



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

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

RGS EXECUTIVE COMMITTEE AGENDA

Agenda materials may be viewed in the meeting location of the Association of Bay Area Governments' (ABAG) office and City of Larkspur's office prior to the meeting.

**REGULAR MEETING
Via Teleconference
February 11, 2010
9:45 a.m.**

San Mateo County Transit District, Executive Conference Room, 3rd Floor
1250 San Carlos Ave., San Carlos, CA 94070
Association of Bay Area Governments (ABAG), Exec. Dir. Office
101 Eighth St., Oakland, CA 94604
Larkspur Fire Station 15, 2nd Floor Administrative Office
420 Magnolia Avenue, Larkspur, CA 94939

1. ROLL CALL

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 **December 10, 2009** Minutes

Action

B. Approval of management services agreement with the City of Stockton

Action

4. TREASURER'S REPORT

A. Review of Month-End Financial Reports through December 2009

Information

B. Approval of Payments and Deposits made November and December 2009

Action

C. Approval of Investments Report through December 2009 and January 2010

Action

D. Financial Reserve Designation Policy

Action

5. OLD BUSINESS

Information

A. STARS Update

6. NEW BUSINESS

A. Update on Clients and Prospective Members

Discussion

B. Regularly Scheduled Meetings Calendar

Discussion

7. PUBLIC COMMENT

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

8. NEXT MEETING: March 11th or April 8th at 9:45 a.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

The Regional Government Services Joint Powers Authority held a regular committee meeting by teleconference on **December 10, 2009** at San Mateo County Transit District, Executive Conference Rm. 3rd Floor, 1250 San Carlos Ave., San Carlos, CA 94070; Association of Bay Area Governments, Executive Director's Office, 101 Eighth St., Oakland, CA 94604; and Larkspur City Hall, City Manager's Office, 400 Magnolia Avenue, Larkspur, CA 94939. The meeting was called to order at **10:20 a.m.**

1. ROLL CALL

A. Members: Mike Garvey, RGS Chair
Bob Sinnott, Member
Herb Pike, Alternate Member

Other Attendees: Richard Averett, RGS Executive Director/CFO

B. Announcement of New Larkspur Representative and Alternate
Representative – Deputy City Manager/Fire Chief Robert Sinnott
Alternate – Finance Director Amy Koenig

C. Election of Executive Committee Vice Chair. Call for nominations and election. Only one candidate was nominated and nominations were closed.

ACTION: **M/S Sinnott/Garvey** nominated and moved by acclamation that Henry Gardner becomes Vice Chair of the Executive Committee.

AYES: Chair Garvey, Member Sinnott, Alternate Pike

NOES: None

ABSTAIN: None

2. CHANGES TO THE ORDER OF AGENDA - None

3. APPROVAL OF CONSENT AGENDA

A. Approval of **October 20, 2009** Minutes.

ACTION: **M/S Pike/Sinnott** to approve the consent agenda item as presented.

AYES: Chair Garvey, Member Sinnott, Alternate Member Pike

NOES: None

ABSTAIN: None

4. TREASURER'S REPORT

A. Review of month-end financial reports through October 2009. The Executive Director reviewed the financial reports and noted the JPA's close work with financial services provider MRBK to get more timely reporting of financial results. The Executive Director also noted that staff would develop a designated financial reserve policy for Executive Committee consideration. The cumulative retained earnings of the agency are now sufficient to establish a policy to designate a portion for adverse liability or workers' compensation claims, to enable the agency to smoothly transition to significant and rapid increases or decreases in client workload, and for use as an opportunity fund enabling the agency to take advantage unique circumstance that have a high likelihood of resulting in increased reimbursement revenue. There was discussion concerning booking leave accrual liability monthly versus annually (as is the current practice). The Executive Director noted that year-end accruals amount to a net \$60,000 to \$80,000 for both RGS and RGS. He believes that booking this combined \$5,000 to \$7,000 monthly expense does not add enough value to warrant the extra entries at this point.

B. Approval of Payments and Deposits made July, August, September and October 2009

ACTION: **M/S Pike/Sinnott** to approve the investments report as presented.

AYES: Chair Garvey, Member Sinnott, Alternate Member Pike

NOES: None

ABSTAIN: None

C. Approval of Investments Report through November of 2009.

ACTION: **M/S Pike/Sinnott** to approve the investments report as presented.

AYES: Chair Garvey, Member Sinnott, Alternate Member Pike

NOES: None

ABSTAIN: None

5. OLD BUSINESS – None

6. NEW BUSINESS

- A. Client and Prospective Client Update – Chair Garvey gave a brief overview of the JPAs, including the founding objectives of providing a platform for providing staffing and personnel services to small public agencies, retaining public sector employees in the public sector and providing cost-effective services to public agencies so that those agencies can better manage their continually stressed resources. The Executive Director reviewed the agenda report and reported on current status of clients and perspective clients. The report of potential members was reviewed, with follow-up by the Executive Director and Chair in contacting agencies identified. Updated JPA fliers will be distributed to Executive Committee Members. The Executive Director will further research the advisability of providing a retainer for member agencies.
- B. Regularly Scheduled Meetings – The Members reviewed the scheduled upcoming meeting, discussed and expressed a desire to cancel the January 14th meeting if no subsequent business required a meeting, with the next scheduled meeting date February 11. This item was for discussion only, and no action was taken.

7. PUBLIC COMMENT – None

- 8. NEXT MEETING –** The January 14, 2010 meeting is cancelled if there are no items needing the Committee's attention. The next meeting would be February 11 at 9:45 a.m. via teleconference.

- 9. ADJOURNED -** Meeting adjourned at 10:28 a.m.



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

EC Meeting: 2-11-10

Item: 3B

RECOMMENDATION

Approve authorizing the Executive Director to execute a Client Agreement with the City of Stockton (City).

BACKGROUND

The City of Stockton recently contacted RGS about possibly retaining an interim Director of the Revitalization Department. The City Manager, who is also on interim status, wanted to fill the vacant Director position while not limiting the future City Manager's options to reorganize the Department. RGS could provide interim services cost-effectively, while the City evaluated the multi-purpose Department.

Within days of being contacted, RGS had prepared the necessary agreements for City Council approval. The employee started working in early January and Council approved the full term of the agreement (through December 31, 2010) at their next meeting in mid-January. The agreement used is the latest update of the RGS agreement template, but was submitted to and approved by JPA legal counsel as to form. The agreement will be posted to the JPA web site.

FISCAL IMPACT

The hourly billing rates are sufficient to pay staff personnel costs and recover administrative costs necessary to support this agreement.



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PO Box 1350
Carmel Valley, CA 93924

Business: 650/587-7300
Fax: 650/587-7311

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 18th day of December, 2009, by and between City of Stockton, a municipal agency ("AGENCY"), and **Regional Government Services Authority (RGS)**, a joint powers authority, (each individually a "Party" and, collectively, the "Parties").

RECITALS

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

If for any reason this Agreement is not approved by the Stockton City Council on January 12, 2010, this Agreement shall terminate and any compensation due to RGS shall not exceed that authorized by Section 3.68.040 of the Stockton Municipal Code.

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

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

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

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

6.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

6.4 All Policies Requirements.

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

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

6.4.3 Subcontractors. RGS shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All

coverages for subcontractors shall be subject to all of the requirements stated herein.

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

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

15.1 RGS's indemnity obligations RGS will defend and indemnify AGENCY, and hold it harmless, from any claim, demand or liability that is related to, or results from the manner in which RGS has performed this Agreement. Thus, RGS's indemnity obligations will arise when any claim or demand is made against AGENCY which premises AGENCY'S liability, in whole or in part, upon any of the following:

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

Further, RGS will defend and indemnify AGENCY, and hold it harmless, from any claim, demand or liability that is related to, or results from an assertion that as a result of providing services to AGENCY, an RGS employee or a person performing work pursuant to this agreement is entitled to benefits from, or is covered by, the Social Security retirement system or the California Public Employee

Retirement Systems. Notwithstanding the foregoing, however, RGS's obligation for any payments to such a claimant shall be limited to those payments which AGENCY may be required to pay.

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

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

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

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

Section 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: City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

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: _____, 2009 **CITY OF STOCKTON**

By: _____
Kevin O'Rourke, City Manager

APPROVED AS TO FORM:

DATED: _____, 2009 By: _____
Richard Nosky, Jr., City Attorney

DATED: _____, 2009 **REGIONAL GOVERNMENT SERVICES**

By: _____
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

DATED: _____, 2009 By: _____
Elizabeth Silver, Authority Counsel

EXHIBIT A SCOPE OF SERVICES

RGS shall assign an RGS employee or employees to serve as the AGENCY's Director of Revitalization, which position requires performing the functions as described below:

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

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

RGS will provide Revitalization Department 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 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 a monthly 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 monthly rate shown below for "RGS Staff" will be made for changes to the salary and/or benefits costs provided by RGS to such employee, subject to mutual agreement of the parties. 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. **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.

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

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

RGS

C/O McGilloway & Ray Accounting and Consulting

2511 Garden Road, Suite A-180

Monterey, CA 93940-5381.

RGS STAFF

NAME	POSITION	MONTHLY RATE
Gus Duran	Interim Director, Department of Revitalization	\$15,560.00

The start date for the services to be performed is January 4, 2010, and this agreement is anticipated to remain in force through December 31, 2010.



