,110	4,025,932
9	-	3,292,186	7,034	3,299,220	-	3,515,192	25,110	3,540,302	-	4,022,821	3,110	4,025,932
10	-	3,292,186	7,034	3,299,220	-	3,485,192	25,110	3,510,302	-	4,022,821	3,110	4,025,932
11	-	3,292,186	7,034	3,299,220	-	3,485,192	25,110	3,510,302	-	4,022,821	3,110	4,025,932
12	-	3,242,186	7,034	3,249,220	-	3,485,192	25,110	3,510,302	-	4,022,821	3,110	4,025,932
13	-	3,242,186	7,110	3,249,296	-	3,485,192	25,110	3,510,302	-	4,022,821	3,110	4,025,932
14	-	3,242,186	7,110	3,249,296	-	3,485,192	25,110	3,510,302	-	4,022,821	3,110	4,025,932
15	-	3,242,186	7,110	3,249,296	-	3,485,192	25,110	3,510,302	-	3,922,821	3,110	3,925,932
16	-	3,242,186	7,110	3,249,296	-	3,485,192	25,110	3,510,302	-	3,922,821	3,110	3,925,932
17	-	3,242,186	7,110	3,249,296	-	3,485,192	25,110	3,510,302	-	3,922,821	3,110	3,925,932
18	-	3,402,186	47,110	3,449,296	-	3,485,192	25,110	3,510,302	-	3,922,821	3,110	3,925,932
19	-	3,402,186	47,110	3,449,296	-	3,485,192	25,110	3,510,302	-	3,922,821	3,110	3,925,932
20	-	3,617,186	47,110	3,664,296	-	3,485,192	25,110	3,510,302	-	3,922,821	3,110	3,925,932
21	-	3,617,186	47,110	3,664,296	-	3,485,192	25,110	3,510,302	-	3,537,821	3,110	3,540,932
22	-	3,617,186	47,110	3,664,296	-	3,615,192	3,110	3,618,302	-	3,537,821	3,110	3,540,932
23	-	3,617,186	47,110	3,664,296	-	3,615,192	3,110	3,618,302	-	3,537,821	3,110	3,540,932
24	-	3,617,186	47,110	3,664,296	-	3,615,192	3,110	3,618,302	-	3,537,821	3,110	3,540,932
25	-	3,617,186	47,110	3,664,296	-	3,685,192	3,110	3,688,302	-	3,537,821	48,110	3,585,932
26	-	3,617,186	47,110	3,664,296	-	3,685,192	3,110	3,688,302	-	3,642,821	48,110	3,690,932
27	-	3,617,186	47,110	3,664,296	-	3,685,192	3,110	3,688,302	-	3,642,821	48,110	3,690,932
28	-	3,617,186	47,110	3,664,296	-	3,685,192	3,110	3,688,302	-	3,642,821	48,110	3,690,932
29	-	3,617,186	47,110	3,664,296	-	3,685,192	3,110	3,688,302	-	3,642,821	48,110	3,690,932
30	-	3,617,186	47,110	3,664,296	-	3,685,192	3,110	3,688,302	-	3,642,821	48,110	3,690,932
31	-				-	3,685,192	3,110	3,688,302				
	<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			\$13,750	\$1,375			\$15,125	\$1,375			\$16,500
Est. Earn	\$3,018			\$28,464	\$2,839			\$31,303	\$2,902			\$34,205

