



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
August 12, 2010
4:15 p.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 City Hall, City Manager's Office
400 Magnolia Avenue, Larkspur, CA 94939
San Rafael City Hall, City Manager's Office, Room 203
1400 Fifth Avenue, San Rafael, CA 94901
Yountville Town Hall, Town Manager's Office
6550 Yount Street, Yountville, CA 94599

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 **June 10, 2010** Minutes
- B. Approval of management services agreement with the City of Calistoga
- C. Approval of management services agreement with the City of Vallejo
- D. Approval of management services agreement with Silicon Valley Reg. Interop. Auth.

Action
Action
Action
Action

4. TREASURER'S REPORT

- A. Review of Month-End Financial Reports through June 2010
- B. Approval of Payments and Deposits made May and June 2010
- C. Approval of Investments Report through July 2010

Information
Action
Action

5. OLD BUSINESS

- A. STARS Update

Information

6. NEW BUSINESS

- A. Update on Clients and Prospective Members
- B. Regularly Scheduled Meetings Calendar

Discussion
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: **September 9th or October 14th 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**

The Regional Government Services Joint Powers Authority held a regular committee meeting by teleconference on **June 10, 2010** at Cavallo Point, The Lodge at the Golden Gate, 601 Murray Circle, Suite 2404, Fort Baker, Sausalito, CA 94965. The meeting was called to order at **1:04 p.m.**

1. CALL TO ORDER

Members Present: Mike Garvey, RGS Chair Members Absent: none
Henry Gardner, Member
Ken Nordhoff, Member
Dan Schwarz, Member
Other Attendees: Richard Averett, RGS Executive Director/CFO
Jennifer Bower, RGS Human Resources Director

A. Selection and Approval of Executive Committee Officers.

ACTION: **M/S Gardner/Schwarz** to nominate and approve Mike Garvey as Chair and Ken Nordhoff as Vice Chair.

AYES: Chair Garvey, Member Nordhoff, Member Gardner, Member Schwarz

NOES: None

ABSTAIN: None

2. CHANGES TO THE ORDER OF AGENDA - None

3. APPROVAL OF CONSENT AGENDA

Item 3 B was removed from the Consent Agenda to be voted on separately.

A. Approval of **April 15, 2010** Minutes; C. Approval of agreement with SMART; and D. Approval of agreement with Ventura County Health Services.

ACTION: **M/S Gardner/Nordhoff** to approve Consent Agenda items A, C and D as presented.

AYES: Chair Garvey, Vice-Chair Nordhoff, Member Gardner, Member Schwarz

NOES: None

ABSTAIN: None

B. Approval of management services agreement with the City of Rohnert Park

ACTION: **M/S Gardner/Nordhoff** to approve the management services agreement with the City of Rohnert Park as presented.

AYES: Chair Garvey, Vice-Chair Nordhoff, Member Gardner

NOES: None

ABSTAIN: Member Schwarz

4. TREASURER'S REPORT

The Chair asked that future agenda packets be streamlined for printing by referencing duplication on RGS agenda, where appropriate.

A. Review of month-end financial reports through April 2010. Presented by Executive Director and discussed by Executive Committee.

B. Approval of Payments and Deposits made March and April 2010.

ACTION: **M/S Nordhoff/Gardner** to approve the payments and deposits as presented.

AYES: Chair Garvey, Vice-Chair Nordhoff, Member Gardner, Member Schwarz

NOES: None

ABSTAIN: None

C. Approval of Investments Report through May 2010.

ACTION: **M/S Nordhoff/Gardner** to approve the investments report as presented.

AYES: Chair Garvey, Vice-Chair Nordhoff, Member Gardner, Member Schwarz

NOES: None

ABSTAIN: None

D. Approval of Audit for Fiscal Year 2009 with SAS 114 Letter.

ACTION: **M/S Schwarz/Gardner** to approve the Audit for Fiscal Year 2009 with SAS 114 Letter as presented.

AYES: Chair Garvey, Vice-Chair Nordhoff, Member Gardner, Member Schwarz

NOES: None

ABSTAIN: None

- E. Approval of 2011 Budget. Presented by the Executive Director and discussed by the Committee. The Committee expressed that additional client rate reductions be carefully considered in order to minimized the chance that rates would have to be increased at a future date. The Committee expressed a desire to include up to two additional BES scholarships for new Member Yountville, and requested that RGS make two additional ICMA conference registration available for Member agencies and provide up to \$1,000 per sponsored conference attendee for transportation and lodging. The Executive Director told the Committee that the proposed budget could incorporate these requests without amendment.

It was noted that Member Gardner had to leave the meeting at 1:42 p.m.

ACTION: **M/S Nordhoff/Schwarz** to approve the 2011 Budget

AYES: Chair Garvey, Vice-Chair Nordhoff, Member Schwarz

NOES: None

ABSTAIN: None

5. OLD BUSINESS

- A. STARS update. The Executive Director updated the Committee.

6. NEW BUSINESS

- A. Client and Prospective Client Update. The Executive Director noted the increasing number of clients and staff as summarized in the new report format accompanying the position listing. Potential new JPA members were discussed as well as follow-up contacts by Members and the Executive Director.

- B. Regularly Scheduled Meetings – The Members reviewed the scheduled upcoming meeting, discussed and expressed a desire to cancel the July 8th meeting if no subsequent business required a meeting, with the next scheduled meeting date August 12th, at 4:00 p.m. This item was for discussion only, and no action was taken.

- C. Approval of new JPA member agency, the Town of Yountville.

ACTION: **M/S Nordhoff/Schwarz** to approve the new JPA member agency.

AYES: Chair Garvey, Vice-Chair Nordhoff, Member Gardner, Member Schwarz

NOES: None

ABSTAIN: None

7. PUBLIC COMMENT – None

- 8. NEXT MEETING –** The July 8th meeting is cancelled if there are no items needing the Committee's attention. The next meeting would be August 12th, 2010 4:15 p.m. via teleconference.

- 9. ADJOURNED -** Meeting adjourned at 1:45 p.m.



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

EC Meeting: 8-12-10

Item: 3B

RECOMMENDATION

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

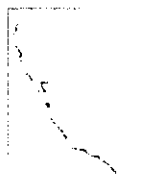
BACKGROUND

The Interim City Manager requested the JPAs provide Interim Human Resources Consulting services not to exceed the amount of \$2,500. Client services began last month, using existing RGS staffing.

The JPA's standard agreement form was used and JPA legal counsel has approved the agreement as to form. The agreements are 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.



REGIONAL GOVERNMENT SERVICES
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AGREEMENT FOR MANAGEMENT AND ADMINISTRATIVE SERVICES

This Agreement for Management Services ("Agreement") is made and entered into as of the 1st day of July, 2010, by and between the City of Calistoga, a municipal agency ("AGENCY"), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a "Party" and, collectively, the "Parties").

RECITALS

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

Section 3. Compensation. Payment under this Agreement shall be as provided in Exhibit A. However, in no event shall the amount City pays Consultant exceed twenty-five hundred dollars (\$2,500). Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment. Itemized billing statement shall be sent at least every month.

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

Section 5. Relationship of Parties.

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

assignment of personnel pursuant to Section 1.

- 5.2 RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by AGENCY. Key RGS staff who will provide services to the AGENCY are indicated in Exhibit A. The Executive Director will not reassign any of the staff indicated in Exhibit A without first consulting with the AGENCY. The Executive Director will consult with AGENCY on an as-needed basis to assure that the services to be performed are being provided in a professional manner and meet the objectives of AGENCY.
- 5.3 AGENCY shall not have the ability to direct how services are to be performed, specify the location where services are to be performed, or establish set hours or days for performance of services, except as set forth in Exhibit A.
- 5.4 AGENCY shall not have any right to discharge any employee of RGS from employment.
- 5.5 RGS shall, at its sole expense, supply for its employees providing services to AGENCY pursuant to this Agreement any and all benefits, such as worker's compensation, disability insurance, vacation pay, sick pay, or retirement benefits; obtain and maintain all licenses and permits usual or necessary for performing the services; pay any and all taxes incurred as a result of the employee(s) compensation, including estimated taxes, FICA and other employment taxes; and provide AGENCY with proof of payment of taxes on demand.

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

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

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

6.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

- 6.3.1** Any deductible or self-insured retention shall not exceed \$1,000 per claim.
- 6.3.2** An endorsement shall state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after 15 days' prior written notice has been given to the AGENCY.
- 6.3.3** The following provisions shall apply if the professional liability coverages are written on a claims-made form:
- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
 - b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
 - c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, RGS must provide extended reporting coverage for a minimum of 5 years after completion of the Agreement or the work. The AGENCY shall have the right to exercise, at RGS's sole cost and expense, any extended reporting provisions of the policy, if RGS cancels or does not renew the coverage.
 - d. A copy of the claim reporting requirements must be submitted to the AGENCY prior to the commencement of any work under this Agreement.

6.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

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

- Terminate this Agreement.

Section 7. Legal Requirements.

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

Section 8. Keeping and Status of Records.

- 8.1 **Records Created as Part of RGS's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that

RGS prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the AGENCY. RGS hereby agrees to deliver those documents to the AGENCY upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the AGENCY and are not necessarily suitable for any future or other use.

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

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

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

Section 8. Non-assignment. This Agreement is not assignable either in whole or in part without the written consent of the other party.

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

written agreement signed by both Parties.

Section 10. Validity The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

Section 11. Governing Law/Attorneys Fees. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in San Mateo County, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs of litigation.

Section 12. Entire Agreement. This Agreement, including Exhibit A, comprises the entire Agreement.

Section 13. 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 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 14. 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 Calistoga
1232 Washington Street
Calistoga, CA 94515

RGS: Regional Government Services Authority
P. O. Box 1350
Carmel Valley, CA 94061-93924

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: 7-2-2010, 2010 **AGENCY**

By: William C Norton
William C. Norton, Interim City Manager

APPROVED AS TO FORM:

DATED: 7/9, 2010 By: Michelle Marchetta Kenyon
Michelle Marchetta Kenyon, City Attorney

DATED: July 15, 2010 **REGIONAL GOVERNMENT SERVICES**

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

APPROVED AS TO FORM:

DATED: July 19, 2010 By: Sky Woodruff
Sky Woodruff, Authority Counsel

EXHIBIT A SCOPE OF SERVICES

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

- Perform Performance Evaluation counseling services.
- Perform other the functions as assigned.
- Be reasonably available to perform the services during the normal work week, as agreed upon.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
- Perform related work as required.