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

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

EC Meeting: 2-11-10

Item: 4A

RECOMMENDATION

No action is required of the Executive Committee. These are informational financial reports through December 2009 month-end, and are attached for review. All reports are draft and preliminary.

P&L ANALYSIS

Through December 2009, the net income for the JPAs was as follows:

- LGS net income equals \$193,388 for the fiscal-year-to-date (FYTD). The balance sheet shows Total Equity of \$817,852.
- RGS net income equals \$137,011 for the FYTD. The balance sheet shows Total Equity of \$196,745.
- Combined LGS/RGS net income equals \$330,399 for the 2010 FYTD. Combined Total Equity equals \$1,014,598.

Accruals for earned but not paid leave time have not been posted to the financials. This usually occurs at the conclusion of the fiscal year. The results shown are preliminary estimates. Combined financial performance has continued the positive trend begun March 2007. The combined net income is approximately \$157,100 or 91 percent better than last year's net year-to-date performance. This increase is the result of increased client services revenue outstripping more modestly increasing support costs for accounting, technology and administrative services.

Several factors are or could dampen future fiscal performance:

1. Loss of a major client (with 10 or more assigned staff) would negatively impact financial performance. No such loss is anticipated through the remainder of the current fiscal year. At that time it is anticipated that Consortium IV staffing services will no longer need our services as their training project will be complete.
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 that traditionally lag increases in services provided. Due to growth in clients and employees, support services cost increases are expected for Human Resources management, financial services and administrative support. These increases will remain well below client revenues, but are expected to moderate the high net gain shown to-date.
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 December 2009

	<u>Admin - JPAs</u>	<u>Belvedere</u>	<u>C - IV</u>	<u>Larkspur</u>	<u>Marin Transit District</u>	<u>Menlo Park FPD</u>	<u>Menlo Park US&R</u>
Ordinary Income/Expense							
Income							
440301 • Client Billings	0.00	76,525.56	362,300.45	6,478.00	90,767.40	93,948.00	58,150.00
440400 • LGS - Admin. Services	142,450.84	0.00	0.00	0.00	0.00	0.00	0.00
440410 • Client Administration Fees	0.00	0.00	-42,882.04	0.00	0.00	0.00	0.00
480000 • Miscellaneous Income	8,752.98	0.00	195.00	0.00	292.32	0.00	0.00
Total Income	151,203.82	76,525.56	319,613.41	6,478.00	91,059.72	93,948.00	58,150.00
Expense							
511010 • Salaries - Regular	146,218.22	58,563.00	132,062.64	4,346.66	63,037.68	69,303.37	47,080.00
512002 • Medicare Employer Expense	2,136.40	849.15	1,934.20	63.60	924.73	1,009.64	682.66
512003 • Workers' Comp Exp clerical	22,222.38	0.00	0.00	0.00	0.00	0.00	0.00
512004 • Employee Assistance Program	1,500.00	0.00	0.00	0.00	0.00	0.00	0.00
512005 • Health Insurance Expense	3,583.90	0.00	4,148.72	0.00	-1.03	0.00	0.00
512006 • Dental Insurance Expense	622.33	0.00	765.24	0.00	327.96	655.68	0.00
512007 • Vision Insurance Expense	121.35	0.00	279.30	1.67	88.20	123.87	0.00
512008 • Life Insurance Expense	299.06	0.00	567.34	5.04	187.40	86.93	0.00
512009 • Long Term Disability Expense	496.55	0.00	501.60	8.67	320.56	174.63	0.00
512010 • Stars 457 Expense	-0.02	0.00	0.00	0.00	0.00	0.00	0.00
512011 • Stars 401A Expense	17,654.60	5,856.33	11,646.32	500.30	5,808.75	6,668.64	4,708.00
512012 • Calpers Retirement Expense	-4,005.87	0.00	0.00	0.00	0.00	0.00	0.00
512014 • Short Term Disability Expense	328.72	0.00	638.32	7.14	318.16	123.82	0.00
512018 • FSA Health & Day Care Expense	187.67	0.00	0.00	0.00	0.00	0.00	0.00
520104 • Telephone/Internet	1,081.35	0.00	0.00	0.00	0.00	0.00	0.00
520105 • Cell Phones	1,040.99	0.00	50.00	0.00	0.00	0.00	0.00
520107 • ADP Payroll Fees	5,238.70	0.00	0.00	0.00	0.00	0.00	0.00
520201 • Office Supplies	77.95	0.00	0.00	0.00	0.00	0.00	0.00
520202 • Bank Fees & Services	2,699.86	0.00	0.00	0.00	0.00	0.00	0.00
520204 • Printing & Postage	481.28	0.00	0.00	0.00	0.00	0.00	0.00
520301 • Audit Services	850.00	0.00	0.00	0.00	0.00	0.00	0.00
520302 • Legal Services	6,519.97	0.00	195.00	0.00	0.00	280.00	0.00
520314 • Administrative Services	1,522.50	0.00	0.00	0.00	0.00	0.00	0.00
520320 • Professional Services	47,228.55	0.00	0.00	0.00	0.00	0.00	0.00
520501 • Professional Dues & Membership	160.00	0.00	0.00	0.00	0.00	0.00	0.00
520503 • Conferences & Meetings	9,178.10	0.00	6,813.24	0.00	0.00	0.00	0.00
520504 • Publications	122.47	0.00	0.00	0.00	0.00	0.00	0.00
520701 • General Liability Insurance Exp	26,857.62	0.00	0.00	0.00	0.00	0.00	0.00
520750 • Interest Expense	8.16	0.00	0.00	0.00	0.00	0.00	0.00
520801 • Mileage Reimbursement	1,043.72	0.00	7,370.51	0.00	182.85	0.00	0.00
520803 • Travel Reimbursement	162.86	0.00	15,068.15	0.00	0.00	0.00	0.00
520805 • Supplies & Meals Reimbursement	28.49	0.00	1,501.14	0.00	20.27	0.00	0.00
520904 • Computer Install & Maintenance	6,699.34	0.00	0.00	0.00	0.00	0.00	0.00
522798 • Miscellaneous Expense	0.01	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	302,367.21	65,268.48	183,541.72	4,933.08	71,215.53	78,426.58	52,470.66
Net Ordinary Income	-151,163.39	11,257.08	136,071.69	1,544.92	19,844.19	15,521.42	5,679.34
Other Income/Expense							
Other Expense							
529997 • Unallocated Admin. Svcs - RGS	-151,163.39	0.00	0.00	0.00	0.00	0.00	0.00
529999 • Allocated Unbillable Expenses	0.00	8,812.49	36,805.88	745.99	10,486.21	10,818.82	6,696.41
Total Other Expense	-151,163.39	8,812.49	36,805.88	745.99	10,486.21	10,818.82	6,696.41
Net Other Income	151,163.39	-8,812.49	-36,805.88	-745.99	-10,486.21	-10,818.82	-6,696.41
Net Income	0.00	2,444.59	99,265.81	798.93	9,357.98	4,702.60	-1,017.07

Regional Government Services
Profit & Loss by Class
July through December 2009

	<u>NERA</u>	<u>MGSA</u>	<u>MTC</u>	<u>San Rafael</u>	<u>Sausalito</u>	<u>(SBWMA)</u>	<u>(SBWMA)</u>
Ordinary Income/Expense							
Income							
440301 • Client Billings	36,000.00	86,012.04	78.75	213,734.36	90,499.98	0.00	3,162.60
440400 • LGS - Admin. Services	0.00	0.00	7,667.13	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
480000 • Miscellaneous Income	0.00	1,295.79	0.00	653.63	0.00	0.00	0.00
Total Income	<u>36,000.00</u>	<u>87,307.83</u>	<u>7,745.88</u>	<u>214,387.99</u>	<u>90,499.98</u>	<u>0.00</u>	<u>3,162.60</u>
Expense							
511010 • Salaries - Regular	28,215.36	66,950.04	3,269.16	154,229.64	70,800.00	0.00	943.06
512002 • Medicare Employer Expense	409.08	970.80	47.39	2,264.88	1,042.56	0.00	13.68
512003 • Workers' Comp Exp clerical	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512004 • Employee Assistance Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512005 • Health Insurance Expense	0.00	0.00	0.00	3,063.48	0.00	0.00	0.00
512006 • Dental Insurance Expense	0.00	0.00	0.00	327.96	327.96	0.00	0.00
512007 • Vision Insurance Expense	0.00	0.00	0.00	248.19	73.50	0.00	0.00
512008 • Life Insurance Expense	0.00	0.00	0.00	510.11	234.96	0.00	0.00
512009 • Long Term Disability Expense	0.00	0.00	0.00	876.44	405.00	0.00	0.00
512010 • Stars 457 Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512011 • Stars 401A Expense	2,821.56	6,694.92	326.63	17,817.43	6,750.00	0.00	93.75
512012 • Calpers Retirement Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512014 • Short Term Disability Expense	0.00	0.00	0.00	798.06	357.60	0.00	0.00
512018 • FSA Health & Day Care Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520104 • Telephone/Internet	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520105 • Cell Phones	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520107 • ADP Payroll Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520201 • Office Supplies	0.00	50.89	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
520301 • Audit Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520302 • Legal Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520314 • Administrative Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520320 • Professional Services	0.00	0.00	3,949.90	0.00	0.00	0.00	0.00
520501 • Professional Dues & Membership	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520503 • Conferences & Meetings	0.00	375.12	77.00	-737.30	0.00	0.00	0.00
520504 • Publications	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520701 • General Liability Insurance Exp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520750 • Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520801 • Mileage Reimbursement	0.00	586.38	75.80	0.00	0.00	0.00	0.00
520803 • Travel Reimbursement	0.00	446.98	0.00	653.63	0.00	0.00	0.00
520805 • Supplies & Meals Reimbursement	0.00	158.50	0.00	-60.30	0.00	0.00	0.00
520904 • Computer Install & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
522798 • Miscellaneous Expense	0.00	0.00	0.00	-52.52	0.00	0.00	0.00
Total Expense	<u>31,446.00</u>	<u>76,233.63</u>	<u>7,745.88</u>	<u>179,939.70</u>	<u>79,991.58</u>	<u>0.00</u>	<u>1,050.49</u>
Net Ordinary Income	4,554.00	11,074.20	0.00	34,448.29	10,508.40	0.00	2,112.11
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	4,145.67	10,054.15	9.07	24,688.38	10,421.75	364.20	0.00
Total Other Expense	<u>4,145.67</u>	<u>10,054.15</u>	<u>9.07</u>	<u>24,688.38</u>	<u>10,421.75</u>	<u>364.20</u>	<u>0.00</u>
Net Other Income	<u>-4,145.67</u>	<u>-10,054.15</u>	<u>-9.07</u>	<u>-24,688.38</u>	<u>-10,421.75</u>	<u>-364.20</u>	<u>0.00</u>
Net Income	<u>408.33</u>	<u>1,020.05</u>	<u>-9.07</u>	<u>9,759.91</u>	<u>86.65</u>	<u>-364.20</u>	<u>2,112.11</u>