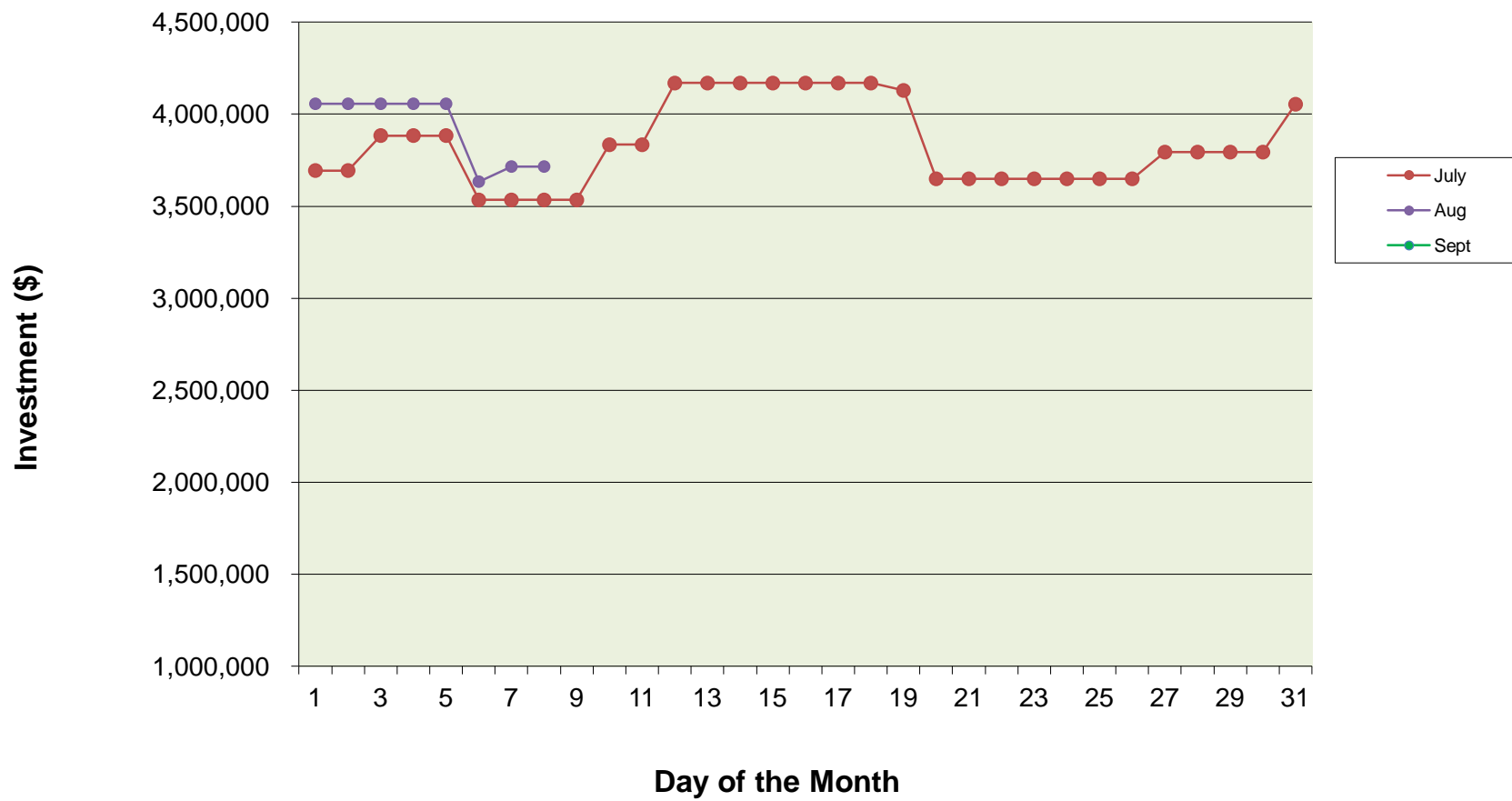
COMBINED INVESTMENTS



INVESTMENT REPORT FY2013

<u>Date</u>	<u>Loans</u>	July			<u>Loans</u>	Aug			<u>Loans</u>	Sept		
		<u>CalTrust Short & Medium</u>	<u>LAIF</u>	<u>Combined</u>		<u>CalTrust Short & Medium</u>	<u>LAIF</u>	<u>Combined</u>		<u>CalTrust Short & Medium</u>	<u>LAIF</u>	<u>Combined</u>
1	-	3,645,720	48,110	3,693,830	-	3,903,378	153,110	4,056,489	-	-	-	-
2	-	3,645,720	48,110	3,693,830	-	3,903,378	153,110	4,056,489	-	-	-	-
3	-	3,835,720	48,110	3,883,830	-	3,903,378	153,110	4,056,489	-	-	-	-
4	-	3,835,720	48,110	3,883,830	-	3,903,378	153,110	4,056,489	-	-	-	-
5	-	3,835,720	48,110	3,883,830	-	3,903,378	153,110	4,056,489	-	-	-	-
6	-	3,485,720	48,110	3,533,830	-	3,578,378	55,110	3,633,489	-	-	-	-
7	-	3,485,720	48,110	3,533,830	-	3,578,378	137,110	3,715,489	-	-	-	-
8	-	3,485,720	48,110	3,533,830	-	3,578,378	137,110	3,715,489	-	-	-	-
9	-	3,485,720	48,110	3,533,830	-				-	-	-	-
10	-	3,785,720	48,110	3,833,830	-				-	-	-	-
11	-	3,785,720	48,110	3,833,830	-				-	-	-	-
12	-	4,120,720	48,110	4,168,830	-				-	-	-	-
13	-	4,120,720	48,110	4,168,830	-				-	-	-	-
14	-	4,120,720	48,110	4,168,830	-				-	-	-	-
15	-	4,120,720	48,110	4,168,830	-				-	-	-	-
16	-	4,120,720	48,110	4,168,830	-				-	-	-	-
17	-	4,120,720	48,110	4,168,830	-				-	-	-	-
