



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 Via Teleconference

December 9, 2010
4:25 p.m.

Association of Bay Area Governments, Finance Dir. Office, Rm.301, 101 Eighth St., Oakland, CA 94604
Dublin Civic Center, City Manager's Office, 100 Civic Plaza, Dublin, CA 94568
Larkspur City Hall, City Manager's Office, 400 Magnolia Avenue, Larkspur, CA 94939
San Mateo County Transit District, Room 650, 1250 San Carlos Ave., San Carlos, CA 94070
San Rafael City Hall, City Manager's Conference Room, 1400 Fifth Avenue, San Rafael, CA 94915
Yountville Town Hall, Town Manager's Office, 6550 Yount Street, Yountville, CA 94599

1. ROLL CALL

- A. Selection of Executive Committee Vice-Chair

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 **October 14th 2010** Minutes
B. Approval of management services agreement with the County of San Mateo
C. Approval of management services agreement with the City of Davis
D. Approval of management services agreement with the City of San Bruno

Action

Action

Action

Action

4. TREASURER'S REPORT

- A. Review of Month-End Financial Reports through October 2010
B. Approval of Payments and Deposits made September & October 2010
C. Approval of Investments Report through November 2010

Information

Action

Action

5. OLD BUSINESS

- A. None

6. NEW BUSINESS

- A. Review of Client Report
B. Regularly Scheduled Meetings Calendar
C. Designate an Executive Committee Representative to Meet with the Executive Director Regarding Compensation Review

Discussion

Discussion

Action

7. PUBLIC COMMENT

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

8. NEXT MEETING: **January 13th or February 10th at 4:15 p.m. via teleconference.**

9. ADJOURN

Americans with Disabilities Act

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

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

**DRAFT
ACTION MINUTES**

The Regional Government Services Joint Powers Authority held a regular committee meeting by teleconference on **October 14, 2010** at San Mateo County Transit District, Room 301, 1250 San Carlos Ave., San Carlos, CA 94070; Association of Bay Area Governments, Finance Director's Office, 101 Eighth St., Oakland, CA 94604; Larkspur City Hall, City Manager's Office, 400 Magnolia Avenue, Larkspur, CA 94939; and San Rafael City Hall, City Manager's Office, Room 203, 1400 Fifth Avenue, San Rafael, CA 94901. The meeting was called to order at **4:23 p.m.**

1. ROLL CALL

- A. Members: Mike Garvey, RGS Chair
Ken Nordhoff, RGS Vice-Chair
Herb Pike, Alternate Member
Dan Schwarz, Member
Absent Members: Steve Rogers, Member
Other Attendees: Richard Averett, RGS Executive Director/CFO

2. CHANGES TO THE ORDER OF AGENDA - None

3. APPROVAL OF CONSENT AGENDA

- A. Approval of **August 12, 2010** Minutes.
ACTION: **M/S Pike/Nordhoff** to approve the Consent Agenda as presented.
AYES: Chair Garvey, Vice-Chair Nordhoff, Member Schwarz, Alternate Member Pike
NOES: None
ABSTAIN: None

4. TREASURER'S REPORT

- A. Review of month-end financial reports through August 2010. The Executive Director reviewed the financial reports and noted that leave accruals and other fiscal-year-end adjustments had not been included in the reports presented. The reports were accepted as presented.
- B. Approval of Payments and Deposits made July and August 2010.
ACTION: **M/S Pike/Nordhoff** to approve the payments and deposits as presented.
AYES: Chair Garvey, Vice-Chair Nordhoff, Member Schwarz, and Alternate Member Pike
NOES: None
ABSTAIN: None
- C. Approval of Investments Report through September 2010.
ACTION: **M/S Nordhoff/Schwarz** to approve the investments report as presented.
AYES: Chair Garvey, Vice-Chair Nordhoff, Alternate Member Pike, Member Schwarz
NOES: None
ABSTAIN: None

5. OLD BUSINESS

- A. STARS defined contribution benefits plan update. The Executive Director updated the Committee on implementation in both JPAs and Mr. Pike noted that ABAG employee contributions to the new program started with the last pay period.

6. NEW BUSINESS

- A. Client and Prospective Client Update. The City of Dublin will be considering joining the JPAs at their October 19th Council meeting. Chair Garvey will meet with San Mateo County to see if they are interested in joining.
- B. Regularly Scheduled Meetings – The Members reviewed the scheduled upcoming meeting, discussed and expressed a desire to cancel the November 18th meeting if no subsequent business required a meeting; with the next scheduled meeting date December 9th. This item was for discussion only, and no action was taken.
- C. Approval of new JPA member agency, the City of Dublin.
ACTION: **M/S Nordhoff/Schwarz** to approve the new JPA member agency.
AYES: Chair Garvey, Vice-Chair Nordhoff, Member Schwarz, Alternate Member Pike
NOES: None
ABSTAIN: None

7. PUBLIC COMMENT – None.

8. NEXT MEETING – The November 18th meeting is cancelled if there are no items needing the Committee's attention. The next meeting would be at 4:15 p.m. on December 9th 2010 via teleconference.

9. ADJOURNED - Meeting adjourned at 4:32 p.m.



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

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TO: EXECUTIVE COMMITTEE
FROM: RICHARD H. AVERETT, Executive Director
SUBJECT: **CLIENT AGREEMENT – COUNTY OF SAN MATEO**

EC Meeting: 12-09-10

Item: 3B

RECOMMENDATION

Approve authorizing the Executive Director to execute a Client Agreement with the County of San Mateo.

BACKGROUND

The County requested the JPAs provide a consultant to assist the County with issues which relate to the Vehicle Fleet Management and Employee Vehicle Reimbursement programs. The County is in the process of reviewing our proposed agreement. If approved, services will begin in December of 2010 and will conclude by June of 2011. Services provided will not exceed an amount of \$25,000.

The JPA's standard agreement form was used. JPA legal counsel has approved the standard agreement and will be asked to approve as to form the final agreement with the County. The agreement is included with the agenda packets posted to the JPA's website.

FISCAL IMPACT

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



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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 1st day of December 2010, by and between the **County of San Mateo**, 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 Public Works Director 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, 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. Entire Agreement. This Agreement, including Exhibit A, comprises the entire Agreement.

Section 14. Indemnity

14.1 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.

- 14.2 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 capaCounty, 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 15. 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: County of San Mateo
County Manager
555 County Center
Redwood City, CA 94403

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: _____, 2010 **AGENCY**

By: _____
David S. Boesch, County Manager

APPROVED AS TO FORM:

DATED: _____, 2010 By: _____
Michael P. Murphy, County Counsel

DATED: _____, 2010 **REGIONAL GOVERNMENT SERVICES**

By: _____
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: _____, 2010 By: _____
Sky Woodruff, Authority Counsel

EXHIBIT A SCOPE OF SERVICES

RGS shall assign an RGS employee or employees to assist the AGENCY in further analyzing, making recommendations and developing policies regarding the issues covered in the "Recommendations" section of the County memo dated August 4, 2010, to the County Board of Supervisors (responding to the Grand Jury report), and any other related work requested by the County. RGS will begin the work in December 2010, and conclude by May 1, 2011. RGS will review work progress with AGENCY management on or before January 31 and March 31, 2011. It is understood the RGS staff will be conducting interviews of AGENCY personnel and will inspect fleet operations, and therefore will need reasonable and appropriate access to staff, operations and workspace on-site.

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 for direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate.
3. **Terms of Payment.** RGS shall submit invoices monthly approximately 10 days following the end of the month in which services were provided and 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 Accounting and Consulting
2511 Garden Road, Suite A-180
Monterey, CA 93940-5381.

RGS STAFF

POSITION	NAME	HOURLY RATE	NOT-TO-EXCEED
RGS Senior Consultant	Hossein Golestan	\$115.00	\$25,000.00

The start date for the services to be performed is December 1st, 2010, and this agreement is anticipated to remain in force through December 31st, 2011.



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

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

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

EC Meeting: 12-09-10

Item: 3C

RECOMMENDATION

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

BACKGROUND

The Interim City Manager requested the JPAs provide an Interim Finance Director. Services will be provided for up to one year from the date services commenced. Services began on November 8, 2010.

The JPA's standard agreement form was used and JPA legal counsel has approved the agreement as to form. The agreement is included with the agenda packets posted to the JPA's website.

FISCAL IMPACT

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



Business: 650/587-7300
Fax: 650/587-7311
Email: RAverett@rgs.ca.gov

PO Box 1350
Carmel Valley, CA 93924

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 1st day of November 2010, by and between the **City of Davis**, a municipal agency ("City"), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a "Party" and, collectively, the "Parties").

RECITALS

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

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

TERMS AND CONDITIONS

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

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

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

1.2 Assignment of Personnel. RGS shall assign only competent personnel to perform services pursuant to this Agreement. In the

event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, RGS shall consider reassigning such person or persons. RGS's Executive Director will notify CITY's City Manager in writing prior to assigning a different RGS employee to provide services other than the Initial RGS Staff identified on **Exhibit A**.