Regional Government Services
Profit & Loss by Class
 July through December 2009

	<u>Total SBWMA</u>	<u>SFHA</u>	<u>Stars</u>	<u>TJPA</u>	<u>Twin Cities Police Authority</u>	<u>Vallejo</u>	<u>Vallejo Housing</u>
Ordinary Income/Expense							
Income							
440301 • Client Billings	3,162.60	637.50	0.00	0.00	7,213.75	33,850.40	11,325.00
440400 • LGS - Admin. Services	0.00	0.00	0.00	62,082.03	0.00	0.00	0.00
440410 • Client Administration Fees	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	79,033.00	0.00
Total Income	<u>3,162.60</u>	<u>637.50</u>	<u>0.00</u>	<u>62,082.03</u>	<u>7,213.75</u>	<u>112,883.40</u>	<u>11,325.00</u>
Expense							
511010 • Salaries - Regular	943.06	318.75	7,497.99	54,244.30	4,298.07	51,452.50	0.00
512002 • Medicare Employer Expense	13.68	4.62	110.41	796.27	62.33	738.66	0.00
512003 • Workers' Comp Exp clerical	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512004 • Employee Assistance Program	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512005 • Health Insurance Expense	0.00	0.00	432.96	0.00	0.00	0.00	0.00
512006 • Dental Insurance Expense	0.00	0.00	33.35	0.00	0.00	0.00	0.00
512007 • Vision Insurance Expense	0.00	0.00	6.51	0.00	0.00	0.00	0.00
512008 • Life Insurance Expense	0.00	0.00	26.17	0.00	0.00	0.00	0.00
512009 • Long Term Disability Expense	0.00	0.00	43.45	0.00	0.00	0.00	0.00
512010 • Stars 457 Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512011 • Stars 401A Expense	93.75	31.88	1,122.53	6,545.74	429.81	4,584.27	0.00
512012 • Calpers Retirement Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512014 • Short Term Disability Expense	0.00	0.00	28.81	0.00	0.00	0.00	0.00
512018 • FSA Health & Day Care Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520104 • Telephone/Internet	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520105 • Cell Phones	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520107 • ADP Payroll Fees	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520201 • Office Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520202 • Bank Fees & Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520204 • Printing & Postage	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520301 • Audit Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520302 • Legal Services	0.00	0.00	1,312.50	495.72	0.00	0.00	0.00
520314 • Administrative 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	58,750.42	0.00
520501 • Professional Dues & Membership	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520503 • Conferences & Meetings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520504 • Publications	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520701 • General Liability Insurance Exp	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520750 • Interest Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520801 • Mileage Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520803 • Travel Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520805 • Supplies & Meals Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520904 • Computer Install & Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00
522798 • Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	<u>1,050.49</u>	<u>355.25</u>	<u>10,614.68</u>	<u>62,082.03</u>	<u>4,790.21</u>	<u>115,525.85</u>	<u>0.00</u>
Net Ordinary Income	2,112.11	282.25	-10,614.68	0.00	2,423.54	-2,642.45	11,325.00
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	364.20	73.41	0.00	0.00	0.00	12,999.37	1,304.16
Total Other Expense	<u>364.20</u>	<u>73.41</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>12,999.37</u>	<u>1,304.16</u>
Net Other Income	<u>-364.20</u>	<u>-73.41</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>-12,999.37</u>	<u>-1,304.16</u>
Net Income	<u>1,747.91</u>	<u>208.84</u>	<u>-10,614.68</u>	<u>0.00</u>	<u>2,423.54</u>	<u>-15,641.82</u>	<u>10,020.84</u>

Regional Government Services
Profit & Loss by Class
July through December 2009

	<u>Vallejo Water</u>	<u>VCTC1</u>	<u>VCTC2</u>	<u>Yountville</u>	<u>TOTAL</u>
Ordinary Income/Expense					
Income					
440301 • Client Billings	24,480.00	7,725.00	12,775.00	65,350.50	1,281,014.29
440400 • LGS - Admin. Services	0.00	0.00	0.00	0.00	212,200.00
440410 • Client Administration Fees	0.00	0.00	0.00	0.00	-42,882.04
480000 • Miscellaneous Income	0.00	0.00	278.28	0.00	90,501.00
Total Income	<u>24,480.00</u>	<u>7,725.00</u>	<u>13,053.28</u>	<u>65,350.50</u>	<u>1,540,833.25</u>
Expense					
511010 • Salaries - Regular	0.00	5,080.16	10,703.50	52,181.25	1,030,795.35
512002 • Medicare Employer Expense	0.00	73.66	150.00	756.65	15,041.37
512003 • Workers' Comp Exp clerical	0.00	0.00	0.00	0.00	22,222.38
512004 • Employee Assistance Program	0.00	0.00	0.00	0.00	1,500.00
512005 • Health Insurance Expense	0.00	0.00	0.00	0.00	11,228.03
512006 • Dental Insurance Expense	0.00	0.00	0.00	0.00	3,060.48
512007 • Vision Insurance Expense	0.00	0.00	0.00	0.00	942.59
512008 • Life Insurance Expense	0.00	0.00	0.00	0.00	1,917.01
512009 • Long Term Disability Expense	0.00	0.00	0.00	0.00	2,826.90
512010 • Stars 457 Expense	0.00	0.00	0.00	0.00	-0.02
512011 • Stars 401A Expense	0.00	558.77	803.10	5,218.15	106,641.48
512012 • Calpers Retirement Expense	0.00	0.00	0.00	0.00	-4,005.87
512014 • Short Term Disability Expense	0.00	0.00	0.00	0.00	2,600.63
512018 • FSA Health & Day Care Expense	0.00	0.00	0.00	0.00	187.67
520104 • Telephone/Internet	0.00	0.00	0.00	0.00	1,081.35
520105 • Cell Phones	0.00	0.00	0.00	0.00	1,090.99
520107 • ADP Payroll Fees	0.00	0.00	0.00	0.00	5,238.70
520201 • Office Supplies	0.00	0.00	0.00	0.00	128.84
520202 • Bank Fees & Services	0.00	0.00	0.00	0.00	2,699.86
520204 • Printing & Postage	0.00	43.96	0.00	0.00	525.24
520301 • Audit Services	0.00	0.00	0.00	0.00	850.00
520302 • Legal Services	0.00	0.00	0.00	159.00	8,962.19
520314 • Administrative Services	0.00	0.00	0.00	0.00	1,522.50
520320 • Professional Services	0.00	0.00	0.00	0.00	109,928.87
520501 • Professional Dues & Membership	0.00	0.00	0.00	0.00	160.00
520503 • Conferences & Meetings	0.00	0.00	0.00	0.00	15,706.16
520504 • Publications	0.00	0.00	0.00	0.00	122.47
520701 • General Liability Insurance Exp	0.00	0.00	0.00	0.00	26,857.62
520750 • Interest Expense	0.00	0.00	0.00	0.00	8.16
520801 • Mileage Reimbursement	0.00	0.00	47.52	0.00	9,306.78
520803 • Travel Reimbursement	0.00	0.00	47.52	0.00	16,379.14
520805 • Supplies & Meals Reimbursement	0.00	0.00	0.00	0.00	1,648.10
520904 • Computer Install & Maintenance	0.00	0.00	0.00	0.00	6,699.34
522798 • Miscellaneous Expense	0.00	0.00	0.00	0.00	-52.51
Total Expense	<u>0.00</u>	<u>5,756.55</u>	<u>11,751.64</u>	<u>58,315.05</u>	<u>1,403,821.80</u>
Net Ordinary Income	24,480.00	1,968.45	1,301.64	7,035.45	137,011.45
Other Income/Expense					
Other Expense					
529997 • Unallocated Admin. Svcs - RGS	0.00	0.00	0.00	0.00	-151,163.39
529999 • Allocated Unbillable Expenses	2,819.06	889.59	1,503.18	7,525.60	151,163.39
Total Other Expense	<u>2,819.06</u>	<u>889.59</u>	<u>1,503.18</u>	<u>7,525.60</u>	<u>0.00</u>
Net Other Income	<u>-2,819.06</u>	<u>-889.59</u>	<u>-1,503.18</u>	<u>-7,525.60</u>	<u>0.00</u>
Net Income	<u>21,660.94</u>	<u>1,078.86</u>	<u>-201.54</u>	<u>-490.15</u>	<u>137,011.45</u>