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

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

COMPENSATION

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

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

2. **Reimbursement of RGS's Administrative Cost.** The AGENCY shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs will be invoiced to the AGENCY when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days following the end of the

month for which services were provided and invoices are due and 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 AGENCY fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then the AGENCY agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 10 working days advance written notice.

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

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

RGS

C/O McGilloway & Ray Accounting and Consulting

2511 Garden Road, Suite A-180

Monterey, CA 93940-5381.

RGS STAFF

NAME	POSITION	HOURLY RATE
Sophia Selivanoff	Human Resources Consultant	\$80.00

The start date for the services to be performed is on or about July 8, 2010, and total cost is not-to-exceed \$2,500.



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 VALLEJO

EC Meeting: 8-12-10
Item: 3C

RECOMMENDATION

Approve authorizing the Executive Director to execute a Client Agreement with the City of Vallejo. This agreement is in addition to an existing agreement with the City of Vallejo.

BACKGROUND

The City of Vallejo requested the JPAs provide analytical, operational and policy support services related to assisting the Fire Department in evaluating and implementing additional revenue sources. The candidate for this position will begin as soon as insurance verification is received and the City of Vallejo approves the agreement.

Compensation for the Finance Consultant position is at an hourly rate of \$76.50 and all services will conclude by December 31, 2010.

The JPA's standard agreement form was used and the City of Vallejo made adjustments to the indemnity language. JPA legal counsel, as well as insurance pool staff, have reviewed and approved changes requested by the City of Vallejo. The final agreement is awaiting approval by the City of Vallejo. The draft agreement is included with the agenda packets posted to the JPA's website. Client services are expected to begin shortly.

FISCAL IMPACT

The hourly rate being charged the City of Vallejo is sufficient to pay all salary and benefit, insurance and administrative costs of the JPA. The agreement is for a not-to-exceed amount of \$10,000.

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this 20th day of July, 2010, by and between the City of Vallejo, a municipal corporation ("City"), and Regional Government Services Authority, a joint powers authority, hereinafter referred to as "Consultant", who agree as follows:

- 1. Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
- 2. Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.
- 3. Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 4. Indemnification.** Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, employees, agents, and volunteers and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent permitted by law, except to the extent the claim arises from the negligence or willful misconduct of the City, its officers, officials, employees, agents, and volunteers.

The provisions of this section shall survive the expiration or termination of this Agreement and are not limited by any provisions relating to insurance in this Agreement.

- 5. Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.
- 6. Accident Reports.** Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a)

the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City.

8. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

9. Licences, Permits, Etc. Consultant represents and warrants to City that all consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

10. Standard of Performance. Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant

shall be responsible to City for acts, errors, or omissions of Consultant's subcontractors.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred or, beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

11. Force Majeure. Neither party shall be considered in default of this Agreement to the extent performances are prevented or delayed by any cause by circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slow down or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall inform the City Representative of the additional time required to perform the work and the City Representative may adjust the schedule.

12. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

13. Personnel. Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any

workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

14. Consultant Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

15. Term. The term of this Agreement shall commence on the date of complete execution of this Agreement and shall continue in full force and effect until terminated by CITY pursuant to the terms of this Agreement.

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Consultant agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

16. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to immediately terminate or abandon any portion or all of the services to be provided under this Agreement by giving notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination.

In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

17. Products of Consulting Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed

calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite format as appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

18. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

19. Assignment and Subcontracting. Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

20. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

21. Non-Discrimination/Fair Employment Practices.

(a) Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

22. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:

Robert V. Stout
City of Vallejo
Finance Department
555 Santa Clara Street
Vallejo, CA 94590

If to Consultant:

Richard Averett
Executive Director
Regional Government Services Authority
P.O. Box 1350
Carmel Valley, CA 93924

Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

23. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

24. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

25. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

26. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

27. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

28. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

29. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

30. Compliance with Laws. Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

31. Confidentiality of City Information. During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it

will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of Consultant's scope of work , to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

32. News and Information Release. Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

33. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

34. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

35. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

36. Authority. The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

37. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments.

Exhibit B, entitled "Compensation," including any attachments.

Exhibit C, entitled "Insurance Requirements," including any attachments.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

REGIONAL GOVERNMENT SERVICES
AUTHORITY,
A municipal corporation

By: 
Richard H. Averett
Executive Director

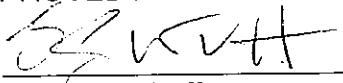
CITY OF VALLEJO,
A municipal corporation

By: _____
Robert F.D. Adams
Interim City Manager

DATE: 7/26/2010

DATE: _____

APPROVED AS TO FORM:

By: 
Sky Woodruff
RGS Counsel

ATTEST:

By: _____
Aileen Weddell, Interim City Clerk

APPROVED AS TO CONTENT:

Robert V. Stout
Finance Director

APPROVED AS TO INSURANCE
REQUIREMENTS:

Susan Mayer
Acting Finance Director/Risk Manager

APPROVED AS TO FORM:

Frederick G. Soley
City Attorney

EXHIBIT A

SCOPE OF WORK

1. Representatives.

The City Representative for this Agreement is:

Robert V. Stout
Finance Director
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

Telephone number: 707-648-4592
Facsimile number: 707-649-5406

The Consultant's Representative for this Agreement is:

Richard H. Averett
Executive Director
Regional Government Services Authority
P.O. Box 1350
Carmel Valley, CA 93924

Telephone number: 831-308-1508
Facsimile number: 831-308-1509

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Consultant Representative and City's Representative.

2. Services to be Provided.

Consultant shall provide City with the following services:

Provide as needed analytical, operational, and policy support services related to assisting the Fire Department in evaluating and implementing additional revenue sources, and other services and work tasks as assigned by the City Manager or his designee, including, but not limited to, planning, scheduling and coordination with City staff regarding staff reports, resolutions, and ordinances.

3. **Time for Performance.** Consultant will perform the services according to the schedule below. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative. Consultant will complete all services by December 31, 2010.

4. **Key Personnel.** All of the individuals identified below are necessary for the successful prosecution of the services due to their unique expertise and depth and breadth of experience. There shall be no change in the personnel listed below, without written approval of the City Representative. Consultant recognizes that the composition of this team was instrumental in the City's decision to award the work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for the City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this section shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

Key personnel are as follows: Sandra R. Sato

EXHIBIT B
COMPENSATION

1. Consultant's Compensation.

A. Services: City agrees to pay Consultant, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed Ten Thousand Dollars and 00 Cents (\$10,000.00).

Consultant shall notify City in writing no later than thirty (30) days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under this Agreement, and Consultant shall provide City with an estimate of the additional compensation required to complete the project.

B. Additional Services:

1. Additional services are those services related to the scope of Services of Consultant as set forth in Exhibit A but not anticipated at the time of execution of this Agreement ("Additional Services"). Additional Services shall be provided only when authorized by an amendment to this Agreement and approved by the City Manager, or his or her designee. City reserves the right to perform any Additional Services with its own staff or to retain other Consultants to perform said Additional Services. Any costs incurred due to the performance of Additional Services prior to the execution of an amendment will not be reimbursed under this Agreement or an amendment.

2. Consultant's compensation for Additional Services shall be based on the total number of hours spent on Additional Services multiplied by the employees' appropriate billable hourly rate as established below. City, at its option, may negotiate a fixed fee for some or all Additional Services as the need arises. Where a fixed fee for Additional Services is established by mutual agreement between City and Consultant, compensation to Consultant shall not exceed the fixed fee amount.

2. Appropriate Billable Hourly Rates for Services and Additional Services.

Consultant's billable hourly rate shall be \$76.50.

3. Consultant's Reimbursable Expenses.

Reimbursable Expenses shall be limited to actual reasonable expenditures of Consultant for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by City.

4. Payments to Consultant.

A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant's invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Consultant shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. City shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format described above.

D. Request for payment shall be sent to:

Robert V. Stout
Finance Director
City of Vallejo
555 Santa Clara Street
Vallejo, CA 94590

5. Accounting Records of Consultant.

Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs for all Services and Additional

Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours notice.

The obligations of Consultant under this section shall survive this Agreement.

6. Taxes.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request. Consultant hereby agrees to indemnify and defend City for any claims, losses, costs, fees, liabilities, damages or injuries suffered by City arising out of Consultant's breach of this section pursuant to the Indemnification provisions of this Agreement.

- 7. Taxpayer Identification Number.** Consultant shall provide City with an IRS Form W-9, Request for Taxpayer Identification Number and Certification, containing an original signature and any other State or local tax identification number requested by City.

EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 any auto and endorsement CA 0025.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability insurance appropriate to the Consultant's profession (Errors and Omission).

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, coverage shall be twice the per occurrence amount.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant shall file

a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

4. Professional Liability (Errors and Omission): \$1,000,000 combined single limit per claim, and annual aggregate.

C. Deductible and Self-Insured Retention

Any deductibles or self-insured retention must be declared to and approved by the City's Risk Manager. If the deductibles or self-insured retention limit is unacceptable to the City's Risk Manager, at his or her option, the insurer shall either reduce or eliminate such deductibles or self insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions

The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

1. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to

the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

Consultant shall furnish the City with original certificates of insurance for all insurances required by this Agreement and endorsements effecting general and automobile liability insurance coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City's Risk Manager before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage, by this Agreement at any time. All verification of coverage and other insurance documents shall be mailed to the following address or to any other subsequent address as may be directed in writing by the City's Risk Manager:

City of Vallejo
Attn.: Risk Manager
555 Santa Clara Street
Vallejo, CA 94590

G. Subcontractors

Consultant 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.

H. Payment Withhold

City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.



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 – SILICON VALLEY REGIONAL
INTEROPERABILITY AUTHORITY**

EC Meeting: 8-12-10
Item: 3D

RECOMMENDATION

Approve authorizing the Executive Director to execute a Client Agreement with Silicon Valley Regional Interoperability Authority (SVRIA).

BACKGROUND

SVRIA requested the JPAs provide proposals for staffing and accounting services. SVRIA is a new JPA, after existing as a joint funding authority for the last decade. Current staffing, one Executive Director, is provided by the City of San Jose, with financial services provided by the City of Mountain View and the County of Santa Clara.

A draft agreement is being developed with the goal of presenting to SVRIA's Board of Directors later this month. The JPA's standard agreement form will be used, and will be reviewed by JPA Counsel as to form. If approved, client services are expected to begin with the next two months. Financial services would be provided by a CPA retained by RGS.

FISCAL IMPACT

The monthly rate for staffing services and the charges for financial services will be sufficient to pay all salary and benefit, insurance and administrative costs of the JPA.