1.3 Time. RGS shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in above and to satisfy RGS's obligations hereunder in **Exhibit A**.

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

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

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

Section 5. Relationship of Parties.

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

5.2 RGS shall provide services under this Agreement through one or

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

- 5.3 CITY shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in **Exhibit A**.
- 5.4 CITY shall not have any right to discharge any employee of RGS from employment.
- 5.5 RGS shall, at its sole expense, provide for its employees providing services to CITY pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including estimated taxes, FICA and other employment taxes; and provide CITY with proof of payment of taxes on demand.

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

- 6.1 **Workers' Compensation.** RGS shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by RGS. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS

(\$1,000,000.00) per accident. In the alternative, RGS may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or RGS, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement where the subject loss is not proximately caused by the actions of or failure to act by a CITY officer, agent or employee or any person or entity other than the parties to the agreement.

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

6.2 Commercial General and Automobile Liability Insurance.

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

6.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall

be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

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

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

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

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

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

- 6.3.3** The following provisions shall apply if the professional liability coverages are written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, RGS must provide extended reporting coverage for a minimum of 5 years after completion of the Agreement or the work. The CITY shall have the right to exercise, at RGS's sole cost and expense, any extended reporting provisions of the policy, if RGS cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the CITY prior to the commencement of any work under this Agreement.

6.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

Section 7. Legal Requirements.

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

- 7.2 Compliance with Applicable Laws.** RGS and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, RGS and any subcontractors shall comply with all applicable rules and regulations to which CITY is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** RGS represents and warrants to CITY that RGS and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions and that RGS is authorized by law to provide the services contemplated by this agreement. RGS represents and warrants to CITY that RGS and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.5 Nondiscrimination and Equal Opportunity.** RGS shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided under this Agreement. RGS shall comply with all applicable federal, state, and Local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement.

Section 8. Keeping and Status of Records.

- 8.1 Records Created as Part of RGS's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the CITY. RGS hereby agrees to deliver those documents to the CITY upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared

specifically for the CITY and are not necessarily suitable for any future or other use.

8.2 Confidential Information. RGS shall hold any confidential information received from CITY in the course of performing this Agreement in trust and confidence and will not reveal such confidential information to any person or entity, either during the term of the Agreement or at any time thereafter. Upon expiration of this Agreement, or termination as provided herein, RGS shall return materials which contain any confidential information to CITY. For purposes of this paragraph, confidential information is defined as all information disclosed to RGS which relates to CITY past, present, and future activities, as well as activities under this Agreement, which information is not otherwise of public record under California law. CITY shall notify RGS what information and documents are confidential and thus subject to this section 8.2.

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 CITY under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment under this Agreement.

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

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

Section 14. Indemnity

14.1 RGS's indemnity obligations. RGS will defend and indemnify CITY, and hold it harmless, from any claim, demand or liability, including any claim for reasonable attorneys' fees and litigation expenses, that are related to or results from the manner in which RGS has performed this Agreement. Thus, RGS's indemnity obligations will arise when any claim or demand is made against CITY which premises CITY's liability, in whole or in part, upon any of the following:

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

In addition, RGS will defend and indemnify CITY from and against actions including, but not limited to:

- (i) Federal, state and local income tax withholding obligations relating to the hours worked or compensation earned by the RGS employee(s) assigned to perform services for CITY pursuant to this Agreement;
- (ii) Federal and state unemployment tax ("FUTA" and "SUI") withholding obligations relating to the hours worked or compensation earned by the RGS employee(s) assigned to perform services for CITY pursuant to this Agreement;

(iii) Contributions required by the Federal Insurance Contribution Act ("FICA") relating to the hours worked or compensation earned by the RGS employee(s) assigned to perform services for CITY pursuant to this Agreement;

(iv) State disability and paid family leave withholding obligations relating to the hours worked or compensation earned by the RGS employee(s) assigned to perform services for CITY pursuant to this Agreement;

(v) Violation of state and federal laws, including, but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), the Americans With Disabilities Act ("ADA"), the Age Discrimination in Employment Act ("ADEA"), the Fair Credit Reporting Act ("FCRA"), the California Fair Employment and Housing Act ("FEHA"), the California Labor Code, the Fair Labor Standards Act ("FLSA"), and/or any theory of liability based in contract, tort or statutory violation, except to the extent such claims are predicated in whole or in part upon the actions of CITY or its officers, directors, employees, or agents.

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

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

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

- a. which is unrelated to the skill they have used in the performance of the duties delegated to them under this Agreement; and
- b. when the allegations in such cause of action do not suggest

- the active fraud or other misconduct of RGS, its employees, or agents; and
- c. where a CITY employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

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

Section 15. Notices. All notices required by this Agreement shall be given to CITY and RGS in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Davis
Attention: City Manager
23 Russell Boulevard
Davis, CA 95616

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 94061

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: _____, 2010 **CITY OF DAVIS**

By: _____
Paul Navazio, Interim City Manager

APPROVED AS TO FORM:

DATED: _____, 2010 By: _____
Harriet Steiner, City Attorney

DATED: _____, 2010 **REGIONAL GOVERNMENT SERVICES**

By: _____
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: _____, 2010 By: _____
Sky Woodruff, Authority Counsel

EXHIBIT A SCOPE OF SERVICES

RGS intends to assign the RGS employee identified below to serve as the City of Davis' interim finance director, which requires performing the functions as described below:

- Perform the functions as described in the City job description.
- Be reasonably available to perform the services during the normal work week applicable to the finance director position (which includes evening meetings from time to time).
- Meet regularly and as often as necessary, as determined by the City Manager (or designee) in his or her sole discretion, with the City officials for the purpose of consulting about the scope of work performed.

Perform such other duties consistent with the position as required by the City, and will meet with other staff and attend Agency and other meetings as necessary as determined by the City Manager (or designee) in his or her sole discretion.

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

RGS will provide finance director 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 CITY agrees to pay to RGS the full cost of compensation and support, as shown in Exhibit A, for the assigned RGS employee(s). Compensation is shown on an hourly basis.

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

2. **Reimbursement of RGS's Administrative Cost.** The CITY shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs, which are limited to incurred costs for office supplies, training and other items that are for

the exclusive use and benefit of the CITY, will be invoiced to the CITY when received and without mark-up. These external costs will be due upon receipt.

3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be delinquent if not paid within 30 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 CITY fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then the CITY agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 10 working days advance written notice.

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

RGS

C/O McGilloway & Ray Accounting and Consulting

2511 Garden Road, Suite A-180

Monterey, CA 93940-5381.

ASSIGNED RGS STAFF

NAME	POSITION	HOURLY RATE
Sandra Sato	Interim Finance Director	\$100.00

The start date for the services to be performed is on or about November 8, 2010, and this agreement is anticipated to remain in force through November 7, 2011 unless terminated earlier or extended by mutual consent of both parties.

1544213.1



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

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

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

EC Meeting: 12-09-10

Item: 3D

RECOMMENDATION

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

BACKGROUND

The City Manager requested the JPAs provide a temporary Senior Manager-level person to assist the City Manager with routine city matters as well as assisting in addressing the repercussions of the Glen View Fire. Services are expected to begin in December of 2011.

An agreement is being drafted using the JPA's standard agreement. As always, the agreement will be subject to JPA Counsel approval as to form.

FISCAL IMPACT

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



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

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

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

EC Meeting: 12-9-10

Item: 4A

RECOMMENDATION

No action is required of the Executive Committee. These are informational, preliminary financial reports through October 2010 month-end, and are attached for review. All reports are draft and unaudited.

P&L ANALYSIS

Through October 2010, the net income for the JPAs was as follows:

- LGS net income equals \$129,472 for the fiscal-year-to-date (FYTD). The balance sheet shows Total Equity of \$1,136,980.
- RGS net income equals \$117,742 for the FYTD. The balance sheet shows Total Equity of \$469,130.
- Combined LGS/RGS net income equals \$247,215 for the 2010 FYTD. Combined Total Equity equals \$1,606,110.

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. The results shown are preliminary estimates. Combined financial performance has continued the positive trend begun March 2007. This increase is the result of increased client services revenue outstripping more modestly increasing support costs for accounting, technology and administrative 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. No such loss is anticipated. Consortium IV eliminated five training positions by the end of July 2010, and added one position in August 2010. The loss of C-IV staffing has been more than offset by MEA, MTC and TJPA staffing increases.
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. Support services cost increases traditionally lag increases in client services provided. Due to growth in clients and employees, support services costs are or will increase for Human Resources management, financial services and administrative support. These increases will remain below client revenues, but are expected to moderate the pace of net gain experienced in FY2010.
4. Historically low interest rates have reduced earnings, and are expected to remain depressed for some time.