Regional Government Services
Balance Sheet
As of December 31, 2009

	<u>Dec 31, 09</u>
ASSETS	
Current Assets	
Checking/Savings	
110010 · Wells Fargo - Cash	3,649.01
110030 · LAIF Account	801,918.36
110040 · CalTRUST	759,721.33
Total Checking/Savings	<u>1,565,288.70</u>
Accounts Receivable	
131130 · Accounts Receivable	315,505.27
131345 · Accounts Receivable - LGS	49,623.47
Total Accounts Receivable	<u>365,128.74</u>
Other Current Assets	
120010 · Prepaid Insurance	49,509.00
131131 · Accounts Receivable - Misc	2,693.64
Total Other Current Assets	<u>52,202.64</u>
Total Current Assets	<u>1,982,620.08</u>
TOTAL ASSETS	<u><u>1,982,620.08</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
220010 · Accounts Payable	3,054.19
Total Accounts Payable	<u>3,054.19</u>
Other Current Liabilities	
214060 · Due to LGS	1,352,927.89
220012 · Accounts Payable - Misc.	4,968.94
221003 · 457/401A Retirement Liab	14,490.65
221016 · Long Term Disability Liability	-476.59
221017 · Short Term Disability Liability	-473.29
221023 · Dental Insurance Liability	-538.34
221024 · Vision Insurance Liability	25.36
221025 · Life Insurance/ AD&D Liability	-308.40
230060 · Accrued Salaries, Wages & Taxes	71,879.25
240010 · Deferred Revenue	206,144.13
240011 · Refundable Deposits	20,000.00
250001 · Accrued Vacation, Sick, Admin	114,181.21
Total Other Current Liabilities	<u>1,782,820.81</u>
Total Current Liabilities	<u>1,785,875.00</u>
Total Liabilities	1,785,875.00
Equity	
370000 · Fund Bal Unreserved/Unrestrictd	114,297.13
3900 · Retained Earnings	-54,563.50
Net Income	137,011.45
Total Equity	<u>196,745.08</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,982,620.08</u></u>



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

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TO: EXECUTIVE COMMITTEE **EC Meeting: 2-11-10**
FROM: RICHARD H. AVERETT, CFO/Treasurer **Item: 4B**
SUBJECT: PAYMENTS MADE IN NOVEMBER AND DECEMBER 2009

RECOMMENDATION

Review and approve expenditures made by the JPA for the months of November and December 2009.

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 investment pool. 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 November 30, 2009

Type	Date	Num	Name	Memo	Clr	Amount	Balance
110010 - Wells Fargo - Cash							26,476.66
Check	11/01/2009	1997	Vision Service Plan	Nov premiums	√	-181.53	26,295.13
Payment	11/02/2009	269597	San Rafael		√	466.81	26,761.94
Payment	11/02/2009	8193031	Consortium IV		√	67,938.00	94,699.94
Payment	11/02/2009	26982	VCTC1		√	3,400.00	98,099.94
Payment	11/02/2009	26982	VCTC2		√	1,900.00	99,999.94
Payment	11/02/2009	004990	Menlo Park FPD		√	21,289.00	121,288.94
Payment	11/03/2009	005023	Menlo Park US&R		√	10,050.00	131,338.94
Transfer	11/03/2009			Funds Transfer	√	-94,000.00	37,338.94
Transfer	11/03/2009			Funds Transfer	√	-123,000.00	-85,661.06
Check	11/03/2009	EFT	ADP Net Checks	10/31 Payroll	√	-63,893.48	-149,554.54
Check	11/03/2009	EFT	ADP FWH/SWH/MED	10/31 Payroll Taxes	√	-21,806.99	-171,361.53
Check	11/04/2009	EFT	LGS	ZBA transfer	√	-4,036.46	-175,397.99
Transfer	11/05/2009			Funds Transfer	√	235,000.00	59,602.01
Check	11/05/2009	EFT	LGS	ZBA transfer	√	-133,205.79	-73,603.78
Check	11/06/2009	1998	CalPERS	Nov premium H2009117563000	√	-1,639.12	-75,242.90
Deposit	11/06/2009			Deposit	√	14,228.76	-61,014.14
Check	11/06/2009	EFT	AIG Retirement	RGS 10/31 457 wire	√	-7,095.75	-68,109.89
Check	11/06/2009	EFT	AIG Retirement	RGS 10/31 401 wire	√	-9,553.04	-77,662.93
Check	11/06/2009	EFT	ADP Fees	RGS 10/31/09 ADP Fees	√	-18.00	-77,680.93
Check	11/06/2009	EFT	LGS	ZBA transfer	√	-9,237.67	-86,918.60
Check	11/06/2009	EFT	LGS	ZBA transfer	√	-10,932.99	-97,851.59
Payment	11/09/2009	003246	SBWMA		√	3,162.60	-94,688.99
Payment	11/09/2009	125902	Sausalito		√	15,083.33	-79,605.66
Deposit	11/09/2009			Deposit	√	116,000.00	36,394.34
Check	11/10/2009	EFT	ADP Fees	RGS 10/31/09 ADP Fees	√	-197.60	36,196.74
Deposit	11/13/2009			Deposit	√	4,500.00	40,696.74
Check	11/13/2009	EFT	LGS	ZBA transfer	√	-265.65	40,431.09
Payment	11/16/2009	5074	Menlo Park FPD		√	9,000.00	49,431.09
Transfer	11/16/2009			Funds Transfer	√	34,000.00	83,431.09
Check	11/17/2009	EFT	LGS	ZBA transfer	√	-44,268.15	39,162.94
Payment	11/18/2009	2000246485	MGSA		√	14,333.67	53,496.61
Deposit	11/18/2009			Deposit	√	110,000.00	163,496.61
Transfer	11/19/2009			Funds Transfer	√	89,000.00	252,496.61
Transfer	11/19/2009			Funds Transfer	√	89,000.00	341,496.61
Transfer	11/19/2009			Funds Transfer	√	-89,000.00	252,496.61
Check	11/19/2009	EFT	ADP Net Checks	11/15 Payroll	√	-61,714.42	190,782.19
Check	11/19/2009	EFT	ADP FWH/SWH/MED	10/31 Payroll Taxes	√	-20,795.05	169,987.14
Check	11/19/2009	EFT	LGS	ZBA transfer	√	-129,770.71	40,216.43
Payment	11/20/2009	270023	San Rafael		√	33,660.00	73,876.43

Regional Government Services
Account QuickReport
As of November 30, 2009

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Deposit	11/20/2009			Deposit	√	228.76	74,105.19
Deposit	11/20/2009			Deposit	√	8,043.50	82,148.69
Check	11/20/2009	EFT	Wells Fargo Bank	Service Charge	√	-289.06	81,859.63
Check	11/20/2009	EFT	AIG Retirement	RGS 11/15 401 wire	√	-9,075.01	72,784.62
Check	11/20/2009	EFT	AIG Retirement	RGS 11/15 457 wire	√	-6,569.50	66,215.12
Check	11/20/2009	EFT	ADP Fees	RGS 11/15/09 ADP Fees	√	-7.00	66,208.12
Check	11/20/2009	EFT	LGS	ZBA transfer	√	-9,309.82	56,898.30
Payment	11/23/2009	2000247565	Marin Transit District		√	12,137.60	69,035.90
Payment	11/23/2009	2000247564	Marin Transit District		√	16,454.00	85,489.90
Check	11/23/2009	2004	Allied Administrators	Dec premium	√	-710.50	84,779.40
Bill Pmt -Check	11/23/2009	2005	Brian Rowlett	bill #107	√	-350.00	84,429.40
Bill Pmt -Check	11/23/2009	2006	Claremont	Dec EAP Bill 20791	√	-250.00	84,179.40
Bill Pmt -Check	11/23/2009	2007	Covad	Nov 46304662 acct 542755	√	-202.17	83,977.23
Bill Pmt -Check	11/23/2009	2008	McGilloway, Ray, Brown & Kaufman		√	-8,055.61	75,921.62
Check	11/23/2009	2009	Jeff Rawles	Oct reimbursement	√	-375.12	75,546.50
Check	11/23/2009	2010	Richard Averett	Sep reimbursable expense	√	-201.00	75,345.50
Check	11/23/2009	2011	Michael Crechriou	Reimburse Oct Expenses per J/E of 11/23	√	-84.21	75,261.29
Check	11/23/2009	2012	Philomena Kipp	Oct Travel Expenses	√	-3,573.69	71,687.60
Check	11/23/2009	2013	Jennifer Bower	Oct reimbursement	√	-340.75	71,346.85
Check	11/23/2009	2014	Maureen Teater	Expenses 10/22-11/3	√	-618.87	70,727.98
Deposit	11/23/2009			Deposit	√	165,713.23	236,441.21
Check	11/23/2009	EFT	LGS	ZBA transfer	√	-18,051.41	218,389.80
Payment	11/24/2009	687815	Vallejo		√	23,651.00	242,040.80
Check	11/24/2009	2016	Elizabeth Lopez	Sep/Oct Mileage	√	-10.73	242,030.07
Check	11/24/2009	2017	Karen Roach	Oct Expenses	√	-3,281.98	238,748.09
Bill Pmt -Check	11/24/2009	2018	US Bank	Oct 6 statement	√	-646.22	238,101.87
Check	11/24/2009	2019	Leslie Loomis	Lodging 10/14-19	√	-186.82	237,915.05
Check	11/25/2009	2020	Reliance	Dec premiums	√	-1,259.41	236,655.64
Check	11/27/2009	EFT	ADP Fees	RGS 11/15/09 ADP Fees	√	-227.30	236,428.34
Check	11/27/2009	EFT	LGS	ZBA transfer	√	-235.95	236,192.39
Payment	11/30/2009	270188	San Rafael		√	3,562.24	239,754.63
Payment	11/30/2009	7003000106	MERA		√	6,000.00	245,754.63
Payment	11/30/2009	5170	Menlo Park FPD		√	10,530.00	256,284.63
Payment	11/30/2009	5201	Menlo Park US&R		√	10,600.00	266,884.63
Transfer	11/30/2009			Funds Transfer	√	-50,000.00	216,884.63
Check	11/30/2009	EFT	LGS	ZBA transfer	√	-7,940.10	208,944.53
Total 110010 - Wells Fargo - Cash						<u>182,467.87</u>	<u>208,944.53</u>
TOTAL						<u>182,467.87</u>	<u>208,944.53</u>