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

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

EC Meeting: 8-12-10
Item: 4A

RECOMMENDATION

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

P&L ANALYSIS

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

- LGS net income equals \$457,431 for the fiscal-year-to-date (FYTD). The balance sheet shows Total Equity of \$1,081,896.
- RGS net income equals \$338,646 for the FYTD. The balance sheet shows Total Equity of \$398,646.
- Combined LGS/RGS net income equals \$796,343 for the 2010 FYTD. Combined Total Equity equals \$1,480,541.

Accruals for earned but not paid leave time have not been posted to the financials. This usually occurs after 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 well 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 2009 through June 2010

	<u>Admin - JPAs</u>	<u>Belvedere</u>	<u>C - IV</u>	<u>Calistoga</u>	<u>Larkspur</u>	<u>LGS - TAM</u>	<u>Marin Transit District</u>
Ordinary Income/Expense							
Income							
440301 - Client Billings	0.00	148,799.70	677,277.27	320.00	15,247.00	1,600.50	243,027.80
440400 - LGS - Admin. Services	403,565.82	0.00	0.00	0.00	0.00	104,245.14	0.00
440410 - Client Administration Fees	0.00	0.00	-85,810.41	0.00	0.00	0.00	-23,727.37
440420 - Finance Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00
480000 - Miscellaneous Income	26,859.63	0.00	195.00	0.00	0.00	43.00	325.12
Total Income	430,425.45	148,799.70	591,661.86	320.00	15,247.00	105,888.64	219,625.55
Expense							
511010 - Salaries - Regular	295,219.43	113,872.50	265,570.39	240.00	11,284.16	91,416.20	147,213.08
512002 - Medicare Employer Expense	4,279.85	1,651.15	3,891.09	3.48	164.20	1,337.66	2,131.12
512003 - Workers' Comp Exp clerical	44,444.76	0.00	0.00	0.00	0.00	0.00	0.00
512004 - Employee Assistance Program	3,000.00	0.00	0.00	0.00	0.00	0.00	0.00
512005 - Health Insurance Expense	10,591.89	0.00	8,972.50	0.00	0.00	0.00	-1.03
512006 - Dental Insurance Expense	1,315.31	0.00	1,569.00	0.00	0.00	444.42	667.58
512007 - Vision Insurance Expense	246.20	0.00	487.49	0.00	1.67	-22.21	180.57
512008 - Life Insurance Expense	526.77	0.00	963.34	0.00	5.04	178.40	457.16
512009 - Long Term Disability Expense	753.51	0.00	1,178.46	0.00	8.67	307.25	782.52
512010 - Stars 457 Expense	-0.04	0.00	0.00	0.00	0.00	0.00	0.00
512011 - Stars 401A Expense	36,750.48	11,387.31	23,117.57	24.00	1,194.05	11,812.92	13,566.26
512012 - Calpers Retirement Expense	-4,005.87	0.00	0.00	0.00	0.00	0.00	0.00
512014 - Short Term Disability Expense	592.33	0.00	1,335.71	0.00	7.14	298.00	776.60
512018 - FSA Health & Day Care Expense	1,453.49	0.00	0.00	0.00	0.00	0.00	0.00
520104 - Telephone/Internet	2,326.77	0.00	50.00	0.00	0.00	0.00	0.00
520105 - Cell Phones	1,343.89	0.00	300.00	0.00	0.00	0.00	0.00
520107 - ADP Payroll Fees	12,748.40	0.00	0.00	0.00	0.00	0.00	0.00
520201 - Office Supplies	99.59	0.00	0.00	0.00	0.00	0.00	0.00
520202 - Bank Fees & Services	5,296.70	0.00	0.00	0.00	0.00	0.00	0.00
520204 - Printing & Postage	853.98	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	15,336.29	0.00	195.00	0.00	0.00	116.00	0.00
520314 - Administrative Services	4,226.25	0.00	0.00	0.00	0.00	0.00	0.00
520320 - Professional Services	96,212.56	0.00	0.00	0.00	0.00	0.00	0.00
520501 - Professional Dues & Membership	447.15	0.00	0.00	0.00	0.00	0.00	0.00
520503 - Conferences & Meetings	21,226.95	0.00	6,813.24	0.00	0.00	0.00	0.00
520504 - Publications	1,466.70	0.00	0.00	0.00	0.00	0.00	0.00
520508 - Licenses & Fees	125.00	0.00	0.00	0.00	0.00	0.00	0.00
520701 - General Liability Insurance Exp	54,215.24	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	4,147.64	0.00	17,577.70	0.00	0.00	0.00	182.85
520803 - Travel Reimbursement	493.97	0.00	37,982.34	0.00	0.00	0.00	0.00
520805 - Supplies & Meals Reimbursement	1,118.32	0.00	7,215.67	0.00	0.00	0.00	20.27
520904 - Computer Install & Maintenance	10,299.17	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
570100 - Equipment Purchase	2,802.90	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	630,813.75	126,910.96	377,219.50	267.48	12,664.93	105,888.64	165,976.98
Net Ordinary Income	-200,388.30	21,888.74	214,442.36	52.52	2,582.07	0.00	53,648.57
Other Income/Expense							
Other Expense							
529997 - Unallocated Admin. Svcs - RGS	-200,388.30	0.00	0.00	0.00	0.00	0.00	0.00
529999 - Allocated Unbillable Expenses	0.00	10,462.02	41,921.76	22.50	1,072.01	115.55	15,441.74
Total Other Expense	-200,388.30	10,462.02	41,921.76	22.50	1,072.01	115.55	15,441.74
Net Other Income	200,388.30	-10,462.02	-41,921.76	-22.50	-1,072.01	-115.55	-15,441.74
Net Income	0.00	11,426.72	172,520.60	30.02	1,510.06	-115.55	38,206.83

Regional Government Services
Profit & Loss by Class
July 2009 through June 2010

	<u>MEA</u>	<u>Menlo Park FPD</u>	<u>Menlo Park US&R</u>	<u>MERA</u>	<u>MGSA</u>	<u>MTA</u>	<u>MTC</u>
Ordinary Income/Expense							
Income							
440301 · Client Billings	37,522.57	206,525.00	149,650.00	81,000.00	183,171.41	16,891.35	4,918.75
440400 · LGS - Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00	8,048.60
440410 · Client Administration Fees	-7,097.19	0.00	0.00	0.00	5,630.45	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	2,359.40	0.00	0.00
Total Income	30,425.38	206,525.00	149,650.00	81,000.00	191,161.26	16,891.35	12,967.35
Expense							
511010 · Salaries - Regular	16,146.77	155,692.12	120,280.00	64,900.19	159,013.36	0.00	7,339.43
512002 · Medicare Employer Expense	235.37	2,218.76	1,671.58	941.05	2,310.88	0.00	98.34
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	523.67	0.00	0.00	0.00	2,139.84	0.00	0.00
512006 · Dental Insurance Expense	56.57	1,334.34	0.00	0.00	254.57	0.00	0.00
512007 · Vision Insurance Expense	-13.36	252.04	0.00	0.00	61.12	0.00	0.00
512008 · Life Insurance Expense	24.66	86.93	0.00	0.00	83.52	0.00	0.00
512009 · Long Term Disability Expense	42.00	174.63	0.00	0.00	143.05	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	1,733.72	15,060.03	12,085.15	6,467.54	15,901.82	0.00	677.88
512012 · Calpers Retirement Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.00
512014 · Short Term Disability Expense	41.68	123.82	0.00	0.00	141.98	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	154.20	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	50.89	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	154.00	706.30	0.00	0.00	0.00	0.00	749.00
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	0.00	3,949.90
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	375.12	0.00	77.00
520504 · Publications	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520508 · Licenses & Fees	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	1,824.18	41.92	75.80
520803 · Travel Reimbursement	0.00	0.00	0.00	0.00	446.98	0.00	0.00
520805 · Supplies & Meals Reimbursement	0.00	24.57	0.00	0.00	1,372.51	28.32	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
570100 · Equipment Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	18,945.08	175,673.54	134,036.73	72,308.78	184,274.02	70.24	12,967.35
Net Ordinary Income	11,480.30	30,851.46	15,613.27	8,691.22	6,887.24	16,821.11	0.00
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	2,139.19	14,520.65	10,521.80	5,695.06	13,440.43	1,187.62	345.83
Total Other Expense	2,139.19	14,520.65	10,521.80	5,695.06	13,440.43	1,187.62	345.83
Net Other Income	-2,139.19	-14,520.65	-10,521.80	-5,695.06	-13,440.43	-1,187.62	-345.83
Net Income	9,341.11	16,330.81	5,091.47	2,996.16	-6,553.19	15,633.49	-345.83

Regional Government Services
Profit & Loss by Class
July 2009 through June 2010

	<u>Rohnert Park</u>	<u>San Rafael</u>	<u>Sausalito</u>	<u>(SBWMA)</u>	<u>(SBWMA)</u>	<u>Total SBWMA</u>	<u>SFHA</u>
Ordinary Income/Expense							
Income							
440301 · Client Billings	23,164.80	390,906.36	180,999.96	0.00	3,162.60	3,162.60	637.50
440400 · LGS - Admin. Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00
440410 · Client Administration Fees	-8,567.68	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	653.63	0.00	0.00	0.00	0.00	0.00
Total Income	<u>14,597.12</u>	<u>391,559.99</u>	<u>180,999.96</u>	<u>0.00</u>	<u>3,162.60</u>	<u>3,162.60</u>	<u>637.50</u>
Expense							
511010 · Salaries - Regular	8,265.00	294,537.07	141,780.00	0.00	943.06	943.06	318.75
512002 · Medicare Employer Expense	119.85	4,253.18	2,087.73	0.00	13.68	13.68	4.62
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	6,273.24	0.00	0.00	0.00	0.00	0.00
512006 · Dental Insurance Expense	0.00	663.38	667.38	0.00	0.00	0.00	0.00
512007 · Vision Insurance Expense	0.00	477.28	165.87	0.00	0.00	0.00	0.00
512008 · Life Insurance Expense	0.00	967.83	469.92	0.00	0.00	0.00	0.00
512009 · Long Term Disability Expense	0.00	1,663.08	810.00	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	826.50	34,427.23	13,518.00	0.00	93.75	93.75	31.88
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	1,505.54	715.20	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	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	0.00	0.00	0.00	0.00	0.00
520501 · Professional Dues & Membership	0.00	0.00	0.00	0.00	0.00	0.00	0.00
520503 · Conferences & Meetings	0.00	-662.30	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
520508 · Licenses & Fees	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	2,900.57	0.00	0.00	0.00	0.00	0.00
520805 · Supplies & Meals Reimbursement	0.00	5.48	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	-52.52	0.00	0.00	0.00	0.00	0.00
570100 · Equipment Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	<u>9,211.35</u>	<u>346,959.06</u>	<u>160,214.10</u>	<u>0.00</u>	<u>1,050.49</u>	<u>1,050.49</u>	<u>355.25</u>
Net Ordinary Income	<u>5,385.77</u>	<u>44,600.93</u>	<u>20,785.86</u>	<u>0.00</u>	<u>2,112.11</u>	<u>2,112.11</u>	<u>282.25</u>
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	1,026.31	27,745.26	12,726.00	222.36	0.00	222.36	44.82
Total Other Expense	<u>1,026.31</u>	<u>27,745.26</u>	<u>12,726.00</u>	<u>222.36</u>	<u>0.00</u>	<u>222.36</u>	<u>44.82</u>
Net Other Income	<u>-1,026.31</u>	<u>-27,745.26</u>	<u>-12,726.00</u>	<u>-222.36</u>	<u>0.00</u>	<u>-222.36</u>	<u>-44.82</u>
Net Income	<u><u>4,359.46</u></u>	<u><u>16,855.67</u></u>	<u><u>8,059.86</u></u>	<u><u>-222.36</u></u>	<u><u>2,112.11</u></u>	<u><u>1,889.75</u></u>	<u><u>237.43</u></u>