Regional Government Services
Profit & Loss by Class
July through October 2010

	<u>Admin - JPAs</u>	<u>Alameda</u>	<u>Belvedere</u>	<u>C - IV</u>	<u>Calistoga</u>	<u>LGS - TAM</u>	<u>Marin Transit</u>
Ordinary Income/Expense							
Income							
440301 • Client Billings	0.00	0.00	60,543.37	82,408.77	6,190.00	0.00	149,204.83
440400 • LGS - Admin. Services	246,258.69	0.00	0.00	0.00	0.00	81,284.94	0.00
440410 • Client Administration Fees	0.00	0.00	0.00	-19,256.17	0.00	0.00	-46,723.10
440420 • Finance Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00
480000 • Miscellaneous Income	16,939.55	0.00	0.00	1,544.13	0.00	0.00	0.00
Total Income	<u>263,198.24</u>	<u>0.00</u>	<u>60,543.37</u>	<u>64,696.73</u>	<u>6,190.00</u>	<u>81,284.94</u>	<u>102,481.73</u>
Expense							
511010 • Salaries - Regular	113,233.36	0.00	46,332.25	53,310.32	4,072.50	70,311.70	67,770.53
512002 • Medicare Employer Expense	1,652.90	0.00	671.82	781.20	59.06	1,030.08	989.23
512003 • Workers' Comp Exp clerical	20,364.88	0.00	0.00	0.00	0.00	0.00	0.00
512004 • Employee Assistance Program	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00
512005 • Health Insurance Expense	4,108.94	0.00	0.00	460.42	0.00	0.00	2,279.87
512006 • Dental Insurance Expense	668.17	0.00	0.00	452.47	0.00	452.44	921.14
512007 • Vision Insurance Expense	104.12	0.00	0.00	97.04	0.00	88.64	106.96
512008 • Life Insurance Expense	198.46	0.00	0.00	140.55	0.00	142.72	175.46
512009 • Long Term Disability Expense	329.37	0.00	0.00	240.98	0.00	245.60	299.48
512011 • Stars 401A Expense	14,929.97	0.00	4,633.24	5,055.32	407.25	8,775.36	6,502.04
512014 • Short Term Disability Expense	218.09	0.00	0.00	239.18	0.00	238.40	297.22
512018 • FSA Health & Day Care Expense	311.00	0.00	0.00	0.00	0.00	0.00	0.00
520104 • Telephone/Internet	967.86	0.00	0.00	0.00	0.00	0.00	0.00
520105 • Cell Phones	281.08	0.00	0.00	0.00	0.00	0.00	0.00
520107 • ADP Payroll Fees	4,155.30	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	1,613.42	0.00	0.00	0.00	0.00	0.00	0.00
520204 • Printing & Postage	439.62	431.56	0.00	0.00	0.00	0.00	0.00
520302 • Legal Services	7,479.72	0.00	0.00	0.00	0.00	0.00	0.00
520320 • Professional Services	29,101.68	0.00	0.00	0.00	0.00	0.00	0.00
520501 • Professional Dues & Membership	4,652.00	0.00	0.00	0.00	0.00	0.00	0.00
520503 • Conferences & Meetings	18,803.68	0.00	0.00	4,478.64	0.00	0.00	0.00
520504 • Publications	31,280.64	0.00	0.00	0.00	0.00	0.00	0.00
520701 • General Liability Insurance Exp	38,814.68	0.00	0.00	0.00	0.00	0.00	0.00
520801 • Mileage Reimbursement	2,817.37	0.00	0.00	0.00	0.00	0.00	0.00
520803 • Travel Reimbursement	125.00	0.00	0.00	0.00	0.00	0.00	0.00
520805 • Supplies & Meals Reimbursement	1,107.65	0.00	0.00	1,492.88	0.00	0.00	0.00
520904 • Computer Install & Maintenance	3,330.60	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	<u>302,089.56</u>	<u>431.56</u>	<u>51,637.31</u>	<u>66,749.00</u>	<u>4,538.81</u>	<u>81,284.94</u>	<u>79,341.93</u>
Net Ordinary Income	-38,891.32	-431.56	8,906.06	-2,052.27	1,651.19	0.00	23,139.80
Other Income/Expense							
Other Expense							
529997 • Unallocated Admin. Svcs - RGS	-38,891.32	0.00	0.00	0.00	0.00	0.00	0.00
529999 • Allocated Unbillable Expenses	0.00	0.00	2,467.27	2,636.53	252.26	0.00	4,176.34
Total Other Expense	<u>-38,891.32</u>	<u>0.00</u>	<u>2,467.27</u>	<u>2,636.53</u>	<u>252.26</u>	<u>0.00</u>	<u>4,176.34</u>
Net Other Income	<u>38,891.32</u>	<u>0.00</u>	<u>-2,467.27</u>	<u>-2,636.53</u>	<u>-252.26</u>	<u>0.00</u>	<u>-4,176.34</u>
Net Income	<u><u>0.00</u></u>	<u><u>-431.56</u></u>	<u><u>6,438.79</u></u>	<u><u>-4,688.80</u></u>	<u><u>1,398.93</u></u>	<u><u>0.00</u></u>	<u><u>18,963.46</u></u>

Regional Government Services
Profit & Loss by Class
July through October 2010

	MEA	Menlo Park FPD	Menlo Park US&R	MERA	MGSA	MTA
Ordinary Income/Expense						
Income						
440301 • Client Billings	175,547.13	35,775.00	7,750.00	30,000.00	73,280.89	16,891.35
440400 • LGS - Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00
440410 • Client Administration Fees	-76,095.54	0.00	0.00	0.00	0.00	0.00
440420 • Finance Charges	232.90	0.00	0.00	0.00	0.00	0.00
480000 • Miscellaneous Income	0.00	0.00	0.00	0.00	0.00	0.00
Total Income	99,684.49	35,775.00	7,750.00	30,000.00	73,280.89	16,891.35
Expense						
511010 • Salaries - Regular	39,718.45	27,367.88	6,200.00	23,512.80	69,138.71	0.00
512002 • Medicare Employer Expense	582.54	396.84	89.90	340.96	1,007.44	0.00
512003 • Workers' Comp Exp clerical	0.00	0.00	0.00	0.00	0.00	0.00
512004 • Employee Assistance Program	0.00	0.00	0.00	0.00	0.00	0.00
512005 • Health Insurance Expense	2,139.84	0.00	0.00	0.00	2,139.84	0.00
512006 • Dental Insurance Expense	678.72	0.00	0.00	0.00	226.28	0.00
512007 • Vision Insurance Expense	149.76	0.00	0.00	0.00	61.12	0.00
512008 • Life Insurance Expense	131.12	0.00	0.00	0.00	83.52	0.00
512009 • Long Term Disability Expense	223.65	0.00	0.00	0.00	142.48	0.00
512011 • Stars 401A Expense	4,601.46	2,736.80	620.00	2,351.28	6,913.84	0.00
512014 • Short Term Disability Expense	221.95	0.00	0.00	0.00	141.44	0.00
512018 • FSA Health & Day Care Expense	0.00	0.00	0.00	0.00	0.00	0.00
520104 • Telephone/Internet	0.00	0.00	0.00	0.00	0.00	0.00
520105 • Cell Phones	0.00	0.00	0.00	0.00	0.00	0.00
520107 • ADP Payroll Fees	0.00	0.00	0.00	0.00	0.00	0.00
520201 • Office Supplies	0.00	0.00	0.00	0.00	62.31	0.00
520202 • Bank Fees & Services	0.00	0.00	0.00	0.00	0.00	0.00
520204 • Printing & Postage	0.00	0.00	0.00	0.00	0.00	0.00
520302 • Legal Services	0.00	0.00	0.00	0.00	0.00	0.00
520320 • Professional Services	0.00	0.00	0.00	0.00	0.00	0.00
520501 • Professional Dues & Membership	0.00	0.00	0.00	0.00	0.00	0.00
520503 • Conferences & Meetings	0.00	0.00	0.00	0.00	0.00	0.00
520504 • Publications	0.00	0.00	0.00	0.00	0.00	0.00
520701 • General Liability Insurance Exp	0.00	0.00	0.00	0.00	0.00	0.00
520801 • Mileage Reimbursement	0.00	0.00	0.00	0.00	506.06	0.00
520803 • Travel Reimbursement	0.00	0.00	0.00	0.00	290.41	0.00
520805 • Supplies & Meals Reimbursement	0.00	53.95	0.00	0.00	409.89	0.00
520904 • Computer Install & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	48,447.49	30,555.47	6,909.90	26,205.04	81,123.34	0.00
Net Ordinary Income	51,237.00	5,219.53	840.10	3,794.96	-7,842.45	16,891.35
Other Income/Expense						
Other Expense						
529997 • Unallocated Admin. Svcs - RGS	0.00	0.00	0.00	0.00	0.00	0.00
529999 • Allocated Unbillable Expenses	4,062.35	1,457.91	315.83	1,222.56	2,986.35	688.36
Total Other Expense	4,062.35	1,457.91	315.83	1,222.56	2,986.35	688.36
Net Other Income	-4,062.35	-1,457.91	-315.83	-1,222.56	-2,986.35	-688.36
Net Income	47,174.65	3,761.62	524.27	2,572.40	-10,828.80	16,202.99