18	-	4,120,720	48,110	4,168,830	-				-	-	-	-
19	-	4,120,720	8,110	4,128,830	-				-	-	-	-
20	-	3,640,720	8,110	3,648,830	-				-	-	-	-
21	-	3,640,720	8,110	3,648,830	-				-	-	-	-
22	-	3,640,720	8,110	3,648,830	-				-	-	-	-
23	-	3,640,720	8,110	3,648,830	-				-	-	-	-
24	-	3,640,720	8,110	3,648,830	-				-	-	-	-
25	-	3,640,720	8,110	3,648,830	-				-	-	-	-
26	-	3,640,720	8,110	3,648,830	-				-	-	-	-
27	-	3,640,720	153,110	3,793,830	-				-	-	-	-
28	-	3,640,720	153,110	3,793,830	-				-	-	-	-
29	-	3,640,720	153,110	3,793,830	-				-	-	-	-
30	-	3,640,720	153,110	3,793,830	-				-	-	-	-
31	-	3,900,720	153,110	4,053,830	-							
	<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	\$2,075			\$2,075	\$2,075			\$4,150	\$2,075			\$6,225
Est. Eari	\$2,676			\$2,676	\$0			\$2,676	\$0			\$2,676

COMBINED INVESTMENTS





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

EC Meeting: 8-16-12

Item: 6A

CURRENT CLIENTS:

The following is a listing of the 33 LGS and RGS current clients. LGS and RGS have 128 positions supporting clients and JPA administration.

Staff has been added for the Gold Coast Health Plan and reduced for MTC. The cities of Colma, Nevada City, Portola Valley, Rocklin and Santa Clara have begun utilizing JPA services. The City of Belvedere returned as a client.