Regional Government Services
Profit & Loss by Class
July 2009 through June 2010

	<u>SMARTD</u>	<u>Stars</u>	<u>Stockton</u>	<u>TJPA</u>	<u>Twin Cities Police Auth</u>	<u>Vallejo</u>	<u>Vallejo Housing</u>
Ordinary Income/Expense							
Income							
440301 · Client Billings	1,850.00	0.00	91,881.80	0.00	7,213.75	97,975.40	11,325.00
440400 · LGS - Admin. Services	0.00	0.00	0.00	124,340.44	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	-217.18	0.00
480000 · Miscellaneous Income	0.00	0.00	0.00	0.00	0.00	182,328.00	0.00
Total Income	1,850.00	0.00	91,881.80	124,340.44	7,213.75	280,086.22	11,325.00
Expense							
511010 · Salaries - Regular	1,327.03	14,946.60	74,551.65	108,952.68	4,298.07	99,546.25	0.00
512002 · Medicare Employer Expense	19.34	217.07	1,094.65	1,599.32	62.33	1,436.02	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	923.28	0.00	0.00	0.00	0.00	0.00
512006 · Dental Insurance Expense	0.00	88.39	0.00	0.00	0.00	0.00	0.00
512007 · Vision Insurance Expense	0.00	17.54	0.00	0.00	0.00	0.00	0.00
512008 · Life Insurance Expense	0.00	52.13	210.30	0.00	0.00	0.00	0.00
512009 · Long Term Disability Expense	0.00	86.49	361.75	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	132.71	2,235.00	7,125.14	13,121.72	429.81	9,393.67	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	57.30	298.00	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	1,312.50	146.00	666.72	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	135,643.31	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
520508 · Licenses & Fees	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
570100 · Equipment Purchase	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expense	1,479.08	19,936.30	83,787.49	124,340.44	4,790.21	246,019.25	0.00
Net Ordinary Income	370.92	-19,936.30	8,094.31	0.00	2,423.54	34,066.97	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	130.07	0.00	6,460.15	0.00	507.19	19,871.79	796.25
Total Other Expense	130.07	0.00	6,460.15	0.00	507.19	19,871.79	796.25
Net Other Income	-130.07	0.00	-6,460.15	0.00	-507.19	-19,871.79	-796.25
Net Income	240.85	-19,936.30	1,634.16	0.00	1,916.35	14,195.18	10,528.75

Regional Government Services
Profit & Loss by Class
July 2009 through June 2010

	<u>Vallejo Water</u>	<u>VCOHS</u>	<u>VCTC1</u>	<u>VCTC2</u>	<u>Yountville</u>	<u>TOTAL</u>
Ordinary Income/Expense						
Income						
440301 · Client Billings	24,480.00	1,992.50	7,725.00	43,225.00	120,458.00	2,772,949.02
440400 · LGS - Admin. Services	0.00	0.00	0.00	0.00	0.00	640,200.00
440410 · Client Administration Fees	0.00	0.00	0.00	0.00	0.00	-119,572.20
440420 · Finance Charges	0.00	0.00	0.00	0.00	0.00	-217.18
480000 · Miscellaneous Income	0.00	0.00	0.00	839.80	0.00	213,603.58
Total Income	<u>24,480.00</u>	<u>1,992.50</u>	<u>7,725.00</u>	<u>44,064.80</u>	<u>120,458.00</u>	<u>3,506,963.22</u>
Expense						
511010 · Salaries - Regular	0.00	1,275.00	5,080.16	33,256.77	96,150.00	2,333,415.72
512002 · Medicare Employer Expense	0.00	18.48	73.66	477.00	1,394.19	33,805.65
512003 · Workers' Comp Exp clerical	0.00	0.00	0.00	0.00	0.00	44,444.76
512004 · Employee Assistance Program	0.00	0.00	0.00	0.00	0.00	3,000.00
512005 · Health Insurance Expense	0.00	0.00	0.00	10.88	0.00	29,434.27
512006 · Dental Insurance Expense	0.00	0.00	0.00	0.00	0.00	7,060.94
512007 · Vision Insurance Expense	0.00	0.00	0.00	0.00	0.00	1,854.21
512008 · Life Insurance Expense	0.00	0.00	0.56	0.00	0.00	4,026.56
512009 · Long Term Disability Expense	0.00	0.00	0.94	0.00	0.00	6,312.35
512010 · Stars 457 Expense	0.00	0.00	0.00	0.00	0.00	-0.04
512011 · Stars 401A Expense	0.00	127.50	620.49	2,994.62	9,615.05	244,471.80
512012 · Calpers Retirement Expense	0.00	0.00	0.00	0.00	0.00	-4,005.87
512014 · Short Term Disability Expense	0.00	0.00	0.62	0.00	0.00	5,893.92
512018 · FSA Health & Day Care Expense	0.00	0.00	0.00	0.00	0.00	1,453.49
520104 · Telephone/Internet	0.00	0.00	0.00	0.00	0.00	2,530.97
520105 · Cell Phones	0.00	0.00	0.00	0.00	0.00	1,643.89
520107 · ADP Payroll Fees	0.00	0.00	0.00	0.00	0.00	12,748.40
520201 · Office Supplies	0.00	0.00	0.00	0.00	0.00	150.48
520202 · Bank Fees & Services	0.00	0.00	0.00	0.00	0.00	5,296.70
520204 · Printing & Postage	0.00	0.00	43.96	0.00	0.00	897.94
520301 · Audit Services	0.00	0.00	0.00	0.00	0.00	850.00
520302 · Legal Services	0.00	0.00	0.00	0.00	287.00	19,668.81
520314 · Administrative Services	0.00	0.00	0.00	0.00	0.00	4,226.25
520320 · Professional Services	0.00	0.00	0.00	0.00	0.00	235,805.77
520501 · Professional Dues & Membership	0.00	0.00	0.00	0.00	0.00	447.15
520503 · Conferences & Meetings	0.00	0.00	0.00	0.00	0.00	27,830.01
520504 · Publications	0.00	0.00	0.00	0.00	0.00	1,466.70
520508 · Licenses & Fees	0.00	0.00	0.00	0.00	0.00	125.00
520701 · General Liability Insurance Exp	0.00	0.00	0.00	0.00	0.00	54,215.24
520750 · Interest Expense	0.00	0.00	0.00	0.00	0.00	8.16
520801 · Mileage Reimbursement	0.00	14.40	0.00	339.72	0.00	24,204.21
520803 · Travel Reimbursement	0.00	0.00	0.00	109.32	0.00	41,933.18
520805 · Supplies & Meals Reimbursement	0.00	0.00	0.00	0.00	0.00	9,785.14
520904 · Computer Install & Maintenance	0.00	0.00	0.00	0.00	0.00	10,299.17
522798 · Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	-52.51
570100 · Equipment Purchase	0.00	0.00	0.00	0.00	0.00	2,802.90
Total Expense	<u>0.00</u>	<u>1,435.38</u>	<u>5,820.39</u>	<u>37,188.31</u>	<u>107,446.24</u>	<u>3,168,051.32</u>
Net Ordinary Income	24,480.00	557.12	1,904.61	6,876.49	13,011.76	338,911.90
Other Income/Expense						
Other Expense						
529997 · Unallocated Admin. Svcs - RGS	0.00	0.00	0.00	0.00	0.00	-200,388.30
529999 · Allocated Unbillable Expenses	1,721.17	140.09	543.14	3,098.17	8,469.37	200,388.30
Total Other Expense	<u>1,721.17</u>	<u>140.09</u>	<u>543.14</u>	<u>3,098.17</u>	<u>8,469.37</u>	<u>0.00</u>
Net Other Income	<u>-1,721.17</u>	<u>-140.09</u>	<u>-543.14</u>	<u>-3,098.17</u>	<u>-8,469.37</u>	<u>0.00</u>
Net Income	<u><u>22,758.83</u></u>	<u><u>417.03</u></u>	<u><u>1,361.47</u></u>	<u><u>3,778.32</u></u>	<u><u>4,542.39</u></u>	<u><u>338,911.90</u></u>

Regional Government Services

Balance Sheet

As of June 30, 2010

	<u>Jun 30, 10</u>
ASSETS	
Current Assets	
Checking/Savings	
110010 · Wells Fargo - Cash	-82,856.00
110030 · LAIF Account	406,968.35
110040 · CalTRUST	<u>1,325,709.28</u>
Total Checking/Savings	<u>1,649,821.63</u>
Accounts Receivable	
131130 · Accounts Receivable	476,097.94
131345 · Accounts Receivable - LGS	<u>49,623.47</u>
Total Accounts Receivable	<u>525,721.41</u>
Other Current Assets	
120010 · Prepaid Insurance	129,840.00
131131 · Accounts Receivable - Misc	2,444.99
143005 · Due from RGS	<u>8,043.50</u>
Total Other Current Assets	<u>140,328.49</u>
Total Current Assets	<u>2,315,871.53</u>
TOTAL ASSETS	<u><u>2,315,871.53</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
220010 · Accounts Payable	<u>8,060.28</u>
Total Accounts Payable	<u>8,060.28</u>
Other Current Liabilities	
214060 · Due to LGS	1,400,416.10
220012 · Accounts Payable - Misc.	365.55
221003 · 457/401A Retirement Liab	20,890.24
221006 · FSA Liability	1,525.01
221015 · Health Insurance Liability	-2,521.27
221016 · Long Term Disability Liability	-647.13
221017 · Short Term Disability Liability	-579.53
221023 · Dental Insurance Liability	-791.89
221024 · Vision Insurance Liability	-188.72
221025 · Life Insurance/ AD&D Liability	-379.03
230060 · Accrued Salaries, Wages & Taxes	108,534.18
240010 · Deferred Revenue	248,361.00
240011 · Refundable Deposits	20,000.00
250001 · Accrued Vacation, Sick, Admin	<u>114,181.21</u>
Total Other Current Liabilities	<u>1,909,165.72</u>
Total Current Liabilities	<u>1,917,226.00</u>
Total Liabilities	1,917,226.00
Equity	
370000 · Fund Bal Unreserved/Unrestrictd	114,297.13
3900 · Retained Earnings	-54,563.50
Net Income	<u>338,911.90</u>
Total Equity	<u>398,645.53</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,315,871.53</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
FROM: RICHARD H. AVERETT, CFO/Treasurer
SUBJECT: PAYMENTS MADE IN MAY AND JUNE 2010

EC Meeting: 8-12-10
Item: 4B

RECOMMENDATION

Review and approve expenditures made by the JPA for the months of May and June 2010.