Regional Government Services
Profit & Loss by Class
July through October 2010

	MTC	Rohnert Park	San Rafael	Sausalito	SMARTD	Stars	Stockton
Ordinary Income/Expense							
Income							
440301 • Client Billings	7,680.00	28,840.00	94,160.56	60,333.32	10,600.00	0.00	62,240.00
440400 • LGS - Admin. Services	3,858.38	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	0.00
Total Income	11,538.38	28,840.00	94,160.56	60,333.32	10,600.00	0.00	62,240.00
Expense							
511010 • Salaries - Regular	10,481.96	21,630.00	72,552.97	47,200.00	7,603.50	6,650.08	50,333.76
512002 • Medicare Employer Expense	151.99	313.76	1,065.03	695.04	110.72	97.25	741.12
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	0.58	0.00	2,139.84	0.00	0.00	274.96	0.00
512006 • Dental Insurance Expense	0.57	0.00	226.28	226.28	0.00	26.86	0.00
512007 • Vision Insurance Expense	0.15	0.00	152.52	61.12	0.00	5.26	0.00
512008 • Life Insurance Expense	0.00	0.00	228.56	156.64	0.00	15.07	168.24
512009 • Long Term Disability Expense	0.00	0.00	393.12	270.00	0.00	25.04	288.80
512011 • Stars 401A Expense	1,028.13	2,163.00	8,824.17	4,500.00	760.34	995.02	4,813.36
512014 • Short Term Disability Expense	0.00	0.00	341.36	238.40	0.00	16.55	238.40
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
520204 • Printing & Postage	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	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	-125.00	0.00	93.41	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
520801 • Mileage Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520803 • Travel Reimbursement	0.00	0.00	373.64	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
Total Expense	11,538.38	24,106.76	86,390.90	53,347.48	8,474.56	8,106.09	56,583.68
Net Ordinary Income	0.00	4,733.24	7,769.66	6,985.84	2,125.44	-8,106.09	5,656.32
Other Income/Expense							
Other Expense							
529997 • Unallocated Admin. Svcs - RGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
529999 • Allocated Unbillable Expenses	312.98	1,175.29	3,837.24	2,458.71	431.97	0.00	2,536.41
Total Other Expense	312.98	1,175.29	3,837.24	2,458.71	431.97	0.00	2,536.41
Net Other Income	-312.98	-1,175.29	-3,837.24	-2,458.71	-431.97	0.00	-2,536.41
Net Income	-312.98	3,557.95	3,932.42	4,527.13	1,693.47	-8,106.09	3,119.91

Regional Government Services
Profit & Loss by Class
July through October 2010

	TJPA	Vallejo	VCOHS	VCTC1	VCTC2	TOTAL
Ordinary Income/Expense						
Income						
440301 · Client Billings	0.00	96,746.00	80,934.67	0.00	8,050.00	1,087,175.89
440400 · LGS - Admin. Services	28,597.99	0.00	0.00	0.00	0.00	360,000.00
440410 · Client Administration Fees	0.00	0.00	0.00	0.00	0.00	-142,074.81
440420 · Finance Charges	0.00	0.00	28.16	0.00	0.00	261.06
480000 · Miscellaneous Income	0.00	7,310.00	123.50	0.00	0.00	25,917.18
Total Income	28,597.99	104,056.00	81,086.33	0.00	8,050.00	1,331,279.32
Expense						
511010 · Salaries - Regular	25,242.50	36,726.75	53,685.66	3,828.43	5,563.34	862,467.45
512002 · Medicare Employer Expense	370.47	532.54	778.46	55.70	80.66	12,594.71
512003 · Workers' Comp Exp clerical	0.00	0.00	0.00	0.00	0.00	20,364.88
512004 · Employee Assistance Program	0.00	0.00	0.00	0.00	0.00	1,000.00
512005 · Health Insurance Expense	0.00	0.00	56.19	61.83	21.50	13,683.81
512006 · Dental Insurance Expense	0.00	0.00	55.92	23.89	16.44	3,975.46
512007 · Vision Insurance Expense	0.00	0.00	15.10	5.40	4.44	851.63
512008 · Life Insurance Expense	0.00	0.00	0.00	3.39	0.00	1,443.73
512009 · Long Term Disability Expense	0.00	0.00	0.00	5.63	0.00	2,464.15
512011 · Stars 401A Expense	2,985.02	3,672.70	5,363.94	523.75	462.30	93,618.29
512014 · Short Term Disability Expense	0.00	0.00	0.00	3.72	0.00	2,194.71
512018 · FSA Health & Day Care Expense	0.00	0.00	0.00	0.00	0.00	311.00
520104 · Telephone/Internet	0.00	0.00	0.00	0.00	0.00	967.86
520105 · Cell Phones	0.00	0.00	0.00	0.00	0.00	281.08
520107 · ADP Payroll Fees	0.00	0.00	0.00	0.00	0.00	4,155.30
520201 · Office Supplies	0.00	0.00	0.00	0.00	0.00	62.31
520202 · Bank Fees & Services	0.00	0.00	0.00	0.00	0.00	1,613.42
520204 · Printing & Postage	0.00	0.00	6.66	0.00	0.00	877.84
520302 · Legal Services	0.00	0.00	0.00	0.00	0.00	7,479.72
520320 · Professional Services	0.00	41,235.98	0.00	0.00	0.00	70,337.66
520501 · Professional Dues & Membership	0.00	0.00	79.00	0.00	0.00	4,731.00
520503 · Conferences & Meetings	0.00	0.00	0.00	0.00	0.00	23,250.73
520504 · Publications	0.00	0.00	0.00	0.00	0.00	31,280.64
520701 · General Liability Insurance Exp	0.00	0.00	0.00	0.00	0.00	38,814.68
520801 · Mileage Reimbursement	0.00	9.82	796.40	0.00	158.40	4,288.05
520803 · Travel Reimbursement	0.00	0.00	3,242.86	0.00	0.00	4,031.91
520805 · Supplies & Meals Reimbursement	0.00	0.00	0.00	0.00	0.00	3,064.37
520904 · Computer Install & Maintenance	0.00	0.00	0.00	0.00	0.00	3,330.60
Total Expense	28,597.99	82,177.79	64,080.19	4,511.74	6,307.08	1,213,536.99
Net Ordinary Income	0.00	21,878.21	17,006.14	-4,511.74	1,742.92	117,742.33
Other Income/Expense						
Other Expense						
529997 · Unallocated Admin. Svcs - RGS	0.00	0.00	0.00	0.00	0.00	-38,891.32
529999 · Allocated Unbillable Expenses	0.00	4,240.50	3,304.44	0.00	328.02	38,891.32
Total Other Expense	0.00	4,240.50	3,304.44	0.00	328.02	0.00
Net Other Income	0.00	-4,240.50	-3,304.44	0.00	-328.02	0.00
Net Income	0.00	17,637.71	13,701.70	-4,511.74	1,414.90	117,742.33

Regional Government Services

Balance Sheet

As of October 31, 2010

	<u>Oct 31, 10</u>
ASSETS	
Current Assets	
Checking/Savings	
110010 - Wells Fargo - Cash	256,364.35
110030 - LAIF Account	207,179.25
110040 - CalTRUST	<u>1,040,512.04</u>
Total Checking/Savings	1,504,055.64
Accounts Receivable	
131130 - Accounts Receivable	<u>540,866.12</u>
Total Accounts Receivable	540,866.12
Other Current Assets	
120010 - Prepaid Insurance	214,614.44
131131 - Accounts Receivable - Misc	<u>2,552.48</u>
Total Other Current Assets	<u>217,166.92</u>
Total Current Assets	<u>2,262,088.68</u>
TOTAL ASSETS	<u><u>2,262,088.68</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
220010 - Accounts Payable	<u>2,732.30</u>
Total Accounts Payable	2,732.30
Other Current Liabilities	
214060 - Due to LGS	1,279,316.21
220012 - Accounts Payable - Misc.	779.76
221003 - 457/401A Retirement Liab	14,287.78
221015 - Health Insurance Liability	-2,322.62
221016 - Long Term Disability Liability	-671.16
221017 - Short Term Disability Liability	-603.30
221023 - Dental Insurance Liability	191.10
221024 - Vision Insurance Liability	-97.32
221025 - Life Insurance/ AD&D Liability	-392.80
230060 - Accrued Salaries, Wages & Taxes	108,593.38
240010 - Deferred Revenue	238,226.31
250001 - Accrued Vacation, Sick, Admin	<u>152,918.44</u>
Total Other Current Liabilities	<u>1,790,225.78</u>
Total Current Liabilities	<u>1,792,958.08</u>
Total Liabilities	1,792,958.08
Equity	
370000 - Fund Bal Unreserved/Unrestrictd	59,733.63
3900 - Retained Earnings	291,654.64
Net Income	<u>117,742.33</u>
Total Equity	469,130.60
Less Reserve	<u>234,565.30</u>
Remaining Net Equity	<u>234,565.30</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,262,088.68</u></u>



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 **EC Meeting: 12-9-10**
FROM: RICHARD H. AVERETT, CFO/Treasurer **Item: 4B**
SUBJECT: PAYMENTS MADE IN SEPTEMBER AND OCTOBER 2010

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 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. The Executive Director reviews and signs/authorizes the check or electronic payment;
4. MRBK prepares and submits to our bank, Wells Fargo, a wire transfer record, and the Executive Director electronically reviews and approves each wire; and
5. 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 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 FY2010 budget or in subsequently approved action by the Executive Committee.