Cities/Counties

Belvedere	Calistoga	
Colma	Corte Madera	Cotati
Dublin	Gilroy	La Canada Flintridge
Larkspur	Lincoln	Marina
Menlo Park	Millbrae	Nevada City
Portola Valley	Rocklin	Rohnert Park
San Rafael	Santa Clara	Sausalito
Walnut Creek	Yountville	

Other Agencies

Consortium IV	Gold Coast Health Plan
Marin Emergency Radio Authority	Marin General Services Authority
Marin Transit	Menlo Park Fire Protection District
Metropolitan Transportation Commission	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:

Recent direct discussions have taken place with the following agencies needing interim and project assignments: Redwood City (1), Benicia (1), LA IMPACT (12), Riverbank and San Bruno (1). Staff will also be making presentations at the Central Valley City Managers' Meeting in October and will have an exhibitor's booth at the California Special District Association conference in San Diego. MTC has filled four of the positions LGS was staffing and plans to fill seven more. Gold Coast Health Plan, Sonoma-Marina Area Rail Transit District and MTA will stop utilizing services with the JPAs by the end of August 2012. Over the next month, when fully implemented, these changes will reduce our position count approximately 54 from the current 128 positions.

**Regional Government Services
Position Allocation Chart
August 1, 2012**

[illegible]

Project Planner	Anne Moore																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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**Local Government Services
Position Allocation Chart
September 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
Arterial Operations Coordinator	Vansi Tabjulu			1.00				1.00	1.00
Chief Financial Officer	Li Zhang	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
Contract Coordinator	Michele Gillaspie			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
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
Freeway Performance Initiative Program Coord	Abhishek Parikh			1.00				1.00	1.00
Landscape Architect Planner	Anna Young			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
Principal Project Delivery Manager	Bill Whitney	1.00						1.00	1.00
Principal Project Delivery Manager	Dan Cherrier	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	Can Hoang			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
Traveler Information Coordinator	Andrew Pease			1.00				1.00	1.00
LGS FTE per Client Total		10.75	5.90	13.60	0.80	1.00	1.00	33.05	
Total Positions		11	6	14	1	1	1	34.00	34.00

Legend

9/1/12

Green: FTE counts/totals

Tangerine Position counts/totals

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TO: EXECUTIVE COMMITTEE **EC Meeting: 8-16-12**
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					
August 16 (Thursday)	LGS & RGS			San Rafael	1:45 start time
November 15 (Thursday)	LGS & RGS		Executive Committee Study Session	Yountville Community Board Room or Art Room	
2013					
February 21 (Thursday)	LGS & RGS	LGS, RGS & MSA	FY2012 Audit	Dublin City Hall Regional Meeting Room	
May 16 (Thursday)	LGS & RGS	LGS, RGS & MSA	FY14 Budget & MSA rates, Investment Policy, Rules & Regs.	Larkspur	
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	
May 15 (Thursday)	LGS & RGS	LGS, RGS & MSA	FY13 Budget & MSA rates, Investment Policy, Rules & Regs, Conflict of Interest Policy (even years only)	TBD	



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TO: EXECUTIVE COMMITTEE
FROM: RICHARD AVERETT, EXECUTIVE DIRECTOR
SUBJECT: RESCIND RESOLUTIONS JOINING CJPIA

EC Meeting: 8-16-12

Item: 6C

RECOMMENDATION

Rescind Resolutions RGSEC2008-01, RGSEC2008-02 and RGSEC2008-03 where the JPAs joined the CJPIA and utilized CJPIA for general liability and workers' compensation coverage.

BACKGROUND

RGS and LGS joined the California Joint Powers Insurance Authority in August, 2008 for the purpose of obtaining General Liability, Workers Compensation and Crime insurance coverage. At the January 12, 2012 meeting, the Board elected to form an insurance JPA through which members could purchase insurance coverage. Municipal Services Authority was formed and LGS and RGS became members. As of July 1, 2012, LGS and RGS have begun receiving general liability and workers' compensation coverage through MSA.

The CJPIA has requested the JPA rescind its resolutions joining the CJPIA and agreeing to be self-insured through their pool, effectively and officially ending our membership in the CJPIA.