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 May 31, 2010

	Type	Date	Num	Name	Memo	Clr	Amount	Balance
110010 - Wells Fargo - Cash								5,606.48
	Check	05/03/2010	EFT	LGS	ZBA Transfer	√	-25,305.72	-19,699.24
	Payment	05/04/2010	1082020	Stockton		√	15,560.00	-4,139.24
	Payment	05/04/2010	050206	Larkspur		√	1,896.00	-2,243.24
	Payment	05/06/2010	273447	San Rafael		√	610.00	-1,633.24
	Payment	05/06/2010	41964	MTC		√	1,805.00	171.76
	Transfer	05/06/2010			Funds Transfer	√	260,000.00	260,171.76
	Check	05/06/2010	EFT	LGS	ZBA Transfer	√	-137,469.46	122,702.30
	Check	05/06/2010	EFT	ADP Net Checks	04/30 Payroll	√	-76,816.49	45,885.81
	Check	05/06/2010	EFT	ADP FWH/SWH/MED	04/30 Payroll Taxes	√	-28,455.30	17,430.51
	Transfer	05/07/2010			Funds Transfer	√	26,000.00	43,430.51
	Check	05/07/2010	EFT	LGS	ZBA Transfer	√	-8,647.17	34,783.34
	Check	05/07/2010	EFT	ADP Fees	RGS 4/30 PR Fees	√	-18.00	34,765.34
	Check	05/07/2010	EFT	AIG Retirement	RGS 04/30 401 wire	√	-10,714.41	24,050.93
	Check	05/07/2010	EFT	AIG Retirement	RGS 04/30 457 wire	√	-6,749.46	17,301.47
	Check	05/10/2010	EFT	LGS	ZBA Transfer	√	-27,240.50	-9,939.03
	Check	05/11/2010	EFT	LGS	ZBA Transfer	√	-188.22	-10,127.25
	Check	05/11/2010	EFT	Wells Fargo Bank	Service Charge	√	-195.79	-10,323.04
	Check	05/12/2010	2157	Allied Administrators	Jun Premium	√	-735.32	-11,058.36
	Check	05/12/2010	2165	Jennifer Bower	March Expenses		-85.60	-11,143.96
	Check	05/12/2010	2166	Richard Averett	Mar reimbursable expense	√	-65.68	-11,209.64
	Check	05/12/2010	2167	Philomena Kipp	VOID: Apr Travel Expenses	√	0.00	-11,209.64
	Check	05/12/2010	2168	Karen Roach	Apr Expenses	√	-2,762.01	-13,971.65
	Check	05/12/2010	2169	Jeff Rawles	Apr exp reimbursement	√	-363.49	-14,335.14
	Check	05/12/2010	2170	Richard Averett	Apr reimbursable expense	√	-1,328.58	-15,663.72
	Transfer	05/12/2010			Funds Transfer	√	36,000.00	20,336.28
	Check	05/13/2010	2171	Ayela Mujeeb	Manual check for 30.50 Hrs of 4/30/10	√	-557.77	19,778.51
	Check	05/13/2010	2172	Philomena Kipp	AprTravel Expenses-3500 Limit	√	-3,500.00	16,278.51
	Bill Pmt -Check	05/13/2010	2173	Flex-Plan Services Inc	Apr 30 Invoice #155587 Bene Cards	√	-101.60	16,176.91
	Bill Pmt -Check	05/13/2010	2174	Michael O'Conner, CPA	May 3 Invoice for 14 hrs worked	√	-700.00	15,476.91
	Check	05/13/2010	2175	Flex-Plan Services Inc	May 15 contributions	√	-1,525.01	13,951.90
	Check	05/13/2010	2176	Vision Service Plan	May premiums 12 275218 0002	√	-142.88	13,809.02
	Deposit	05/13/2010			Deposit	√	5,487.50	19,296.52
	Deposit	05/13/2010			Deposit	√	110,000.00	129,296.52
	Deposit	05/14/2010			Deposit	√	26.30	129,322.82
	Payment	05/14/2010	8369765	Consortium IV		√	67,501.00	196,823.82
	Deposit	05/14/2010			Deposit	√	164,935.79	361,759.61
	Check	05/14/2010	EFT	LGS	ZBA Transfer	√	-4,178.90	357,580.71

Regional Government Services
Account QuickReport
As of May 31, 2010

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Check	05/14/2010	EFT	ADP Fees	RGS 5/7 PR Fees	√	-258.20	357,322.51
Transfer	05/14/2010			Funds Transfer	√	-170,000.00	187,322.51
Payment	05/17/2010	27516	VCTC2		√	4,550.00	191,872.51
Payment	05/17/2010	1015	Marin Energy Authority		√	1,543.91	193,416.42
Payment	05/17/2010	127336	Sausalito		√	15,083.33	208,499.75
Payment	05/18/2010	200028231	MGSA		√	14,333.67	222,833.42
Payment	05/19/2010	1028	Marin Energy Authority		√	3,992.32	226,825.74
Payment	05/19/2010	6290	Menlo Park FPD		√	9,000.00	235,825.74
Payment	05/19/2010	2000282429	Marin Transit District		√	32,000.00	267,825.74
Check	05/19/2010	EFT	LGS	ZBA Transfer	√	-26,820.03	241,005.71
Check	05/20/2010	2177	Reliance	Jun Prepay	√	-1,497.36	239,508.35
Bill Pmt -Check	05/20/2010	2183	Alliant Insurance Services	bill 900000 customer RE530787	√	-500.00	239,008.35
Bill Pmt -Check	05/20/2010	2182	Claremont	Jun EAP Bill 21976	√	-250.00	238,758.35
Bill Pmt -Check	05/20/2010	2181	Covad	May invoice 46629212	√	-208.29	238,550.06
Bill Pmt -Check	05/20/2010	2180	Toconis		√	-5,921.82	232,628.24
Check	05/20/2010	2184	Michael Crechriou	April Travel Expenses		-86.50	232,541.74
Check	05/20/2010	2178	Covad	VOID	√	0.00	232,541.74
Check	05/20/2010	2179	Michael Crechriou	VOID	√	0.00	232,541.74
Payment	05/20/2010	2000282813	MGSA		√	14,333.67	246,875.41
Payment	05/20/2010	2000282813	MTA		√	5,630.45	252,505.86
Transfer	05/20/2010			Funds Transfer	√	130,000.00	382,505.86
Check	05/20/2010	EFT	LGS	ZBA Transfer	√	-142,638.55	239,867.31
Check	05/20/2010	EFT	ADP Net Checks	05/15 Payroll	√	-75,830.21	164,037.10
Check	05/20/2010	EFT	ADP FWH/SWH/MED	05/15 Payroll Taxes	√	-27,401.49	136,635.61
Bill Pmt -Check	05/21/2010	2185	US Bank	May 6 statement for April Expenses		-1,889.59	134,746.02
Payment	05/21/2010	2737000	San Rafael		√	22,660.00	157,406.02
Payment	05/21/2010	3946000519	Marin Transit District		√	3,443.20	160,849.22
Check	05/21/2010	EFT	LGS	ZBA Transfer	√	-8,580.46	152,268.76
Transfer	05/21/2010			Funds Transfer	√	-110,000.00	42,268.76
Check	05/21/2010	EFT	ADP Fees	RGS 5/15 PR Fees	√	-7.00	42,261.76
Check	05/21/2010	EFT	AIG Retirement	RGS 05/15 401 wire	√	-12,937.08	29,324.68
Check	05/21/2010	EFT	AIG Retirement	RGS 05/15 457 wire	√	-7,228.14	22,096.54
Deposit	05/24/2010			Deposit	√	166,196.03	188,292.57
Transfer	05/24/2010			Funds Transfer	√	-175,000.00	13,292.57
Bill Pmt -Check	05/25/2010	2186	ICMA Annual Conference	Sponsorship for 2010 Conference San Jose		-12,500.00	792.57
Check	05/26/2010	EFT	LGS	ZBA Transfer	√	-500.00	292.57
Payment	05/28/2010	7003000232	AMERA		√	7,500.00	7,792.57
Payment	05/28/2010	1083161	Stockton		√	15,560.00	23,352.57

Regional Government Services

Account QuickReport

As of May 31, 2010

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Transfer	05/28/2010			Funds Transfer	√	281,000.00	304,352.57
Check	05/28/2010	EFT	LGS	ZBA Transfer	√	-4,486.80	299,865.77
Transfer	05/28/2010			Funds Transfer	√	-250,000.00	49,865.77
Check	05/28/2010	EFT	ADP Fees	RGS 5/15 PR Fees	√	-243.20	49,622.57
Check	05/31/2010	2187	CalPERS	Jun premium H2010067563000		-2,508.30	47,114.27
Total 110010 - Wells Fargo - Cash						<u>41,507.79</u>	<u>47,114.27</u>
TOTAL						<u>41,507.79</u>	<u>47,114.27</u>