Regional Government Services
Account QuickReport
As of September 30, 2010

Type	Date	Num	Name	Memo	Clr	Amount	Balance
110010 - Wells Fargo - Cash							37,018.50
Deposit	09/01/2010			Deposit	√	167,009.67	204,028.17
Transfer	09/01/2010			Funds Transfer	√	-60,000.00	144,028.17
Payment	09/02/2010	017001	Belvedere		√	16,060.92	160,089.09
Payment	09/02/2010	027833	VCTC2		√	1,550.00	161,639.09
Transfer	09/02/2010			Funds Transfer	√	-167,000.00	-5,360.91
Transfer	09/07/2010			Funds Transfer	√	338,000.00	332,639.09
Check	09/07/2010	EFT	LGS	ZBA Transfer	√	-172,079.16	160,559.93
Check	09/07/2010	EFT	ADP Net Checks	08/31 Payroll	√	-72,927.29	87,632.64
Check	09/07/2010	EFT	ADP FWH/SWH/MED	08/31 Payroll Taxes	√	-27,411.86	60,220.78
Check	09/08/2010	EFT	LGS	ZBA Transfer	√	-42,115.37	18,105.41
Check	09/08/2010	EFT	AIG Retirement	RGS 08/31 401 wire	√	-11,580.98	6,524.43
Check	09/08/2010	EFT	AIG Retirement	RGS 08/31 457 wire	√	-6,986.54	-462.11
Deposit	09/10/2010			Deposit	√	1,400.18	938.07
Check	09/10/2010	EFT	LGS	ZBA Transfer	√	-543.48	394.59
Check	09/10/2010	EFT	ADP Fees	RGS 8/31 PR Fees	√	-218.35	176.24
Payment	09/13/2010	128292	Sausalito		√	15,083.33	15,259.57
Payment	09/13/2010	011177	Calistoga		√	300.00	15,559.57
Payment	09/13/2010	1148270	SMARTD		√	2,150.00	17,709.57
Payment	09/13/2010	007024	Menlo Park FPD		√	2,000.00	19,709.57
Payment	09/13/2010	26219	San Rafael		√	718.32	20,427.89
Check	09/13/2010	EFT	LGS	ZBA Transfer	√	-194.81	20,233.08
Check	09/13/2010	EFT	Wells Fargo Bank	Service Charge	√	-235.68	19,997.40
Check	09/16/2010	EFT	LGS	ZBA Transfer	√	-36,250.70	-16,253.30
Payment	09/17/2010	007039	Menlo Park US&R		√	7,750.00	-8,503.30
Payment	09/17/2010	1112	Marin Energy Authority		√	37,493.13	28,989.83
Transfer	09/17/2010			Funds Transfer	√	17,000.00	45,989.83
Payment	09/20/2010	1088488	Stockton		√	15,560.00	61,549.83
Payment	09/21/2010	2000309240	MGSA		√	165.89	61,715.72
Payment	09/21/2010	2000309240	MGSA		√	5,630.45	67,346.17
Deposit	09/21/2010			Deposit	√	110,000.00	177,346.17
Transfer	09/21/2010			Funds Transfer	√	100,000.00	277,346.17
Transfer	09/21/2010			Funds Transfer	√	42,000.00	319,346.17
Check	09/21/2010	EFT	LGS	ZBA Transfer	√	-181,824.90	137,521.27
Check	09/21/2010	EFT	ADP Net Checks	09/15 Payroll	√	-77,877.35	59,643.92

Regional Government Services
Account QuickReport
As of September 30, 2010

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Check	09/21/2010	EFT	ADP FWH/SWH/MED	09/15 Payroll	√	-28,501.22	31,142.70
Deposit	09/22/2010			Deposit	√	165,483.35	196,626.05
Check	09/22/2010	EFT	LGS	ZBA Transfer	√	-9,650.48	186,975.57
Check	09/22/2010	EFT	AIG Retirement	RGS 09/15 401 wire	√	-12,230.33	174,745.24
Check	09/22/2010	EFT	AIG Retirement	RGS 09/15 457 wire	√	-7,593.88	167,151.36
Check	09/22/2010	EFT	ADP Fees		√	-7.30	167,144.06
Bill Pmt -Check	09/23/2010	2286	Claremont	Oct EAP Bill 22739	√	-250.00	166,894.06
Bill Pmt -Check	09/23/2010	2287	Covad	Sept invoice 46853035	√	-273.91	166,620.15
Bill Pmt -Check	09/23/2010	2288	Federal Express	inv 7-228-79731 acct 2594-1610-8	√	-23.64	166,596.51
Bill Pmt -Check	09/23/2010	2289	Flex-Plan Services Inc	Balance of May #156840 Bene Cards	√	-100.00	166,496.51
Bill Pmt -Check	09/23/2010	2290	Jefferson Kise	VOID: Invoice 201005 Sept Services	√	0.00	166,496.51
Bill Pmt -Check	09/23/2010	2291	Liebert Cassidy Whitmore	ERC Membership 7/1/10-6/30/11	√	-2,992.00	163,504.51
Bill Pmt -Check	09/23/2010	2292	Toconis		√	-5,305.71	158,198.80
Check	09/23/2010	2293	Jeff Rawles	Aug exp reimbursement	√	-453.05	157,745.75
Bill Pmt -Check	09/23/2010	2294	City of Foster City	bill 5841	√	-1,500.00	156,245.75
Bill Pmt -Check	09/23/2010	2295	Health Leaders Media	VOID: Inv.96168137 for classified Ads	√	0.00	156,245.75
Bill Pmt -Check	09/23/2010	2296	Meyers Nave		√	-969.30	155,276.45
Bill Pmt -Check	09/23/2010	2297	Your New Desktop.Com	Aug 31 Invoice #376	√	-968.75	154,307.70
Check	09/23/2010	2298	Allied Administrators	Oct Premium	√	-848.43	153,459.27
Payment	09/24/2010	2000310009	MGSA		√	16,911.05	170,370.32
Payment	09/24/2010	2000309454	Marin Transit District		√	30,000.00	200,370.32
Deposit	09/24/2010			Deposit	√	41,427.61	241,797.93
Deposit	09/24/2010			Deposit	√	14,405.93	256,203.86
Transfer	09/24/2010			Funds Transfer	√	-260,000.00	-3,796.14
Check	09/27/2010	2299	Reliance	Oct Prepay	√	-1,505.85	-5,301.99
Bill Pmt -Check	09/27/2010	2300	McGilloway, Ray, Brown & Kaufman		√	-8,610.99	-13,912.98
Bill Pmt -Check	09/27/2010	2301	US Bank	Sep 6th statement for Aug Expenses	√	-14,741.56	-28,654.54
Check	09/27/2010	2302	Vision Service Plan	Oct premiums 12 275218 0002	√	-195.60	-28,850.14
Payment	09/27/2010	7003000308	MERA		√	7,500.00	-21,350.14
Payment	09/27/2010	27867	VCTC2		√	2,700.00	-18,650.14
Payment	09/27/2010	007096	Menlo Park FPD		√	9,000.00	-9,650.14
Payment	09/27/2010	276462	San Rafael		√	22,660.00	13,009.86
Deposit	09/27/2010			Deposit	√	15.00	13,024.86
Deposit	09/27/2010			Deposit	√	110,000.00	123,024.86
Deposit	09/27/2010			Deposit	√	31,047.12	154,071.98