FISCAL IMPACT

There is no fiscal impact of rescinding resolutions



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

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TO: EXECUTIVE COMMITTEE
FROM: RICHARD H. AVERETT, CFO/Treasurer
SUBJECT: **CJPIA MEMBERSHIP AND PARTICIPATION IN LIABILITY PROTECTION PROGRAM, DELEGATION OF TORT LIABILITY CLAIMS HANDLING AND COVERAGE OF ALL OFFICERS AND EMPLOYEES UNDER A MASTER FAITHFUL PERFORMANCE BOND**

EC Meeting: 8-14-08
Item: 6C

RECOMMENDATION

1. Approve **Resolution RGSEC2008-10** authorizing membership in the California Joint Powers Insurance Authority and participation in its joint protection program providing liability coverage through self-insurance, loss pooling and excess insurance.
2. Approve **Resolution RGSEC2008-11** establishing a policy which delegates tort liability claims handling responsibilities to the California Joint Powers Insurance Authority (CJPIA).
3. Approve **Resolution RGSEC2008-12** approving coverage of all officers and employees under one master faithful performance bond.

BACKGROUND

The Authority has purchased liability insurance from various private insurance companies recommended by our broker, Alliant Insurance Services. Policy costs have been very reasonable and Alliant has been a responsive broker.

Staff has identified an alternative workers' compensation coverage provider, the CJPIA, and CJPIA requires agencies joining and using their workers' compensation program also use their general liability program. Initial costs for general liability coverage from CJPIA is higher than our current rates, but net costs savings from workers comp, general liability and fiduciary bond coverage is substantially less. In addition, CJPIA provides superior claims handling and contract review services, and is a considerably more efficient from a staff perspective because all of our coverage needs are handled with one provider.

After considerable review, the California Joint Powers Insurance Authority (CJPIA) offers the best fit for LGS/RGS because it provides a self-insurance program that shares risks among 120+ public agencies, financial incentives for and assistance with reducing claims, full management of claims, and ease of administration for LGS/RGS staff. In order to participate, LGS/RGS must adopt resolutions joining and participating in their programs and designating representatives and risk management staff.

FISCAL IMPACT

The cost of general liability and fiduciary bond coverage from our current provider is expected to be \$5,000 for LGS and \$4,200 for RGS. Annualized CJPIA costs are expected to be \$20,139 for LGS and \$6,102 for RGS. CJPIA requires first year deposits of \$43,433 and \$10,821, respectively. If exposure remains relatively consistent and claims low, this annual deposit will be reduced each year and CJPIA would refund annual deposits less actual expenses beginning after eight years of

participation. The average costs noted above are CJPIA's projections based on our risks and loss history.

Combining LGS and RGS projected liability and workers' compensation costs for fiscal year 2009, the two agencies are expected to save \$131,000 by using CJPIA's services.

RESOLUTION NO. RGSEC2008-10

RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE REGIONAL GOVERNMENT SERVICES AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, APPROVING EXECUTION OF THE JOINT POWERS AGREEMENT CREATING THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY, AND FURTHER APPROVING PARTICIPATION IN ITS JOINT PROTECTION PROGRAM PROVIDING LIABILITY COVERAGE THROUGH SELF-INSURANCE, LOSS POOLING AND EXCESS INSURANCE.

THE EXECUTIVE COMMITTEE OF THE REGIONAL GOVERNMENT SERVICES AUTHORITY DOES HEREBY FIND AND RESOLVE AS FOLLOWS:

WHEREAS, the Executive Committee of the Regional Government Services (RGS), a Joint Powers Authority, has the authority to enter into agreements with other public agencies to provide and receive services;

WHEREAS, pursuant to the provisions of Sections 990, 990.4, 990.8, and 6500 of the Government Code, California Joint Powers Insurance Authority ("California JPIA") has been created by a Joint Powers Agreement; and

WHEREAS, a Joint Protection Program has been developed by said California JPIA pursuant to the provisions of said Agreement; and

WHEREAS, Article 21 of said Agreement provides for additional members to become parties to the Joint Powers Agreement creating the California JPIA, after the first year of its operation, and thereupon enter the Joint Protection Program providing General and Automobile Liability Coverage through self-insurance and loss pooling; and

WHEREAS, the self-insurance and loss pooling programs of the California JPIA, as well as its group insurance coverage programs, offer significant advantages to the Agency in terms of cost, protection, risk management and loss control advice and assistance, and entering such programs would be and is in the best interest of this Agency.