Regional Government Services
Account QuickReport
As of June 30, 2009

	Type	Date	Num	Name	Memo	Clr	Amount	Balance
110010 - Wells Fargo - Cash								22,112.88
	Check	06/01/2009	EFT	LGS	ZBA transfer	√	-4,200.31	17,912.57
	Transfer	06/02/2009			Funds Transfer	√	40,000.00	57,912.57
	Check	06/02/2009	EFT	LGS	ZBA transfer	√	-4,071.41	53,841.16
	Bill Pmt -Check	06/03/2009	1845	Dawn E. Vierra	7 Hrs adm.svc 6/02/09	√	-245.00	53,596.16
	Check	06/03/2009	EFT	LGS	ZBA transfer	√	-54,917.73	-1,321.57
	Deposit	06/04/2009			Deposit	√	111.74	-1,209.83
	Payment	06/04/2009	8068050	Consortium IV		√	13,589.00	12,379.17
	Transfer	06/04/2009			Funds Transfer	√	195,000.00	207,379.17
	Check	06/04/2009	EFT	LGS	ZBA transfer	√	-134,171.75	73,207.42
	Check	06/05/2009	EFT	ADP Net Checks	05/31 payroll	√	-42,366.27	30,841.15
	Check	06/05/2009	EFT	ADP FWH/SWH/MED	05/31/09 PR taxes	√	-14,388.28	16,452.87
	Check	06/05/2009	EFT	LGS	ZBA transfer	√	-7,886.99	8,565.88
	Check	06/05/2009	EFT	AIG Retirement	RGS 5/31 401 wire	√	-6,759.58	1,806.30
	Check	06/05/2009	EFT	AIG Retirement	RGS 5/31 457 wire	√	-2,759.50	-953.20
	Transfer	06/09/2009			Funds Transfer	√	28,000.00	27,046.80
	Check	06/09/2009	EFT	LGS	ZBA transfer	√	-26,321.90	724.90
	Bill Pmt -Check	06/11/2009	1846	Dawn E. Vierra	6.5 Hrs adm.svc 6/11/09	√	-227.50	497.40
	Check	06/12/2009	EFT	LGS	ZBA transfer	√	-262.55	234.85
	Bill Pmt -Check	06/12/2009	EFT	ADP Fees	RGS 5/31 Payroll	√	-165.25	69.60
	Transfer	06/17/2009			Funds Transfer	√	28,000.00	28,069.60
	Check	06/17/2009	EFT	LGS	ZBA transfer	√	-26,536.54	1,533.06
	Payment	06/18/2009	1000193028	Marin Transit District		√	13,000.00	14,533.06
	Payment	06/18/2009	1000193029	Marin Transit District		√	9,000.00	23,533.06
	Bill Pmt -Check	06/18/2009	1847	Dawn E. Vierra	6.5 Hrs adm.svc 6/17/09	√	-227.50	23,305.56
	Check	06/18/2009	1848	Jeff Rawles	May reimbursement	√	-215.44	23,090.12
	Check	06/18/2009	1849	Jennifer Bower	May reimbursement	√	-391.36	22,698.76
	Check	06/18/2009	1850	Michael Crechriou	Reimburse May Exp	√	-558.65	22,140.11
	Check	06/18/2009	1851	Richard Averett	May reimbursable expense	√	-766.19	21,373.92
	Check	06/18/2009	1852	Flex-Plan Services Inc	May 15 premiums	√	-1,248.34	20,125.58
	Deposit	06/19/2009			Deposit	√	2,316.10	22,441.68
	Transfer	06/19/2009			Funds Transfer	√	232,000.00	254,441.68
	Check	06/19/2009	EFT	ADP Net Checks	06/15 payroll	√	-52,284.90	202,156.78
	Check	06/19/2009	EFT	ADP FWH/SWH/MED	06/15/09 PR taxes	√	-18,727.73	183,429.05
	Check	06/19/2009	EFT	LGS	ZBA transfer	√	-135,125.44	48,303.61
	Bill Pmt -Check	06/19/2009	EFT	ADP Fees	RGS 6/15 Oregon-Clarke	√	-7.00	48,296.61
	Check	06/22/2009	EFT	LGS	ZBA transfer	√	-8,571.50	39,725.11
	Check	06/22/2009	EFT	AIG Retirement	RGS 6/15 401 wire	√	-8,053.37	31,671.74
	Check	06/22/2009	EFT	AIG Retirement	RGS 6/15 457 wire	√	-3,239.50	28,432.24
	Check	06/22/2009		Wells Fargo Bank	Service Charge	√	-298.43	28,133.81
	Payment	06/23/2009	266361	San Rafael		√	1,576.48	29,710.29

Regional Government Services
Account QuickReport
As of June 30, 2009

Type	Date	Num	Name	Memo	Clr	Amount	Balance
Payment	06/23/2009	015449	Belvedere		√	13,665.50	43,375.79
Payment	06/23/2009	124805	Sausalito		√	30,166.66	73,542.45
Check	06/24/2009	EFT	LGS	ZBA transfer	√	-1,871.67	71,670.78
Check	06/25/2009	1853	Flex-Plan Services Inc	May 31 premiums	√	-1,427.04	70,243.74
Check	06/25/2009	1854	Vision Service Plan	Jun premiums	√	-124.93	70,118.81
Deposit	06/25/2009			Deposit	√	11,821.79	81,940.60
Transfer	06/25/2009			Funds Transfer	√	-28,000.00	53,940.60
Check	06/26/2009	1855	Allied Administrators	Jul premium	√	-382.54	53,558.06
Check	06/26/2009	1856	CalPERS	Jul premium H2009077563000	√	-2,002.93	51,555.13
Check	06/26/2009	1857	Reliance	Jul premiums	√	-1,143.47	50,411.66
Bill Pmt -Check	06/26/2009	1858	Alliant Insurance Services	bill 900000 customer RE530787	√	-500.00	49,911.66
Bill Pmt -Check	06/26/2009	1859	California Chamber of Commerce	Member 930863 for 6/1/09-6/01/10	√	-649.00	49,262.66
Bill Pmt -Check	06/26/2009	1861	Christopher Nelson	RGS000014	√	-48.75	49,213.91
Bill Pmt -Check	06/26/2009	1862	Claremont	Jun EAP Bill 19737	√	-250.00	48,963.91
Bill Pmt -Check	06/26/2009	1863	Covad	Jun 46017456 acct 542755	√	-166.17	48,797.74
Bill Pmt -Check	06/26/2009	1864	Dawn E. Vierra	7 Hrs adm.svc 6/25/09	√	-245.00	48,552.74
Bill Pmt -Check	06/26/2009	1865	Employment Research Services	ERS10178	√	-175.00	48,377.74
Bill Pmt -Check	06/26/2009	1866	Mark Eccles	computer mtc & configuration May	√	-300.00	48,077.74
Bill Pmt -Check	06/26/2009	1867	McGilloway, Ray, Brown & Kaufman	May 44340 &44341	√	-8,054.78	40,022.96
Bill Pmt -Check	06/26/2009	1868	Meyers Nave	May.31 Invoice	√	-1,639.44	38,383.52
Bill Pmt -Check	06/26/2009	1869	Monterey Bay Internet	May services Inv. 20088785	√	-29.95	38,353.57
Bill Pmt -Check	06/26/2009	1870	Netpipe Internet Services	Jun stmt #3466/ acct 13715	√	-250.00	38,103.57
Bill Pmt -Check	06/26/2009	1871	Success Concepts International, Inc	bill 354	√	-240.29	37,863.28
Bill Pmt -Check	06/26/2009	1872	Tiffany Buraglio	May services	√	-532.50	37,330.78
Bill Pmt -Check	06/26/2009	1873	US Bank	June 6th statement	√	-1,951.59	35,379.19
Bill Pmt -Check	06/26/2009	1874	California JPIA	Invoice 5480 J.Bower HR Academy Palm Desert 5.	√	-375.00	35,004.19
Bill Pmt -Check	06/26/2009	1875	California JPIA	WC & Gen Liab Ins deposits PRIM00601 (LGS)	√	-79,154.00	-44,149.81
Bill Pmt -Check	06/26/2009	1876	California JPIA	WC & Gen Liab Ins deposits PRIM00629 (RGS)	√	-19,435.00	-63,584.81
Bill Pmt -Check	06/26/2009	1877	Executive & Intl Programs	Prof Seminar R.Whitley Rec Sup City of Larkspur	√	-3,500.00	-67,084.81
Bill Pmt -Check	06/26/2009	1878	Executive & Intl Programs	Prof Seminar T.Cusimano Captain Twin Cities Pol	√	-3,500.00	-70,584.81
Bill Pmt -Check	06/26/2009	1879	Executive & Intl Programs	Prof Seminar Amy Koenig, Fin.Director, City of La	√	-3,500.00	-74,084.81
Check	06/26/2009	EFT	LGS	ZBA transfer	√	-25,531.06	-99,615.87
Bill Pmt -Check	06/26/2009	EFT	ADP Fees	RGS 6/15 P/R	√	-201.45	-99,817.32
Payment	06/29/2009	266535	San Rafael		√	29,288.31	-70,529.01
Deposit	06/29/2009			Deposit	√	10.83	-70,518.18
Payment	06/30/2009	8092137	Consortium IV		√	40,324.20	-30,193.98
Bill Pmt -Check	06/30/2009	1885	Toconis	VOID:	√	0.00	-30,193.98
Check	06/30/2009	EFT	LGS	ZBA transfer	√	-4,349.09	-34,543.07
Total 110010 · Wells Fargo - Cash						<u>-56,655.95</u>	<u>-34,543.07</u>
TOTAL						<u>-56,655.95</u>	<u>-34,543.07</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: 8-12-10
Item: 4C

RECOMMENDATION

Review and accept JPA investments made through July 2010.

BACKGROUND

The JPA Board of Directors approved an updated investment policy June 10, 2010, authorizing investment 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, and investments in CalTrust began in late-January 2009. Investment activity for the current period is summarized in the attached material.