Regional Government Services
Account QuickReport
As of September 30, 2010

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Deposit	09/27/2010			Deposit	√	110,000.00	264,071.98
Deposit	09/27/2010			Deposit	√	6,000.00	270,071.98
Check	09/27/2010	EFT	LGS	ZBA Transfer	√	-4,045.19	266,026.79
Payment	09/28/2010	695914	Vallejo		√	26,608.00	292,634.79
Payment	09/28/2010	017081	Belvedere		√	14,722.51	307,357.30
Transfer	09/28/2010			Funds Transfer	√	-230,000.00	77,357.30
Bill Pmt -Check	09/30/2010	2304	Jefferson Kise	Invoice 201005 Sept Services	√	-303.75	77,053.55
Bill Pmt -Check	09/30/2010	2305	Toconis	Inv 4454B less discount	√	-882.06	76,171.49
Check	09/30/2010	2306	Jennifer Bower	Aug Expenses	√	-995.14	75,176.35
Check	09/30/2010	2307	CalPERS	Oct premium H2010107563000	√	-5,127.96	70,048.39
Check	09/30/2010	EFT	LGS	ZBA Transfer	√	-1,046.12	69,002.27
Total 110010 - Wells Fargo - Cash						<u>31,983.77</u>	<u>69,002.27</u>
TOTAL						<u>31,983.77</u>	<u>69,002.27</u>

Regional Government Services
Account QuickReport
As of October 31, 2010

Type	Date	Num	Name	Memo	Clr	Amount	Balance
110010 - Wells Fargo - Cash							69,002.27
Check	10/01/2010		ADP Fees	RGS 9/30 PR Fees	√	-223.85	68,778.42
Check	10/01/2010		LGS	ZBA Transfer	√	-266.35	68,512.07
Check	10/04/2010		LGS	ZBA Transfer	√	-33,743.22	34,768.85
Bill Pmt -Check	10/06/2010	2308	Jefferson Kise	Invoice 201006 Sept Services	√	-303.75	34,465.10
Bill Pmt -Check	10/06/2010	2315	Toconis		√	-5,822.08	28,643.02
Payment	10/06/2010	194996	Rohnert Park		√	7,420.00	36,063.02
Payment	10/06/2010	1152511	SMARTD		√	4,250.00	40,313.02
Transfer	10/06/2010			Funds Transfer	√	239,000.00	279,313.02
Check	10/06/2010		ADP Net Checks	09/30 Payroll	√	-69,552.33	209,760.69
Check	10/06/2010		ADP FWH/SWH/MED	09/30 Payroll	√	-26,578.22	183,182.47
Check	10/06/2010		LGS	ZBA Transfer	√	-165,551.20	17,631.27
Check	10/07/2010		AIG Retirement	RGS 09/30 401 wire	√	-11,384.27	6,247.00
Check	10/07/2010		AIG Retirement	RGS 09/30 457 wire	√	-8,082.12	-1,835.12
Check	10/07/2010		LGS	ZBA Transfer	√	-9,724.94	-11,560.06
Transfer	10/08/2010			Funds Transfer	√	39,000.00	27,439.94
Check	10/12/2010		Wells Fargo Bank	Service Charge	√	-215.47	27,224.47
Check	10/12/2010		LGS	ZBA Transfer	√	-188.01	27,036.46
Check	10/13/2010	2309	Paul Roberts	Sept Expenses	√	-145.50	26,890.96
Check	10/13/2010	2310	Gail Papworth	Aug Expenses	√	-186.80	26,704.16
Check	10/13/2010	2311	Jennifer Bower	Sep Expenses	√	-110.00	26,594.16
Check	10/13/2010	2314	Richard Averett	Sep reimbursable expense	√	-348.65	26,245.51
Check	10/13/2010	2312	Jeff Rawles	Sep exp reimbursement	√	-207.31	26,038.20
Check	10/13/2010	2313	Richard Averett	Aug reimbursable expense	√	-268.92	25,769.28
Payment	10/13/2010	128515	Sausalito		√	15,083.33	40,852.61
Check	10/14/2010		LGS	ZBA Transfer	√	-31,029.24	9,823.37
Check	10/15/2010		LGS	ZBA Transfer	√	-297.10	9,526.27
Check	10/15/2010		ADP Fees	RGS 09/30 PR Fees	√	-215.60	9,310.67
Payment	10/18/2010	200314590	Marin Transit District		√	30,000.00	39,310.67
Deposit	10/18/2010			Deposit	√	163,768.81	203,079.48
Payment	10/19/2010	2000314772	MGSA		√	16,911.05	219,990.53
Check	10/19/2010		LGS	ZBA Transfer	√	-29,192.67	190,797.86
Payment	10/20/2010	2000314973	MGSA		√	5,630.45	196,428.31
Check	10/21/2010	2316	Paul Roberts	Aug Expenses	√	-38.00	196,390.31
Check	10/21/2010	2317	Tom Smith	Ventura Interview Expenses		-621.79	195,768.52

Regional Government Services
Account QuickReport
As of October 31, 2010

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Check	10/21/2010	2318	Richard Albrecht	Ventura Interview Expenses		-115.50	195,653.02
Check	10/21/2010	2319	Peter Goll	Ventura Interview Expenses		-632.90	195,020.12
Check	10/21/2010	2320	Earl Greenia	Ventura Interview Expenses		-405.12	194,615.00
Check	10/21/2010	2321	Thomas Kurtz	Ventura Interview Expenses	√	-1,467.55	193,147.45
Check	10/21/2010	2322	Leslie Loomis	Lodging Aug -18, Sep 7		-186.82	192,960.63
Payment	10/21/2010	011414	Calistoga		√	1,660.00	194,620.63
Payment	10/21/2010	027953	VCTC2		√	1,725.00	196,345.63
Payment	10/21/2010	277006	San Rafael		√	23,489.92	219,835.55
Payment	10/21/2010	1500421189	VCOHS		√	25,853.80	245,689.35
Deposit	10/21/2010			Deposit	√	12,859.20	258,548.55
Transfer	10/21/2010			Funds Transfer	√	102,000.00	360,548.55
Check	10/21/2010		ADP Net Checks	10/15 Payroll	√	-73,486.62	287,061.93
Check	10/21/2010		ADP FWH/SWH/MED	10/15 Payroll	√	-27,986.71	259,075.22
Check	10/21/2010		LGS	ZBA Transfer	√	-164,287.49	94,787.73
Bill Pmt -Check	10/22/2010	2323	Big Sky Creative	Invoice 1203 Graphic Work-Sept		-225.00	94,562.73
Bill Pmt -Check	10/22/2010	2324	Jefferson Kise	Invoice 201007 Oct Services	√	-371.25	94,191.48
Bill Pmt -Check	10/22/2010	2325	US Bank	Oct 6th statement for Sep Expenses		-3,038.52	91,152.96
Bill Pmt -Check	10/22/2010	2326	Covad	Oct invoice 46907598	√	-281.49	90,871.47
Bill Pmt -Check	10/22/2010	2327	McGilloway, Ray, Brown & Kaufman		√	-8,593.37	82,278.10
Bill Pmt -Check	10/22/2010	2328	Meyers Nave	Sept 30 invoice 201009695	√	-797.58	81,480.52
Bill Pmt -Check	10/22/2010	2329	Toconis		√	-5,400.26	76,080.26
Payment	10/22/2010	2000315569	Marin Transit District		√	437.12	76,517.38
Deposit	10/22/2010			Deposit	√	15,030.93	91,548.31
Check	10/22/2010		AIG Retirement	RGS 10/15 401 wire	√	-11,717.97	79,830.34
Check	10/22/2010		AIG Retirement	RGS 10/15 457 wire	√	-7,329.68	72,500.66
Check	10/22/2010		ADP Fees	RGS 10/15 PR Fees	√	-7.30	72,493.36
Check	10/22/2010		LGS	ZBA Transfer	√	-12,937.92	59,555.44
Check	10/25/2010	2330	Allied Administrators	Nov Premium	√	-848.43	58,707.01
Check	10/25/2010	2331	Reliance	Nov Prepay		-1,505.85	57,201.16
Check	10/25/2010	2332	Vision Service Plan	Nov premiums 12 275218 0002	√	-180.32	57,020.84
Payment	10/26/2010	2000316176	Marin Transit District		√	12,166.12	69,186.96
Payment	10/27/2010	696617	Vallejo		√	28,832.00	98,018.96
Check	10/27/2010		LGS	ZBA Transfer	√	-35,335.33	62,683.63
Transfer	10/29/2010			Funds Transfer	√	200,000.00	262,683.63
Check	10/29/2010		ADP Fees	RGS 10/15 PR Fees	√	-249.10	262,434.53

Regional Government Services
Account QuickReport
As of October 31, 2010

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
Check	10/29/2010		LGS	ZBA Transfer	√	-263.60	262,170.93
Check	10/31/2010	2333	CalPERS	Nov premium H2010107563000		-2,593.60	259,577.33
Check	10/31/2010	2334	Paul Roberts	Oct Expenses		-133.16	259,444.17
Check	10/31/2010	2335	Jeff Rawles	Oct exp reimbursement		-317.90	259,126.27
Check	10/31/2010	2336	Sophia Selivanoff	Oct Mileage Exp		-124.25	259,002.02
Check	10/31/2010	2337	Richard Averett	Oct reimbursable expense		-886.92	258,115.10
Check	10/31/2010	2338	Tom Smith	Ventura Interview Expenses-Aug		-447.00	257,668.10
Bill Pmt -Check	10/31/2010	2339	Brian Rowlett	bill #112 for Aug 6-Oct 29 Services		-550.00	257,118.10
Bill Pmt -Check	10/31/2010	2340	Jefferson Kise	Invoice 201008 Oct 18-29 Services		-753.75	256,364.35
Total 110010 - Wells Fargo - Cash						<u>187,362.08</u>	<u>256,364.35</u>
TOTAL						<u>187,362.08</u>	<u>256,364.35</u>



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

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

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

EC Meeting: 12-9-10
Item: 4C

RECOMMENDATION

Review and accept JPA investments made through November 2010.