NOW, THEREFORE, THE EXECUTIVE COMMITTEE OF THE REGIONAL GOVERNMENT SERVICES AUTHORITY DOES HEREBY RESOLVE, ORDER AND DETERMINE THE FOLLOWING:

Section 1. That the Executive Director of the Regional Government Services Authority is hereby authorized and directed to execute the Joint Powers Agreement on behalf of the Regional Government Services Authority binding the Member to the terms and conditions of said Agreement.

Section 2. That the Regional Government Services Authority hereby joins the Joint Protection Program of California JPIA, providing self-insurance and loss pooling for General and Automobile Liability for a period of not less than three (3) years.

PASSED AND APPROVED by the Executive Committee of the Regional Government Services Authority this 14th day of August, 2008 by the following vote:

AYES: Garvey and Chan
NOES: None
ABSENT: Bonander
ABSTAIN: None

Chair, Regional Government Services Authority

ATTEST:

Executive Committee Secretary

I hereby certify, under the penalty of perjury, that the above and foregoing is a true and correct copy of Resolution No. 10 as adopted by the Executive Committee of the Regional Government Services Authority, on the 14th day of August, 2008.

RESOLUTION NO. RGSEC2008-11

**A RESOLUTION OF THE EXECUTIVE COMMITTEE OF
REGIONAL GOVERNMENT SERVICES AUTHORITY
ESTABLISHING A POLICY WHICH DELEGATES TORT
LIABILITY CLAIMS HANDLING RESPONSIBILITIES TO THE
CALIFORNIA JOINT POWERS INSURANCE AUTHORITY AS
AUTHORIZED BY GOVERNMENT CODE SECTIONS 910, ET
SEQ.**

THE EXECUTIVE COMMITTEE OF REGIONAL GOVERNMENT SERVICES AUTHORITY
DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Whereas, Regional Government Services Authority is a member of the California Joint Powers Insurance Authority (California JPIA), and pursuant to Government Code sections 990.4, et seq. and 6500 et seq. pools its self-insured liability claims and losses with other California JPIA members under a Memorandum of Coverage; and

Whereas, the Joint Powers Agreement creating the California JPIA authorizes it to exercise powers common to members and appropriate to defend and indemnify members from liability claims under the Memorandum of Coverage,

NOW, THEREFORE, THE EXECUTIVE COMMITTEE OF REGIONAL GOVERNMENT SERVICES AUTHORITY DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. Regional Government Services Authority delegates to California JPIA authority to act on its behalf pursuant to Government Code sections 910, et seq. to accept, reject, return as insufficient, or return as untimely any claims against it, and to provide any notices authorized under those statutes on behalf of Regional Government Services Authority.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

SECTION 3. The Regional Government Services Authority Clerk shall certify to the adoption of this Resolution.

APPROVED AND ADOPTED this 14th day of August, 2008.

Chair

ATTEST:

Secretary

RESOLUTION NO. RGSEC2008-12

A RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE REGIONAL GOVERNMENT SERVICES AUTHORITY, A CALIFORNIA JOINT POWERS AUTHORITY, APPROVING COVERAGE OF ALL OFFICERS AND EMPLOYEES UNDER ONE MASTER FAITHFUL PERFORMANCE BOND.