FISCAL IMPACT

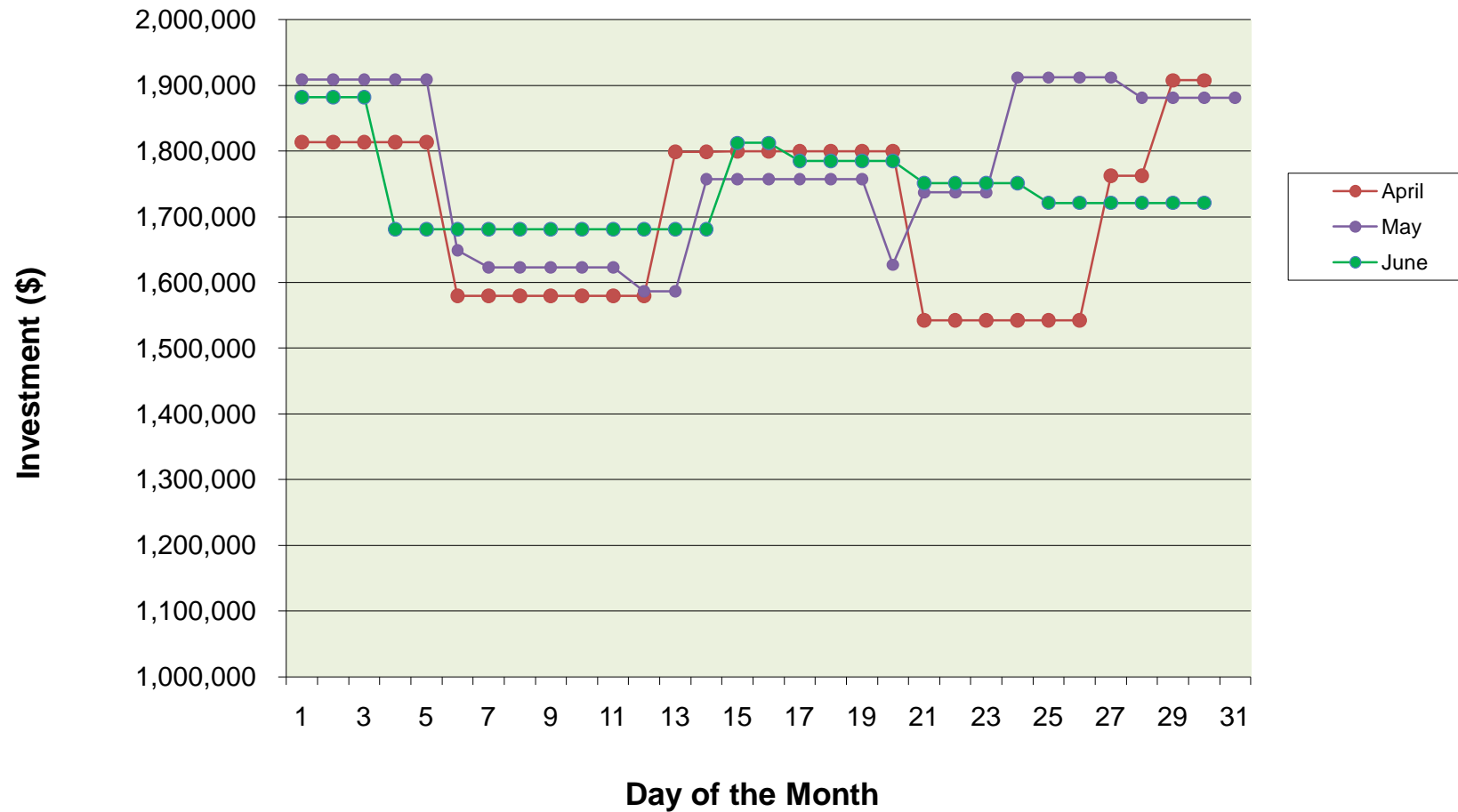
The impact of JPA LAIF and CalTrust investment activity this period is projected to yield approximately \$1,750 per month. In fiscal year 2010, the JPAs budgeted \$1,375 per month for investment earnings. Fiscal year 2010 earnings were approximately \$400 below the budgeted amount of \$16,500 primarily because of declining interest earnings, partially offset by positive cash flow, close management of cash, and additional funds invested in CalTrust on March 1 and May 28, 2010. Fiscal year 2011 budgeted earnings are \$15,000 and the first month's preliminary earnings are \$1,763. We are continuing to invest the maximum cash available, leaving only the minimum checking account balances needed to cover obligations.

Interest rate declines have moderated, and no significant decrease or increase is foreseen in the near-term. CalTrust medium term investments are currently yielding approximately 80 basis points more than LAIF. The near-term strategy has been to increase Caltrust medium term investments and research safe alternative investment vehicles. The Board of Directors annually reviews the investment policy at their June meetings.

INVESTMENT REPORT FY2010

<u>Date</u>	<u>Other</u>	<u>APRIL</u>			<u>Other</u>	<u>MAY</u>			<u>Other</u>	<u>JUNE</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	-	1,061,643	752,012	1,813,655		1,062,983	845,968	1,908,951		1,314,338	567,968	1,882,307
2	-	1,061,643	752,012	1,813,655		1,062,983	845,968	1,908,951		1,314,338	567,968	1,882,307
3	-	1,061,643	752,012	1,813,655		1,062,983	845,968	1,908,951		1,314,338	567,968	1,882,307
4	-	1,061,643	752,012	1,813,655		1,062,983	845,968	1,908,951		1,314,338	366,968	1,681,307
5	-	1,061,643	752,012	1,813,655		1,062,983	845,968	1,908,951		1,314,338	366,968	1,681,307
6	-	1,061,643	518,012	1,579,655		1,062,983	585,968	1,648,951		1,314,338	366,968	1,681,307
7	-	1,061,643	518,012	1,579,655		1,062,983	559,968	1,622,951		1,314,338	366,968	1,681,307
8	-	1,061,643	518,012	1,579,655		1,062,983	559,968	1,622,951		1,314,338	366,968	1,681,307
9	-	1,061,643	518,012	1,579,655		1,062,983	559,968	1,622,951		1,314,338	366,968	1,681,307
10	-	1,061,643	518,012	1,579,655		1,062,983	559,968	1,622,951		1,314,338	366,968	1,681,307
11	-	1,061,643	518,012	1,579,655		1,062,983	559,968	1,622,951		1,314,338	366,968	1,681,307
12	-	1,061,643	518,012	1,579,655		1,062,983	523,968	1,586,951		1,314,338	366,968	1,681,307
13	-	1,061,643	737,012	1,798,655		1,062,983	523,968	1,586,951		1,314,338	366,968	1,681,307
14	-	1,061,643	737,012	1,798,655		1,062,983	693,968	1,756,951		1,314,338	366,968	1,681,307
15	-	1,061,643	737,968	1,799,611		1,062,983	693,968	1,756,951		1,314,338	497,968	1,812,307
16	-	1,061,643	737,968	1,799,611		1,062,983	693,968	1,756,951		1,314,338	497,968	1,812,307
17	-	1,061,643	737,968	1,799,611		1,062,983	693,968	1,756,951		1,314,338	470,968	1,785,307
18	-	1,061,643	737,968	1,799,611		1,062,983	693,968	1,756,951		1,314,338	470,968	1,785,307
19	-	1,061,643	737,968	1,799,611		1,062,983	693,968	1,756,951		1,314,338	470,968	1,785,307
20	-	1,061,643	737,968	1,799,611		1,062,983	563,968	1,626,951		1,314,338	470,968	1,785,307
21	-	1,061,643	480,968	1,542,611		1,062,983	673,968	1,736,951		1,314,338	436,968	1,751,307
22	-	1,061,643	480,968	1,542,611		1,062,983	673,968	1,736,951		1,314,338	436,968	1,751,307
23	-	1,061,643	480,968	1,542,611		1,062,983	673,968	1,736,951		1,314,338	436,968	1,751,307
24	-	1,061,643	480,968	1,542,611		1,062,983	848,968	1,911,951		1,314,338	436,968	1,751,307
25	-	1,061,643	480,968	1,542,611		1,062,983	848,968	1,911,951		1,314,338	406,968	1,721,307
26	-	1,061,643	480,968	1,542,611		1,062,983	848,968	1,911,951		1,314,338	406,968	1,721,307
27	-	1,061,643	700,968	1,762,611		1,062,983	848,968	1,911,951		1,314,338	406,968	1,721,307
28	-	1,061,643	700,968	1,762,611		1,312,983	567,968	1,880,951		1,314,338	406,968	1,721,307
29	-	1,061,643	845,968	1,907,611		1,312,983	567,968	1,880,951		1,314,338	406,968	1,721,307
30	-	1,061,643	845,968	1,907,611		1,312,983	567,968	1,880,951		1,314,338	406,968	1,721,307
31						1,312,983	567,968	1,880,951				
Market Value-Gain (Lo		1,068,314	845,968	6,671	Market Valu	1,319,088	567,968	6,105	Market Valu	1,325,709	406,968	11,371
	BUDGETED	Proj'd CT	Proj'd LAIF	CUMULATIVE	BUDGETED	Proj'd CT	Proj'd LAIF	CUMULATIVE	BUDGETED	Proj'd CT	Proj'd LAIF	CUMULATIVE
	EARNINGS	mo. Int.	mo. Int.	Budget/Proj'd	EARNINGS	mo. Int.	mo. Int.	Budget/Proj'd	EARNINGS	mo. Int.	mo. Int.	Budget/Proj'd
Budget	\$1,375			\$13,750	\$1,375			\$15,125	\$1,375			\$16,500
Est. Earn.		\$1,340	\$290	\$12,607		1356	308	\$14,270		1,650	187	\$16,108