Regional Government Services
Account QuickReport
As of December 31, 2009

110010 - Wells Fargo - Cash

Type	Date	Num	Name	Memo	Clr	Amount	Balance
							208,944.53
Transfer	12/01/2009			Funds Transfer	√	-150,000.00	58,944.53
Check	12/01/2009	EFT	LGS	ZBA transfer	√	-27,342.05	31,602.48
Payment	12/03/2009	8213640	Consortium IV		√	69,321.50	100,923.98
Payment	12/03/2009	27062	VCTC1		√	1,500.00	102,423.98
Payment	12/03/2009	27062	VCTC2		√	3,525.00	105,948.98
Check	12/04/2009	2015	CalPERS	Nov premium H2009117563000	√	-1,076.37	104,872.61
Payment	12/04/2009	034009	Yountville		√	12,713.50	117,586.11
Transfer	12/04/2009			Funds Transfer	√	182,000.00	299,586.11
Check	12/04/2009	EFT	LGS	ZBA transfer	√	-135,163.38	164,422.73
Check	12/04/2009	EFT	ADP Net Checks	11/30 Payroll	√	-58,304.50	106,118.23
Check	12/04/2009	EFT	ADP FWH/SWH/MED	11/30 Payroll Taxes	√	-19,070.13	87,048.10
Check	12/04/2009	EFT	AIG Retirement	RGS 11/30 401 wire	√	-8,669.01	78,379.09
Check	12/04/2009	EFT	AIG Retirement	RGS 11/30 457 wire	√	-6,255.75	72,123.34
Check	12/07/2009	EFT	LGS	ZBA transfer	√	-9,207.54	62,915.80
Payment	12/08/2009	126138	Sausalito		√	15,083.33	77,999.13
Transfer	12/08/2009			Funds Transfer	√	-42,000.00	35,999.13
Payment	12/09/2009	2000250665	MGSA		√	14,333.67	50,332.80
Check	12/09/2009	EFT	LGS	ZBA transfer	√	-16,761.65	33,571.15
Bill Pmt -Check	12/10/2009	2021	Toconis		√	-11,112.31	22,458.84
Bill Pmt -Check	12/10/2009	2022	Toconis	Nov Invoice 4214 for 12/1 through 12/4 with discou	√	-2,382.13	20,076.71
Check	12/10/2009	2023	Richard Averett	Oct reimbursable expense	√	-219.00	19,857.71
Bill Pmt -Check	12/11/2009	2024	Flex-Plan Services, Inc.	Nov 30 Invoice 147354 for plan admin fees	√	-81.60	19,776.11
Bill Pmt -Check	12/11/2009	2025	Tiffany Buraglio	Nov 2-23 Services	√	-52.50	19,723.61
Check	12/11/2009	2026	Teresa Bryerton	reimburse Nov CalPERLA Conference	√	-300.00	19,423.61
Check	12/11/2009	2027	Karen Roach	Nov Expenses	√	-3,372.81	16,050.80
Check	12/11/2009	2028	Philomena Kipp	NovTravel Expenses	√	-3,500.00	12,550.80
Check	12/11/2009	2029	Jeff Rawles	Nov reimbursement	√	-446.98	12,103.82
Check	12/11/2009	2030	Michael Crechriou	Estimated Dec Expenses per J/E of 12/10	√	-740.70	11,363.12
Check	12/11/2009	2033	Michael Crechriou	Reimburse Nov Expenses per J/E of 11/30	√	-77.84	11,285.28
Check	12/11/2009	2031	Jennifer Bower	Nov reimbursement	√	-210.38	11,074.90
Check	12/11/2009	2032	Maureen Teater	Expenses 12/2-3	√	-318.84	10,756.06
Payment	12/11/2009	5271	Menlo Park FPD		√	8,025.00	18,781.06
Check	12/11/2009	EFT	LGS	ZBA transfer	√	-265.65	18,515.41
Check	12/11/2009	EFT	ADP Fees	RGS 11/30/09 ADP Fees	√	-197.60	18,317.81
Payment	12/15/2009	2000251889	MGSA		√	729.13	19,046.94
Payment	12/15/2009	49067	Twin Cities Police Authority		√	3,058.63	22,105.57
Deposit	12/15/2009			Deposit	√	512.50	22,618.07
Check	12/15/2009	EFT	LGS	ZBA transfer	√	-27,408.11	-4,790.04

Regional Government Services
Account QuickReport
As of December 31, 2009

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Payment	12/17/2009	34067	Yountville		√	9,940.50	5,150.46
Transfer	12/17/2009			Funds Transfer	√	6,000.00	11,150.46
Deposit	12/18/2009			Deposit	√	14,316.10	25,466.56
Payment	12/21/2009	2000253030	Marin Transit District		√	16,454.00	41,920.56
Payment	12/21/2009	2000253026	Marin Transit District		√	2,836.80	44,757.36
Payment	12/21/2009	2000253027	Marin Transit District		√	3,443.20	48,200.56
Payment	12/21/2009	2000253028	Marin Transit District		√	2,877.60	51,078.16
Payment	12/21/2009	2000253029	Marin Transit District		√	170.32	51,248.48
Payment	12/21/2009	688555	Vallejo		√	4,215.00	55,463.48
Payment	12/21/2009	49139	Larkspur		√	4,345.00	59,808.48
Payment	12/21/2009	49139	Twin Cities Police Authority		√	2,770.08	62,578.56
Deposit	12/21/2009			Deposit	√	157,943.08	220,521.64
Deposit	12/21/2009			Deposit	√	2,413.05	222,934.69
Transfer	12/21/2009			Funds Transfer	√	240,000.00	462,934.69
Check	12/21/2009	EFT	LGS	ZBA transfer	√	-171,171.04	291,763.65
Check	12/21/2009	EFT	Wells Fargo Bank	Service Charge	√	-250.69	291,512.96
Check	12/21/2009	EFT	ADP Net Checks	12/15 Payroll	√	-69,255.59	222,257.37
Check	12/21/2009	EFT	ADP FWH/SWH/MED	12/15 Payroll Taxes	√	-27,321.53	194,935.84
Deposit	12/22/2009			Deposit	√	142,388.59	337,324.43
Transfer	12/22/2009			Funds Transfer	√	-151,000.00	186,324.43
Check	12/22/2009	EFT	LGS	ZBA transfer	√	-8,717.83	177,606.60
Check	12/22/2009	EFT	AIG Retirement	RGS 12/15 401 wire	√	-9,247.57	168,359.03
Check	12/22/2009	EFT	AIG Retirement	RGS 12/15 457 wire	√	-6,345.75	162,013.28
Check	12/23/2009	2034	Allied Administrators	Jan premium	√	-565.64	161,447.64
Check	12/23/2009	2035	Vision Service Plan	Dec premiums	√	-152.13	161,295.51
Bill Pmt -Check	12/23/2009	2036	Brian Crawford	Invoice 120809	√	-180.00	161,115.51
Bill Pmt -Check	12/23/2009	2037	Brian Rowlett	bill #108	√	-250.00	160,865.51
Bill Pmt -Check	12/23/2009	2038	Covad	Dec 46359074 acct 542755	√	-204.68	160,660.83
Bill Pmt -Check	12/23/2009	2039	McGilloway, Ray, Brown & Kaufman	Nov Inv.45268 LGS	√	-3,500.00	157,160.83
Bill Pmt -Check	12/23/2009	2040	McGilloway, Ray, Brown & Kaufman	Nov Inv.45269 RGS	√	-4,750.56	152,410.27
Check	12/23/2009	2041	Reliance	Jan premiums		-1,259.41	151,150.86
Transfer	12/23/2009			Funds Transfer	√	-134,000.00	17,150.86
Transfer	12/23/2009			Funds Transfer	√	-113,000.00	-95,849.14
Payment	12/28/2009	270803	San Rafael		√	27,660.00	-68,189.14
Payment	12/28/2009	7003000122	MERA		√	7,500.00	-60,689.14
Payment	12/28/2009	5376	Menlo Park US&R		√	10,200.00	-50,489.14
Bill Pmt -Check	12/28/2009	2042	Toconis	Dec Invoice 4222 for 12/7 through 12/12 with disc	√	-4,972.53	-55,461.67
Bill Pmt -Check	12/28/2009	2043	Claremont	Jan EAP Bill 20996		-250.00	-55,711.67
Check	12/28/2009	2044	Elizabeth Lopez	Nov Mileage		-3.78	-55,715.45