BACKGROUND

The JPA Board of Directors approved an updated investment policy June 10, 2010, authorizing 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 years maturity in accordance with CA Code. The Board had previously approved an updated investment policy on June 10, 2009, 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 a RGS CalTrust account.

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 began in first quarter of fiscal year 2011. Three agencies are currently participating: Gold Coast Health Plan (GCHP), Consortium IV (C-IV) and California Joint Powers Insurance Authority (CJPIA). GCHP is a new JPA and will receive earned cash flow for services next year. RGS is providing support and staffing services, and charging five percent on advances made. They have already began making payments to us from advanced proceeds from their member agencies. C-IV's ability to pay for RGS services was affected by the State's inability to pass a budget. RGS is charging one percent per month after a forty-five day invoice-to-payment cycle. C-IV has now paid outstanding balances. CJPIA approved an aggregate retrospective deposit repayment plan that permitted member agencies to prepay retrospective deposits and receive a discount of two percent per year. LGS and RGS prepaid the full obligations (\$135,095), saving \$9,288.

FISCAL IMPACT

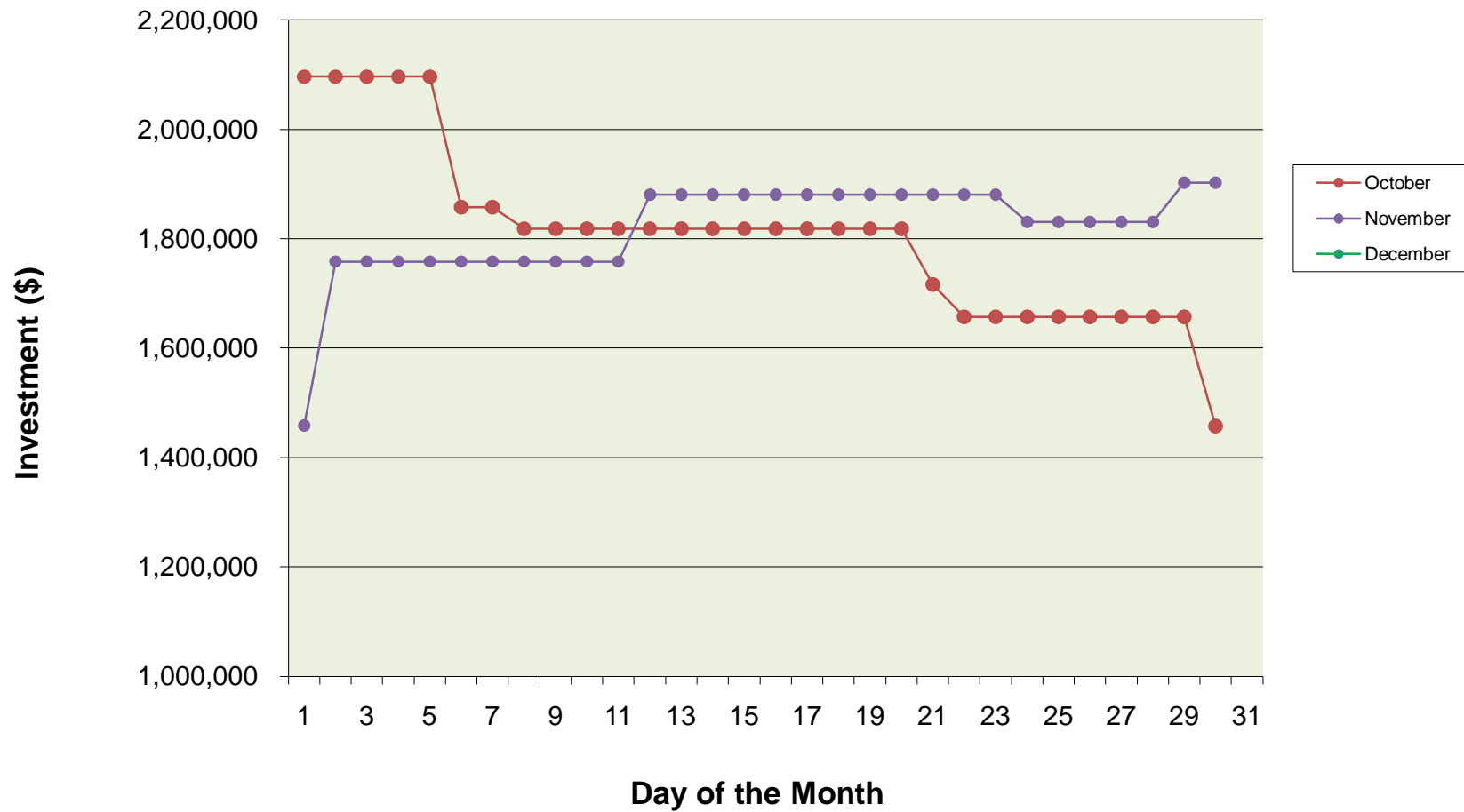
The impact of investment activity with Other Agencies, LAIF and CalTrust this period is projected to yield approximately \$1,500 to \$1,600 per month. Fiscal year 2011 budgeted earnings are \$15,000 and fiscal-year-to-date preliminary earnings are slightly exceeding budgeted earnings revenue. We are continuing to invest the maximum cash available, leaving only the minimum checking account balances needed to cover obligations.

LAIF and CalTrust interest rates have resumed their moderate declines. CalTrust medium term investments are currently yielding approximately 75 basis points more than LAIF, and CalTrust short term investments are currently yielding 12 basis points more than LAIF. The Board of Directors annually reviews the investment policy at their June meetings.

INVESTMENT REPORT FY2011

OCTOBER					NOVEMBER				DECEMBER			
<u>Date</u>	<u>JPIA,COHS</u>	<u>CalTrust</u>	<u>LAIF</u>	<u>Combined</u>	<u>JPIA,COHS</u>	<u>CalTrust</u>	<u>LAIF</u>	<u>Combined</u>	<u>JPIA,COHS</u>	<u>CalTrust</u>	<u>LAIF</u>	<u>Combined</u>
	<u>, CIV</u>				<u>, CIV</u>	<u>Short & Medium</u>			<u>, CIV</u>	<u>Short & Medium</u>		
1	289,287	1,220,395	586,778	2,096,461	230,118	1,021,620	206,778	1,458,516				-
2	289,287	1,220,395	586,778	2,096,461	230,118	1,021,620	506,778	1,758,516				-
3	289,287	1,220,395	586,778	2,096,461	230,118	1,021,620	506,778	1,758,516				-
4	289,287	1,220,395	586,778	2,096,461	230,118	1,021,620	506,778	1,758,516				-
5	289,287	1,220,395	586,778	2,096,461	230,118	1,021,620	506,778	1,758,516				-
6	289,287	1,220,395	347,778	1,857,461	230,118	1,021,620	506,778	1,758,516				-
7	289,287	1,220,395	347,778	1,857,461	230,118	1,021,620	506,778	1,758,516				-
8	289,287	1,220,395	308,778	1,818,461	230,118	1,021,620	506,778	1,758,516				-
9	289,287	1,220,395	308,778	1,818,461	230,118	1,021,620	506,778	1,758,516				-
10	289,287	1,220,395	308,778	1,818,461	230,118	1,021,620	506,778	1,758,516				-
11	289,287	1,220,395	308,778	1,818,461	230,118	1,021,620	506,778	1,758,516				-
12	289,287	1,220,395	308,778	1,818,461	230,118	1,021,620	628,778	1,880,516				-
13	289,287	1,220,395	308,778	1,818,461	230,118	1,021,620	628,778	1,880,516				-
14	289,287	1,220,395	308,778	1,818,461	230,118	1,021,620	628,778	1,880,516				-
15	289,287	1,220,395	308,778	1,818,461	230,118	1,021,620	628,778	1,880,516				-
16	289,287	1,220,395	308,778	1,818,461	230,118	1,021,620	628,778	1,880,516				-
17	289,287	1,220,395	308,778	1,818,461	230,118	1,021,620	628,778	1,880,516				-
18	289,287	1,220,395	308,778	1,818,461	230,118	1,021,620	628,778	1,880,516				-
19	289,287	1,220,395	308,778	1,818,461	230,118	1,021,620	628,778	1,880,516				-
20	289,287	1,220,395	308,778	1,818,461	230,118	1,021,620	628,778	1,880,516				-
21	289,287	1,220,395	206,778	1,716,461	230,118	1,021,620	628,778	1,880,516				-
22	230,118	1,220,395	206,778	1,657,292	230,118	1,021,620	628,778	1,880,516				-
23	230,118	1,220,395	206,778	1,657,292	230,118	1,021,620	628,778	1,880,516				-
24	230,118	1,220,395	206,778	1,657,292	230,118	1,521,620	78,778	1,830,516				-
25	230,118	1,220,395	206,778	1,657,292	230,118	1,521,620	78,778	1,830,516				-
26	230,118	1,220,395	206,778	1,657,292	230,118	1,521,620	78,778	1,830,516				-
27	230,118	1,220,395	206,778	1,657,292	230,118	1,521,620	78,778	1,830,516				-
28	230,118	1,220,395	206,778	1,657,292	230,118	1,521,620	78,778	1,830,516				-
29	230,118	1,220,395	206,778	1,657,292	135,095	1,521,620	245,778	1,902,493				-
30	230,118	1,020,395	206,778	1,457,292	135,095	1,521,620	245,778	1,902,493				-
31	230,118	1,020,395	206,778	1,457,292								
	<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	\$1,250			\$5,000	\$1,250			\$6,250	\$1,250			\$7,500
Est. Earr	\$297	\$1,224	\$133	\$6,772	\$277	1,040	173	\$8,262				\$8,262