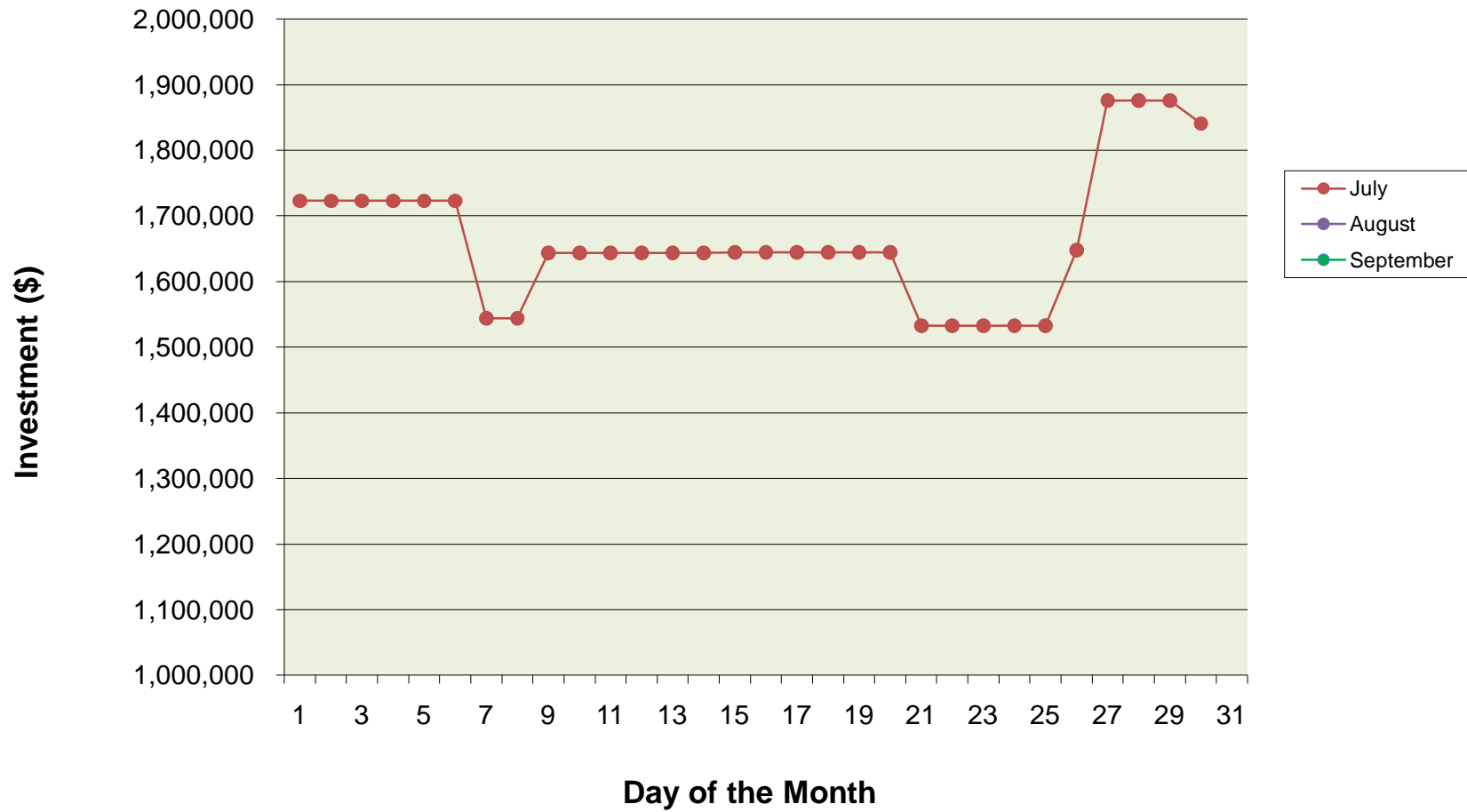
COMBINED INVESTMENTS



INVESTMENT REPORT FY2011

<u>Date</u>	<u>JULY</u>				<u>AUGUST</u>				<u>SEPTEMBER</u>			
	<u>Other</u>	<u>CalTrust</u>	<u>LAIF</u>	<u>Combined</u>	<u>Other</u>	<u>CalTrust</u>	<u>LAIF</u>	<u>Combined</u>	<u>Other</u>	<u>CalTrust</u>	<u>LAIF</u>	<u>Combined</u>
1		1,315,988	406,968	1,722,957				-				-
2		1,315,988	406,968	1,722,957				-				-
3		1,315,988	406,968	1,722,957				-				-
4		1,315,988	406,968	1,722,957				-				-
5		1,315,988	406,968	1,722,957				-				-
6		1,315,988	406,968	1,722,957				-				-
7		1,315,988	227,968	1,543,957				-				-
8		1,315,988	227,968	1,543,957				-				-
9		1,315,988	327,968	1,643,957				-				-
10		1,315,988	327,968	1,643,957				-				-
11		1,315,988	327,968	1,643,957				-				-
12		1,315,988	327,968	1,643,957				-				-
13		1,315,988	327,968	1,643,957				-				-
14		1,315,988	327,968	1,643,957				-				-
15		1,315,988	328,778	1,644,767				-				-
16		1,315,988	328,778	1,644,767				-				-
17		1,315,988	328,778	1,644,767				-				-
18		1,315,988	328,778	1,644,767				-				-
19		1,315,988	328,778	1,644,767				-				-
20		1,315,988	328,778	1,644,767				-				-
21		1,315,988	216,778	1,532,767				-				-
22		1,315,988	216,778	1,532,767				-				-
23		1,315,988	216,778	1,532,767				-				-
24		1,315,988	216,778	1,532,767				-				-
25		1,315,988	216,778	1,532,767				-				-
26		1,315,988	331,778	1,647,767				-				-
27		1,315,988	559,778	1,875,767				-				-
28		1,315,988	559,778	1,875,767				-				-
29		1,315,988	559,778	1,875,767				-				-
30		1,315,988	524,778	1,840,767				-				-
31		1,315,988	524,778	1,840,767				-				-
Market Value-Gain (Loss)					Market Value				Market Value			
	<u>BUDGETED</u>	<u>Proj'd CT</u>	<u>Proj'd LAIF</u>	<u>CUMULATIVE</u>	<u>BUDGETED</u>	<u>Proj'd CT</u>	<u>Proj'd LAIF</u>	<u>CUMULATIVE</u>	<u>BUDGETED</u>	<u>Proj'd CT</u>	<u>Proj'd LAIF</u>	<u>CUMULATIVE</u>
	<u>EARNINGS</u>	<u>mo. Int.</u>	<u>mo. Int.</u>	<u>Budget/Proj'd</u>	<u>EARNINGS</u>	<u>mo. Int.</u>	<u>mo. Int.</u>	<u>Budget/Proj'd</u>	<u>EARNINGS</u>	<u>mo. Int.</u>	<u>mo. Int.</u>	<u>Budget/Proj'd</u>
Budget	\$1,250			\$1,250	\$1,250			\$2,500	\$1,250			\$3,750
Est. Earn.		\$1,608	\$156	\$1,764				\$1,764				\$1,764

COMBINED INVESTMENTS





LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

Providing Solutions to California Public Agencies

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

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

EC Meeting: 8-12-10

Item: 6A

CURRENT CLIENTS:

The following is a listing of LGS and RGS current clients. LGS has 43 positions supporting clients and RGS has 33 positions supporting clients and JPA administration.

Cities

Belvedere
Rohnert Park
Sausalito
Vallejo

Calistoga
San Rafael
Stockton

Other Agencies

Consortium IV
Marin Emergency Radio Authority
Marin General Services Authority
Menlo Park Fire Protection District
Sonoma-Marin Area Rail Transit District
Transbay Joint Powers Authority
Ventura Co. Medi-Cal Managed Care Comm.

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

POTENTIAL CLIENTS AND CHANGES TO CURRENT CLIENT SERVICES:

Discussions with Infrequent but on-going discussions have taken place with Southern Marin Sanitation District and the Town of Ross, and with the Marin Telecommunications Authority for RGS to hire a General Manager.

C-IV is winding down the Training phase of their implementation program, with one position eliminated in late March and the remaining four eliminated in July. A C-IV Technical Manager was added August 1, 2010.

Other existing clients have added additional positions to compliment their existing staffing.

POTENTIAL MEMBER AGENCIES:

Agency	Contact	Contact	
County of Marin	Matthew Hymel, County Administrator	Mona Miyasato, Chief Asst County Administrator	RHA: followed up with Dave Hill. Back in Matthew's court.
City of Albany	Beth Pollard, City Administrator		
Town of San Anselmo	Debbie Stutsman, Town Manager		
City of Mountain View			Mike: in discussions
City of Mission Viejo		Irwin Bornstein, Asst City Mgr/Dir. of Admin. Services	RHA: mild interest
City of Pleasanton	Nelson Fialho, City Manager		
City of Concord	Dan Keen, City Mgr		Ken discussed with Dan; RHA followed up and will send sample staff rpt.
City of Dublin	Joni Pattillo, City Mgr		Mike: talked with & scheduled mtg to discuss.

**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	Marin Energy RGS	Marin Transit RGS	VCHOS RGS	Sausalito RGS	San Rafael RGS	Stockton RGS	Rohnert Park RGS	Twin Cities RGS	Vallejo RGS	Small Projects RGS	Total FTE	Total Position count
Administrative Analyst	Carla Overberger				1.00														1.00	1.00
Administrative Analyst	Sandra Sato																0.25		0.25	1.00
Administrative Assistant	Tiffany Buraglio	0.25																	0.25	1.00
Administrative Assistant	Mary Mayhew	0.25																	0.25	1.00
Administrative Assistant	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 Financial Officer	Fred Clarke			0.70															0.70	1.00
Communications Specialist	Sharon Olson															0.25			0.25	1.00
Community Mobility Manager	Paul Branson									1.00									1.00	1.00
Director of Human Resources/HR Consultant	Jennifer Bower	0.60																0.20	0.80	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 Director/CFO	Richard Averett	1.00																	1.00	1.00
Executive Director - MGSA	Paul Berlant				0.50														0.50	1.00
Executive Director - MTA	Barbara Thornton				0.75														0.75	1.00
Executive Officer - MERA	Maureen Cassingham				0.25														0.25	1.00
Human Resources Analyst/Consultant	Rich Oppenheim																	0.10	0.10	1.00
Human Resources Consultant	Teresa Bryerton																0.60	0.05	0.65	1.00
Human Resources Consultant	Andrea Greenberg																	0.10	0.10	1.00
Human Resources Consultant	Kristine Humphries	0.10																	0.10	1.00
Human Resources Consultant	Gail Papworth																	0.25	0.25	1.00
Human Resources Consultant	Chuck Rose	0.25																	0.25	1.00
Human Resources Consultant	Pamela Toconis																0.60		0.60	1.00
Human Resources Director/Consultant	Leslie Loomis												1.00						1.00	1.00
Human Resources Manager/Consultant	Sophia Selivanoff														0.50			0.05	0.55	1.00
Human Resources Manager	Maribeth Linhart							0.50											0.50	1.00
Interim Department Director	Gus Duran													1.00					1.00	1.00
Program Manager, AVAP	Jeff Rawles				0.57														0.57	1.00
Project Manager	Beth Rasmussen								1.00										1.00	1.00
Public Information Coordinator	Trudy Totty		0.50																0.50	1.00
Technical Manager	Jon Burkett						1.00												1.00	1.00
Transportation Planner	Sean Heggeth									1.00									1.00	1.00
Total RGS FTE by Client		2.45	1.50	0.70	3.07	0.75	1.00	0.50	2.00	2.00	0.00	0.85	2.00	1.00	0.50	0.25	1.45	0.75	20.77	
Total RGS Positions by Client		6	2	1	5	1	1	1	2	2	0	1	2	1	1	1	3	3	33.00	33.00

Legend	Yellow: Pending	New clients (under small projects)
	Pink: Pending separation from employment	Clients/Employees Leaving
	Green: FTE counts/totals	Tangerine Position counts/totals



LOCAL AND REGIONAL GOVERNMENT SERVICES AUTHORITIES

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TO: EXECUTIVE COMMITTEE **EC Meeting: 8-12-10**
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
August 12 (Thursday)	Yes			Teleconference	
September 9 (Thursday)	Yes			Teleconference	Recommend Cancelling
October 14 (Thursday)	Yes			Teleconference	
November 18 (Thursday)	Yes			Teleconference	
December 9 (Thursday)	Yes			Teleconference	
January 13 (Thursday)	Yes			Teleconference	
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	Election of Officers, FY12 Budget, Investment Policy, Rules & Regs	Cavallo Point, Marin County	
July 14 (Thursday)	Yes			Teleconference	