Regional Government Services
Account QuickReport
As of December 31, 2009

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Check	12/28/2009	2045	Kimpreet Puar	to reimburse bank wire fees (2 X 15)		-30.00	-55,745.45
Check	12/28/2009	2046	Amy Burch	mileage 12/15/09		-30.80	-55,776.25
Deposit	12/28/2009			Deposit	√	4,500.00	-51,276.25
Check	12/28/2009	EFT	LGS	ZBA transfer	√	-4,657.92	-55,934.17
Check	12/28/2009	EFT	ADP Fees	RGS 12/15/09 ADP Fees	√	-234.30	-56,168.47
Bill Pmt -Check	12/29/2009	2048	US Bank	Nov 6 statement		-5,667.12	-61,835.59
Payment	12/30/2009	016130	Belvedere		√	26,532.01	-35,303.58
Check	12/30/2009	EFT	LGS	ZBA transfer	√	-27,993.96	-63,297.54
Bill Pmt -Check	12/31/2009	2069	Flex-Plan Services, Inc.	Dec 31 Invoice 149391 for plan admin fees		-88.00	-63,385.54
Bill Pmt -Check	12/31/2009	2070	Covad	Jan 46411998 acct 542755		-206.85	-63,592.39
Bill Pmt -Check	12/31/2009	2071	Mayer Hoffman McCann P.C.	28479 Final Pmt 08 Audit-RGS Part		-475.00	-64,067.39
Bill Pmt -Check	12/31/2009	2073	Mayer Hoffman McCann P.C.	28477 Final Pmt 08 Audit-LGS Part		-575.00	-64,642.39
Payment	12/31/2009	8231332	Consortium IV		√	68,291.13	3,648.74
General Journal	12/31/2009	Bank Rec		To correct for deposit error on 12/31/09	√	0.27	3,649.01
Total 110010 - Wells Fargo - Cash						<u>-205,295.52</u>	<u>3,649.01</u>
TOTAL						<u>-205,295.52</u>	<u>3,649.01</u>



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

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

EC Meeting: 2-11-10
Item: 4C

RECOMMENDATION

Review and accept JPA investments made in December 2009 and January 2010.

BACKGROUND

The JPA Board of Directors approved an updated investment policy June 10, 2009, enabling the agency to invest in four vehicles: 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, and investments in CalTrust began in late-January 2009. Investment activity for the current quarter is shown in the attached table and chart.

FISCAL IMPACT

The impact of JPA LAIF and CalTrust investment activity this period is projected to yield approximately \$1,200 per month. Budgeted investment earnings are \$1,375 per month. Fiscal year 2010 earnings are expected to end the year about \$2,500 to \$3,000 below the budgeted amount of \$16,500 primarily because of declining interest earnings, partially offset by positive cash flow and close management of cash. We are also continuing to invest the maximum cash available, by leaving only the minimum checking account balances needed to cover obligations.

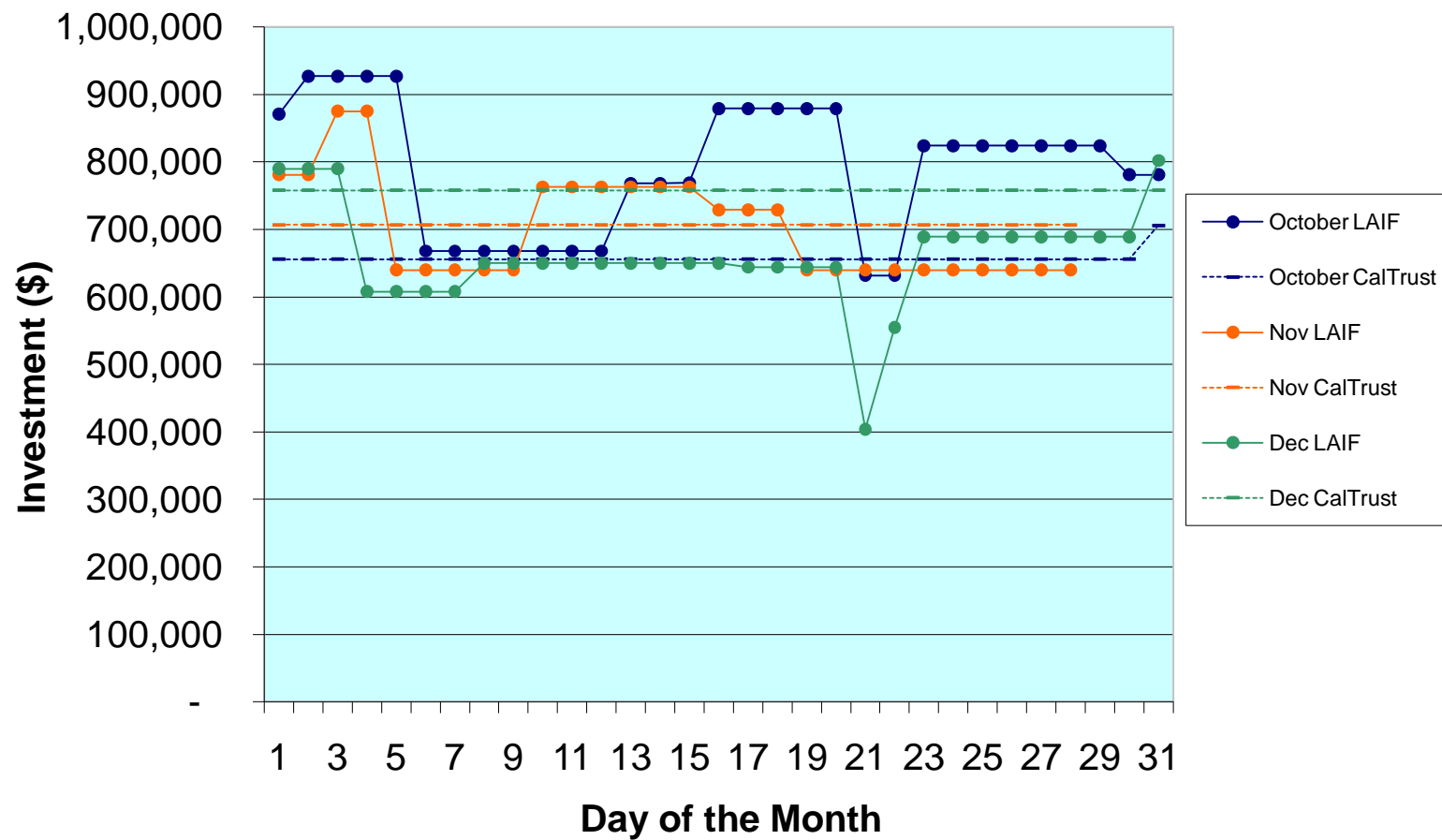
Interest rate declines are moderating, and no appreciable increase is foreseen on the near-term. CalTrust medium term investments are currently yielding 80 to 90 basis points more than LAIF. Staff had planned to shift, over the next one to three quarters, most of the funds in Caltrust to insured certificates of deposit in order to minimize risks that rising rates may create a negative return in Caltrust and to realize higher returns with twelve-month CDs. However, the concern about rising rates has diminished and the only banks willing to comply with CA Code CD collateralization requirements are paying less than half the current LAIF rate of 54 basis points.

The near-term strategy is to increase Caltrust medium term investments and continue researching safe alternative investment vehicles. The Board of Directors annually reviews the investment policy at their June meetings. Staff anticipates recommending an amendment to the policy allowing investment in Federal Treasures and Agency Notes. These notes can be for up to five years maturity in accordance with CA Code, and are currently yielding five to seven times LAIF's current yield.