COMBINED INVESTMENTS





LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

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

EC Meeting: 12-09-10

Item: 6A

CURRENT CLIENTS:

The following is a listing of LGS and RGS current clients. LGS has 45 positions supporting clients and RGS has 41 positions supporting clients and JPA administration.

Cities

Belvedere
Davis
San Rafael
Stockton

Calistoga
Rohnert Park
Sausalito
Vallejo

Other Agencies

Consortium IV
Marin County Transit District
Marin Energy Authority
Marin Telecommunications Authority
Metropolitan Transportation Commission
South Bayside Waste Management Authority
Transportation Authority of Marin

Gold Coast Health Plan
Marin Emergency Radio Authority
Marin General Services Authority
Menlo Park Fire Protection District
Sonoma-Marín Area Rail Transit District
Transbay Joint Powers Authority
Ventura County Transportation Commission

POTENTIAL CLIENTS AND CHANGES TO CURRENT CLIENT SERVICES:

New discussions are taking place with the City of Lincoln and the City of San Bruno.

Support staff has been added for the Gold Coast Health Plan, and MTC increased the number of LGS positions to 21. Other existing clients have added additional positions to compliment their staffing.

**Regional Government Services
Position Allocation Chart**

Contracting Organization Title	Employee Name	RGS/LGS RGS	TAM RGS	TJPA RGS	Marin JPAs RGS	Belvedere RGS	C-IV RGS	MPFPD RGS	MEA RGS	Marin Transit RGS	Sausalito RGS	San Rafael RGS	Stockton RGS	Rohnert Park RGS	Twin Cities RGS	Davis RGS	Vallejo RGS	GCHP RGS	Small Projects RGS	Total FTE	Total Position count
Administrative Analyst	Carla Overberger				1.00															1.00	1.00
Administrative Assistant	Mary Mayhew	0.25																		0.25	1.00
Administrative Associate	Jordis Weaver								1.00											1.00	1.00
Administrative Services Director	Charlie Francis										0.85									0.85	1.00
Associate Project Delivery Manager	Jit Pandher		1.00																	1.00	1.00
Chief Executive Officer	Earl Greenia																	1.00		1.00	1.00
Chief Financial Officer	Fred Clarke			0.40																0.40	1.00
Clerk of the Board/Admin Assistant	Traci McGinley																	1.00		1.00	1.00
Community Mobility Manager	Paul Branson								1.00											1.00	1.00
Director of Human Resources/HR Consul	Jennifer Bower	0.75																0.05	0.10	0.90	1.00
Emergency Services Coordinator	Angela Del Ponte											1.00								1.00	1.00
Engineering Project Manager	Robert Branz					0.75														0.75	1.00
Executive Assistant	Tiffany Buraglio	0.40																		0.40	1.00
Executive Director/CFO	Richard Averett	1.00																		1.00	1.00
Executive Director - MGSA	Paul Berlant				0.50															0.50	1.00
Executive Officer - MERA	Maureen Cassingham				0.25															0.25	1.00
Human Resources Consultant/Analyst	Rich Oppenheim																		0.10	0.10	1.00
Human Resources Consultant/Analyst	Kristine Humphries																		0.10	0.10	1.00
Human Resources Consultant/Manager	Teresa Bryerton																0.60		0.05	0.65	1.00
Human Resources Consultant/Manager	Andrea Greenberg																		0.10	0.10	1.00
Human Resources Consultant/Manager	Maribeth Linhart							0.50												0.50	1.00
Human Resources Consultant/Manager	Anne Oliver																		0.15	0.15	1.00
Human Resources Consultant/Manager	Gail Papworth																		0.25	0.25	1.00
Human Resources Consultant/Manager	Pamela Toconis																0.60			0.60	1.00
Human Resources Consultant/Manager	Sophia Selivanoff													0.50	0.10				0.05	0.65	1.00
Human Resources Director	Leslie Loomis											1.00								1.00	1.00
Human Resources Manager	Candice Limousin																	0.75		0.75	1.00
Intern/Assistant	Adam Crenshaw																		0.25	0.25	1.00
Intern/Assistant	Katrina Dikitanan																		0.25	0.25	1.00
Interim Chief Financial Officer	Darlane Johnsen																	1.00		1.00	1.00
Interim Chief Medical Officer	Bob Beltran																	1.00		1.00	1.00
Interim Department Director	Gus Duran												1.00							1.00	1.00
Interim Director of Claims Services	Connie Davis																	1.00		1.00	1.00
Interim Director of Finance	Sandra Sato															0.75				0.75	1.00
Interim Director of Information Technology	Jim Swoben																	1.00		1.00	1.00
Program Manager, AVAP	Jeff Rawles				0.57															0.57	1.00
Project Consultant	Jeff Kise	0.25																		0.25	1.00
Project Consultant	Paul Roberts																	1.00		1.00	1.00
Project Manager	Beth Rasmussen								1.00											1.00	1.00
Technical Manager	Jon Burkett						1.00													1.00	1.00
Transportation Planner	Sean Hegpeth									1.00										1.00	1.00
Total RGS FTE by Client		2.65	1.00	0.40	2.32	0.75	1.00	0.50	2.00	2.00	0.85	2.00	1.00	0.50	0.10	0.75	1.20	7.80	1.40	28.22	
Total RGS Positions by Client		5	1	1	4	1	1	1	2	2	1	2	1	1	1	1	2	8	8		41.00
Legend	Yellow: Pending Pink: Pending separation from employment Green: FTE counts/totals										New clients (under small projects) Clients/Employees Leaving Tangerine Position counts/totals										



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TO: EXECUTIVE COMMITTEE **EC Meeting: 12-09-10**
FROM: RICHARD H. AVERETT, CFO/TREASURER **Item: 6B**
SUBJECT: EXECUTIVE COMMITTEE AND BOARD OF DIRECTORS MEETINGS

Meeting Schedule for the next 12 Months

The following are regularly scheduled meetings for the upcoming year, along with special topics to be discussed. All meetings are conducted by teleconference on the second Thursday of each month, starting at 4:00 p.m. with the exception of the annual Budget Review and Adoption meeting, which will be conducted in person starting at 10 a.m.

Date	EXEC COMM	BOD	Special Topic	Location	Notes
December 9 (Thursday)	Yes	Yes	Election of Officers, Appointment of new JPA Member, Conflict of Interest Policy	Teleconference	
January 13 (Thursday)	Yes			Teleconference	Recommend Cancelling
February 10 (Thursday)	Yes			Teleconference	
March 10 (Thursday)	Yes			Teleconference	
April 14 (Thursday)	Yes			Teleconference	
May 12 (Thursday)	Yes			Teleconference	
June 9 (Thursday)	Yes	Yes	FY12 Budget, Investment Policy, Rules & Regs	To be confirmed: Cavallo Point, Marin County	
July 14 (Thursday)	Yes			Teleconference	
August 11 (Thursday)	Yes			Teleconference	
September 8 (Thursday)	Yes			Teleconference	
October 13 (Thursday)	Yes			Teleconference	
November 10 (Thursday)	Yes			Teleconference	