WHEREAS, prior to January 1, 1997, the California Government Code required that local public agency treasurers be individually bonded and;

WHEREAS, Executive Committees also had the authority to require bonds of other officers or employees; and

WHEREAS, California Government Code Section 1481 was amended January 1, 1997 with Assembly Bill 3472 to extend master bonding provisions to local public agencies; and

WHEREAS, Assembly Bill 3472 requires the Executive Committee to adopt a resolution approving coverage of all their officers and employees under one master bond; and

WHEREAS, approval of such resolution eliminates the necessity of writing bonds on specifically named individuals for their term of office, reducing both cost and paperwork,

NOW, THEREFORE BE IT RESOLVED that the Executive Committee of the Regional Government Services Authority authorizes the coverage of all their officers and employees under one master bond.

PASSED, APPROVED AND ADOPTED THIS 14th day of August, 2008.

Chair, Regional Government Services Authority

ATTEST:

Executive Committee Secretary



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TO: EXECUTIVE COMMITTEE
FROM: RICHARD H. AVERETT, CFO/Treasurer
SUBJECT: **SELF-INSURANCE OF WORKERS' COMPENSATION FOR ITS EMPLOYEES
THROUGH THE SELF-INSURANCE AND LOSS POOLING PROGRAM OF
CJPIA**

EC Meeting: 8-14-08
Item: 6D

RECOMMENDATION

Approve **Resolution RGSEC2008-13** authorizing and approving the Executive Director to execute the self insurance of workers' compensation for its employees through the self-insurance and loss pooling program of California Joint Powers Insurance Authority.

BACKGROUND

The Authority has purchased workers' compensation insurance from the State Compensation Insurance Fund (SCIF) since February 1, 2007. Working with SCIF over the last one and a half years has been extremely frustrating due to their seeming random assignment of worker classifications, disjointed coordination of rates and classification, lack of responsiveness and overly burdensome reporting requirements.

Staff has for some time pursued alternative workers' compensation coverage, and has reviewed various programs offered by public agencies and private vendors. Changing carriers recently became a priority when SCIF began assigning different classification codes to our workers that significantly increased our rates. Rates increased 350 percent, then 1,000 percent for newer employees. (Staff is appealing these increases because they are arbitrary, unsupported and inconsistent with other, similar worker classifications.)

After considerable review, the California Joint Powers Insurance Authority (CJPIA) offers the best fit for LGS/RGS because it provides a self-insurance program that shares risks among 120+ public agencies, financial incentives for and assistance with reducing claims, full management of claims, and ease of administration for LGS/RGS staff. In order to participate, LGS/RGS must adopt a resolution declaring that our agency is self-insured and participating in the California JPIA workers' compensation program.

FISCAL IMPACT

The cost of workers' compensation insurance from SCIF for fiscal year 2009 is expected to be \$126,000 for LGS and \$30,000 for RGS, assuming our appeal of current classification assignments is unsuccessful. Annualized CJPIA costs are expected to be \$6,124 for LGS and \$1,664 for RGS. CJPIA requires first year deposits of \$35,604 and \$8,841, respectively. If exposure remains relatively consistent and claims low, this annual deposit will be reduced each year and CJPIA would refund annual deposits less actual expenses beginning after eight years of participation. The average costs noted above are CJPIA's projections based on our number of employees and loss history.

RESOLUTION NO. RGSEC2008-13

RESOLUTION OF THE EXECUTIVE COMMITTEE OF THE REGIONAL GOVERNMENT SERVICES AUTHORITY, SAN MATEO COUNTY, CALIFORNIA, TO AUTHORIZE AND APPROVE SELF-INSURANCE OF WORKERS' COMPENSATION FOR ITS EMPLOYEES THROUGH THE SELF-INSURANCE AND LOSS POOLING PROGRAM OF CALIFORNIA JOINT POWERS INSURANCE AUTHORITY.