INVESTMENT REPORT FY2010

<u>Date</u>	<u>Dp or W/d</u>	<u>OCTOBER</u>			<u>Dp or W/d</u>	<u>NOVEMBER</u>			<u>Dp or W/d</u>	<u>DECEMBER</u>		
		<u>CalTrust</u>	<u>LAIF</u>	<u>Combined</u>		<u>CalTrust</u>	<u>LAIF</u>	<u>Combined</u>		<u>CalTrust</u>	<u>LAIF</u>	<u>Combined</u>
1		655,878	870,915	1,526,794		706,715	780,918	1,487,633	150,000	757,602	789,918	1,547,520
2	56,000	655,878	926,915	1,582,794		706,715	780,918	1,487,633		757,602	789,918	1,547,520
3		655,878	926,915	1,582,794	94,000	706,715	874,918	1,581,633		757,602	789,918	1,547,520
4		655,878	926,915	1,582,794		706,715	874,918	1,581,633	(182,000)	757,602	607,918	1,365,520
5		655,878	926,915	1,582,794	(235,000)	706,715	639,918	1,346,633		757,602	607,918	1,365,520
6	(259,000)	655,878	667,915	1,323,794		706,715	639,918	1,346,633		757,602	607,918	1,365,520
7		655,878	667,915	1,323,794		706,715	639,918	1,346,633		757,602	607,918	1,365,520
8		655,878	667,915	1,323,794		706,715	639,918	1,346,633	42,000	757,602	649,918	1,407,520
9		655,878	667,915	1,323,794		706,715	639,918	1,346,633		757,602	649,918	1,407,520
10		655,878	667,915	1,323,794	123,000	706,715	762,918	1,469,633		757,602	649,918	1,407,520
11		655,878	667,915	1,323,794		706,715	762,918	1,469,633		757,602	649,918	1,407,520
12		655,878	667,915	1,323,794		706,715	762,918	1,469,633		757,602	649,918	1,407,520
13	100,000	655,878	767,915	1,423,794		706,715	762,918	1,469,633		757,602	649,918	1,407,520
14		655,878	767,915	1,423,794		706,715	762,918	1,469,633		757,602	649,918	1,407,520
15	1,003	655,878	768,918	1,424,797		706,715	762,918	1,469,633		757,602	649,918	1,407,520
16	110,000	655,878	878,918	1,534,797	(34,000)	706,715	728,918	1,435,633		757,602	649,918	1,407,520
17		655,878	878,918	1,534,797		706,715	728,918	1,435,633	(6,000)	757,602	643,918	1,401,520
18		655,878	878,918	1,534,797		706,715	728,918	1,435,633		757,602	643,918	1,401,520
19		655,878	878,918	1,534,797	(89,000)	706,715	639,918	1,346,633		757,602	643,918	1,401,520
20		655,878	878,918	1,534,797		706,715	639,918	1,346,633		757,602	643,918	1,401,520
21	(247,000)	655,878	631,918	1,287,797		706,715	639,918	1,346,633	(240,000)	757,602	403,918	1,161,520
22		655,878	631,918	1,287,797		706,715	639,918	1,346,633	151,000	757,602	554,918	1,312,520
23	192,000	655,878	823,918	1,479,797		706,715	639,918	1,346,633	134,000	757,602	688,918	1,446,520
24		655,878	823,918	1,479,797		706,715	639,918	1,346,633		757,602	688,918	1,446,520
25		655,878	823,918	1,479,797		706,715	639,918	1,346,633		757,602	688,918	1,446,520
26		655,878	823,918	1,479,797		706,715	639,918	1,346,633		757,602	688,918	1,446,520
27		655,878	823,918	1,479,797		706,715	639,918	1,346,633		757,602	688,918	1,446,520
28		655,878	823,918	1,479,797		706,715	639,918	1,346,633		757,602	688,918	1,446,520
29		655,878	823,918	1,479,797		706,715	639,918	1,346,633		757,602	688,918	1,446,520
30	(43,000)	655,878	780,918	1,436,797	50,000	756,715	639,918	1,396,633		757,602	688,918	1,446,520
31	50,000	705,878	780,918	1,486,797					113,000	757,602	801,918	1,559,520
	<u>BUDGETED EARNINGS</u>	<u>Proj'd CT mo. Int.</u>	<u>Proj'd LAIF mo. Int.</u>	<u>CUMULATIVE Budget/Proj'd</u>	<u>BUDGETED EARNINGS</u>	<u>Proj'd CT mo. Int.</u>	<u>Proj'd LAIF mo. Int.</u>	<u>CUMULATIVE Budget/Proj'd</u>	<u>BUDGETED EARNINGS</u>	<u>Proj'd CT mo. Int.</u>	<u>Proj'd LAIF mo. Int.</u>	<u>CUMULATIVE Budget/Proj'd</u>
Budget	\$1,375			\$5,500	\$1,375			\$6,875	\$1,375			\$8,250
Projected		\$837	\$436	\$4,420		886.97	356.57	\$5,663		894.78	325.13	\$6,883

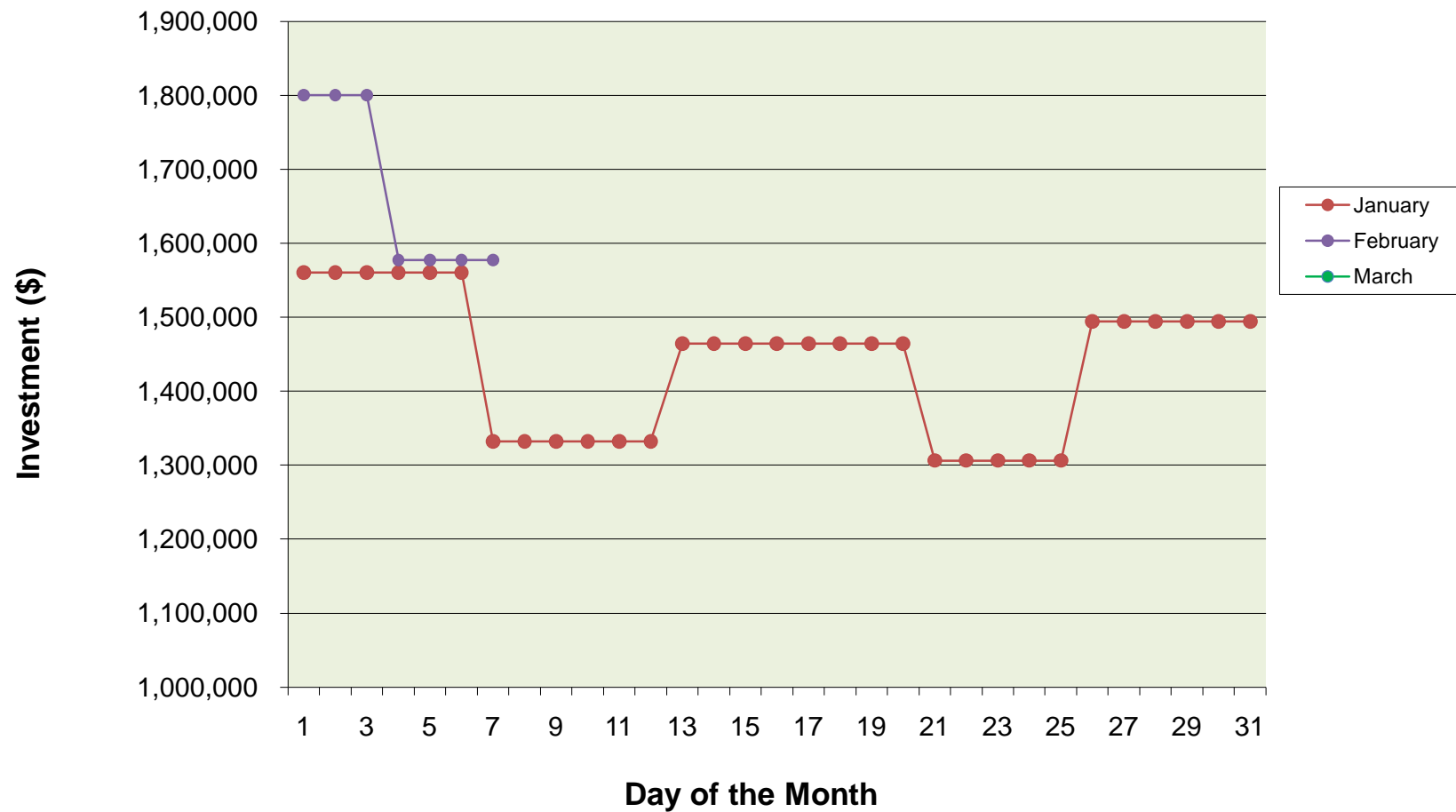
Cal Trust and LAIF INVESTMENTS



INVESTMENT REPORT FY2010

<u>Date</u>	<u>CDs</u>	<u>JANUARY</u>			<u>CDs</u>	<u>FEBRUARY</u>			<u>CDs</u>	<u>MARCH</u>		
		<u>CalTrust</u>	<u>LAIF</u>	<u>Combined</u>		<u>CalTrust</u>	<u>LAIF</u>	<u>Combined</u>		<u>CalTrust</u>	<u>LAIF</u>	<u>Combined</u>
1	-	758,497	801,918	1,560,415		759,407	1,040,918	1,800,325				-
2	-	758,497	801,918	1,560,415		759,407	1,040,918	1,800,325				-
3	-	758,497	801,918	1,560,415		759,407	1,040,918	1,800,325				-
4	-	758,497	801,918	1,560,415		759,407	817,918	1,577,325				-
5	-	758,497	801,918	1,560,415		759,407	817,918	1,577,325				-
6	-	758,497	801,918	1,560,415		759,407	817,918	1,577,325				-
7	-	758,497	573,918	1,332,415		759,407	817,918	1,577,325				-
8	-	758,497	573,918	1,332,415								-
9	-	758,497	573,918	1,332,415								-
10	-	758,497	573,918	1,332,415								-
11	-	758,497	573,918	1,332,415								-
12	-	758,497	573,918	1,332,415								-
13	-	758,497	705,918	1,464,415								-
14	-	758,497	705,918	1,464,415								-
15	-	758,497	705,918	1,464,415								-
16	-	758,497	705,918	1,464,415								-
17	-	758,497	705,918	1,464,415								-
18	-	758,497	705,918	1,464,415								-
19	-	758,497	705,918	1,464,415								-
20	-	758,497	705,918	1,464,415								-
21	-	758,497	547,918	1,306,415								-
22	-	758,497	547,918	1,306,415								-
23	-	758,497	547,918	1,306,415								-
24	-	758,497	547,918	1,306,415								-
25	-	758,497	547,918	1,306,415								-
26	-	758,497	735,918	1,494,415								-
27	-	758,497	735,918	1,494,415								-
28	-	758,497	735,918	1,494,415								-
29	-	758,497	735,918	1,494,415								-
30	-	758,497	735,918	1,494,415								-
31	-	758,497	735,918	1,494,415								-
	<u>BUDGETED EARNINGS</u>	<u>Proj'd CT mo. Int.</u>	<u>Proj'd LAIF mo. Int.</u>	<u>CUMULATIVE Budget/Proj'd</u>	<u>BUDGETED EARNINGS</u>	<u>Proj'd CT mo. Int.</u>	<u>Proj'd LAIF mo. Int.</u>	<u>CUMULATIVE Budget/Proj'd</u>	<u>BUDGETED EARNINGS</u>	<u>Proj'd CT mo. Int.</u>	<u>Proj'd LAIF mo. Int.</u>	<u>CUMULATIVE Budget/Proj'd</u>
Budget	\$1,375			\$9,625	\$1,375			\$11,000	\$1,375			\$12,375
Est. Earn.		\$910	\$325	\$8,118	\$0	810.46	353.56	\$9,282				\$9,282