WHEREAS, the Executive Committee of the Regional Government Services (RGS), a Joint Powers Authority, has the authority to enter into agreements with other public agencies to provide and receive services;

WHEREAS, pursuant to the provisions of Section 6500 et seq. and also Section 990.4 and 990.8 of the California Government Code, the California Joint Powers Insurance Authority was created in 1977; and

WHEREAS, the Regional Government Services Authority has become a member of California Joint Powers Insurance Authority, and also of its General Liability Program; and

WHEREAS, California Joint Powers Insurance Authority has established and administered a successful Workers' Compensation Self-insurance and Loss Pooling Program for its members since January 1, 1980; and

WHEREAS, there are significant financial and administrative advantages for the Regional Government Services Authority to provide workers' compensation coverage for its employees through the said Self-insurance and Loss Pooling Program of California Joint Powers Insurance Authority.

WHEREAS, the Executive Committee of the Local Government Services wishes to enter said agreement, with an effective date of this agreement being August 1, 2008.

Section 1. Workers' compensation coverage for employees of the Regional Government Services Authority through the Workers' Compensation Self-insurance and Loss Pooling Program of California Joint Powers Insurance Authority is hereby authorized and directed effective August 1, 2008.

Section 2. The Executive Director of the Regional Government Services Authority is authorized and directed to apply to the Department of Industrial Relations for a Certificate of Consent to Self-insure, and to take such other actions as be necessary to effectuate self-insurance of workers' compensation for Agency employees.

Section 3. That an Initial Annual Workers' Compensation Deposit of \$35,604, or such pro-rata part thereof as the Authority might determine for coverage of less than a fiscal period, is approved and the appropriate officers of the Agency are authorized to pay the same to the California JPIA.

Section 4. That a Loss Retention level of \$50,000 per occurrence is approved for all employees.

Section 5. That the Chair shall sign and the Executive Committee Secretary shall certify to the passage and adoption of this Resolution, and thereupon the same shall take effect and be in force.

Section 6. That the Executive Committee Secretary is directed to forward a certified copy of this Resolution to California Joint Powers Insurance Authority, 8081 Moody Street, La Palma, California 90623.

BE IT RESOLVED that the Executive Committee of the Regional Government Services hereby authorizes the Executive Director to enter into membership with the California Joint Powers Insurance Authority for Worker's Compensation Insurance.

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Executive Committee of the Regional Government Services at a publicly noticed meeting thereof held on the 14th day of August 2008, by the following vote:

AYES: __Garvey and Chan_____

NOES: __ None_____

ABSTAIN: __None_____

APPROVED: _____

Michael P. Garvey, Chair Executive Committee
Regional Government Service

Executive Committee Secretary



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TO: EXECUTIVE COMMITTEE **EC Meeting: 8-16-12**
FROM: MICHAEL P. GARVEY, Chair, Executive Committee **Item: 6D**
**SUBJECT: APPOINTMENT OF AD HOC COMMITTEE TO CONDUCT EXECUTIVE
DIRECTOR/CFO ANNUAL PERFORMANCE REVIEW**

RECOMMENDATION

Appoint three members of the Executive Committee, with the Chair of the Board recommended to be one, as an ad hoc committee to conduct the fiscal year 2012 annual review of the Executive Director's performance achievement and goals for the coming year.

BACKGROUND

In the past, the Executive Committee Chair has conducted the Executive Director's annual review. I propose that we change that process and that a three-person team review the Executive Director's performance. I recommend this in order to broaden Board and Committee input into the process. I further recommend that the Board Chair serve on this ad hoc committee. The Executive Director/CFO currently is eligible for a Pay for Performance bonus of 5% of annual salary if performance on previously approved goals is rated Excellent and 3% if performance is rated Above Average.

At the April 14, 2011, RGS Executive Committee meeting, members expressed their preference for a performance bonus plan that potentially awarded the Executive Director five percent of salary for achieving individual goals and an additional three percent for achieving agency financial goals. Such a plan was presented and discussed at the June 9, 2011 meeting, though no further action was taken. I propose that we ask the ad hoc committee to make a recommendation on that matter as well as drafting an evaluation for Executive Committee consideration.

FISCAL IMPACT

There is no fiscal impact of the Executive Committee's appointment of a committee to conduct the performance review.