COMBINED INVESTMENTS





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TO: EXECUTIVE COMMITTEE
FROM: RICHARD H. AVERETT, Executive Director/CFO
SUBJECT: FINANCIAL RESERVES DESIGNATION POLICY

EC Meeting: 2-11-10
Item: 4D

RECOMMENDATION

Approve a Financial Reserves Policy that designates fifty percent of current cumulative retained earnings for a reserve amount until that amount equals fifty percent of the agency's annual budget.

BACKGROUND

The Board of Directors and the Executive Committee have both expressed interest in establishing a prudent reserve for contingencies. The Agency has coverage for Workers' Compensation and General Liability through the California Joint Powers Insurance Authority, as well as Crime and Errors and Omission insurance through CJPIA sub-programs. Reserves would enable the Agency to pay deductibles and other claims expenses not covered by the Agency's policies without disrupting cash needs for normal operations. A reserve could also better enable the agency to smoothly transition to significant and rapid increases or decreases in client workload, and for use as an opportunity fund enabling the agency to take advantage of unique circumstances that have a high likelihood of resulting in increased reimbursement revenue.

The JPAs are unique public sector providers of staffing and consulting services to public agencies, many with defined benefit pension plans. Considerable time and effort has been expended over the last nine years to establish the platform, client and employee contracts and operating procedures necessary to minimize risks. However, it still is prudent that the Agency establish a reserve amount that is sufficient to meet the three objects noted above: adverse risks, business risks and business opportunities. Long term, a reserve amount equaling fifty percent of the Agency's annual budget should be sufficient. LGS's FY2010 budget is \$5.5 million and RGS's current budget is \$2.5 million. Therefore, long-term target reserves would be roughly \$2.8 million and \$1.3 million. Cumulative retained earnings of the agency are now sufficient to begin funding the reserves by designating one-half of existing retained earnings, which are projected to be \$900,000 and \$300,000 respectively, by fiscal year end. Staff will annually present recommended amounts for each agency, for the year concluding, with the proposed next fiscal year budget. The designation will then appear on the Agency's audited financial statements.

FISCAL IMPACT

There is no adverse fiscal impact to the agency of approving the reserve policy to designate a portion of retained earnings as reserves for the purposes identified. At our independent auditor's recommendation, the reserve is a 'designation' of general funds and not a separation that requires establishing separate accounting treatment. Reserve funds will be comingled with all other assets for investment and custodial purposes.



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TO: EXECUTIVE COMMITTEE
FROM: RICHARD H. AVERETT, Executive Director
SUBJECT: **POTENTIAL JPA MEMBER AGENCIES**

EC Meeting: 2-11-10
Item: 6A

At the October 20, 2009 Executive Committee meeting, the Members asked the Executive Director to compile a list of agencies that might be interested in becoming members of the JPA. The Committee discussed reviewing the list at a future meeting in order to identify those agencies that might be interested in joining the JPAs. Additional members would broaden the JPA's governing structure both in number and geographic diversity, while continuing focus on serving the operational needs of local government agencies. The Committee discussed following up with potential members as to their interest in joining. Below is a preliminary list that can be used as a worksheet for discussion.

Agency	Contact	Contract	
County of Marin	Matthew Hymel, County Administrator	Mona Miyasato, Chief Asst County Administrator	
City of San Rafael	Ken Nordhoff, City Manager	Jim Schutz, Asst City Manager	
City of Albany	Beth Pollard, City Administrator		
Town of San Anselmo	Debbie Stutsman, Town Manager		
Town of Yountville	Steve Rogers, Town Manager		
City of Mission Viejo		Irwin Bornstein, Asst City Mgr/Dir. of Admin. Services	RHA: mild interest
City of Pleasanton	Nelson Fialho, City Manager		

**Regional Government Services
Position Allocation Chart**

Contracting Organization RGS employee, FTE, and Position Title	Employee Name	RGS/LGS RGS	TAM RGS	TJPA RGS	Marin JPAs RGS	Belvedere RGS	C-IV RGS	MPFPD RGS	San Rafael RGS	Sausalito RGS	Yountvill e RGS	Marin Transit RGS	Stockton RGS	Twin Cities RGS	Small Projects RGS	Total FTE	Total Position count
Administrative Assistant	Dawn Vierra	0.20														0.20	1.00
Administrative Services Director	Charlie Francis									0.80						0.80	1.00
Associate Project Delivery Manager	Jit Pandher		1.00													1.00	1.00
Business Services Manager	JJ Nunes								1.00							1.00	1.00
Chief Financial Officer	Fred Clarke			0.70												0.70	1.00
Communications Specialist	Sharon Olson													0.50		0.50	1.00
Community Mobility Manager	Paul Branson											1.00				1.00	1.00
Director of Human Resources/HR Consultant	Jennifer Bower	0.50													0.10	0.60	2.00
Emergency Services Coordinator	Angela Del Ponte								1.00							1.00	1.00
Engineering Project Manager	Robert Branz					0.75										0.75	1.00
Executive Director - MGSA	Paul Berlant				0.50											0.50	1.00
Exec Ofcr, MERA	Maureen Cassingham				0.25											0.25	1.00
Executive Director/CFO	Richard Averett	1.00														1.00	1.00
Human Resources Consultant	Teresa Bryerton														0.25	0.25	1.00
Human Resources Consultant	Rich Oppenheim														0.10	0.10	1.00
Human Resources Consultant	Sophia Selivanoff														0.05	0.05	1.00
Human Resources Consultant	Pamela Toconis														0.25	0.25	1.00
Human Resources Director/consultant	Leslie Loomis								1.00						0.10	1.10	2.00
Human Resources Manager	Maribeth Linhart							0.50								0.50	1.00
Interim Department Director	Gus Duran												1.00			1.00	1.00
Parks and Recreation Director	John De Lorenzo										0.50					0.50	1.00
Plan Checker	Gary Skubal							0.75								0.75	1.00
Program Manager, AVAP	Jeff Rawles				0.57											0.57	1.00
Technical Site/Prep Coordinator	Michael Crechriou						1.00									1.00	1.00
Training Coordinator	Maureen Teater						1.00									1.00	1.00
Training Coordinator	Karen Roach						1.00									1.00	1.00
Training Coordinator	Cookie Kipp						1.00									1.00	1.00
Transportation Planner	Aviva Laurenti											1.00				1.00	1.00
Urban Search & Rescue Coordinator	Brian Kelly							0.75								0.75	1.00
Total RGS FTE by Client		1.70	1.00	0.70	1.32	0.75	4.00	2.00	3.00	0.80	0.50	2.00	1.00	0.50	0.85	20.12	31.00
Total RGS Positions by Client		3	1	1	3	1	4	3	3	1	1	2	1	1	6	29	
Legend	<div> <div>Yellow: Pending</div> <div>Pink: Pending separation from employment</div> <div>Green: FTE counts/totals</div> <div>Potential Clients (In discussion): Southern Marin Sanitation District, SMART, MEA</div> </div> <div> <div>New clients (under small projects)</div> <div>Clients/</div> <div>Tangerine Position counts/totals</div> </div>																



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TO: EXECUTIVE COMMITTEE **EC Meeting: 2-11-10**
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 9:30 a.m. with the exception of the annual Budget Review and Adoption meeting, which will be conducted in person, on June 10 starting at 10 a.m.

Date	EXEC COMM	BOD	Special Topic	Location	Notes
February 11 (Thursday)	Yes			teleconference	
March 11 (Thursday)	Yes			teleconference	recommend cancelling
April 8 (Thursday)	Yes			teleconference	
May 13 (Thursday)	Yes			teleconference	
June 10 (Thursday)	Yes		Election of Officers, FY11 Budget, Investment Policy, Rules & Regs	TBD	
July 8 (Thursday)	Yes			teleconference	
August 12 (Thursday)	Yes			teleconference	
September 9 (Thursday)	Yes			teleconference	
October 14 (Thursday)	Yes			teleconference	
November 11 (Thursday) Holiday	Yes			teleconference	
December 9 (Thursday)	Yes			teleconference	
January 13 (Thursday)	Yes			teleconference	