



CITY OF HUGHSON
CITY COUNCIL MEETING
City Hall Council Chambers
7018 Pine Street, Hughson, CA

AGENDA
MONDAY, OCTOBER 8, 2012 – 7:00 P.M.

CALL TO ORDER: Mayor Ramon Bawan

ROLL CALL: Mayor Ramon Bawan
Mayor Pro Tem Matt Beekman
Councilmember Jill Silva
Councilmember George Carr
Councilmember Jeramy Young

FLAG SALUTE:

INVOCATION:

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):

Members of the Audience may address the City Council on any item of interest to the public pertaining to the City and may step to the podium, State their name and City of Residence for the record (requirement of Name and City of Residence is optional) and make their presentation. Please limit presentations to five minutes. Since the City Council cannot take action on matters not on the agenda, unless the action is authorized by Section 54954.2 of the Government Code, items of concern, which are not urgent in nature can be resolved more expeditiously by completing and submitting to the City Clerk a "Citizen Request Form" which may be obtained from the City Clerk.

2. PRESENTATIONS: None.

3. CONSENT CALENDAR:

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

3.1: Approval of the September 24, 2012 Regular City Council Minutes.

3.2: Approval of the Warrants.

3.3: Adopt Resolution No. 2012-46, Approving the 2012-2013 Allocation Agreement for Community Development Block Grant (CDBG) Entitlement Funds with Stanislaus County and Authorizing the City Manager to Sign the Allocation Agreement.

4. UNFINISHED BUSINESS: None.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING:

5.1: Consider Resolution No. 2012-45, Adopting the Supplemental Law Enforcement Services (COPS) Funds 2012-2013 Funding Allocation and Expenditure Plan.

6. NEW BUSINESS:

6.1: Review and Approve an Expenditure of \$12,044.30 from IT Reserve Hardware – Replacement for the Purchase of Replacement Computer Server and other Network Equipment.

6.2: Consider a Contract Agreement with Regional Government Services for Management and Administrative Services.

7. CORRESPONDENCE: None.

8. COMMENTS:

8.1: Staff Reports and Comments: (Information Only – No Action)

City Manager:

City Clerk:

Community Development Director:

Director of Finance:

Police Services:

City Attorney:

8.2: Council Comments: (Information Only – No Action)

8.3: Mayor’s Comments: (Information Only – No Action)

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: None.

10. REPORT FROM CLOSED SESSION: None.

ADJOURNMENT:

WAIVER WARNING

If you challenge a decision/direction of the City Council/Redevelopment Agency in court, you may be limited to raising only those issues you or someone else raised at a public hearing(s) described in this Agenda, or in written correspondence delivered to the City of Hughson at or prior to, the public hearing(s).

UPCOMING EVENTS:

October 9	▪ Parks & Recreation Meeting, Council Chambers 6:00p.m.
October 13	▪ Hughson Family Resource Center’s “Harvest of Promise” Awards Dinner, St. Anthony’s Church, 6-9:30pm
October 16	▪ Planning Commission Meeting, Council Chambers, 6:00pm
October 22	▪ City Council Meeting, Council Chambers, 7:00pm
November 12	▪ Veterans Day- City Hall will be closed.
November 13	▪ City Council Meeting, Council Chambers, 7:00pm (Tuesday)
November 14	▪ Parks & Recreation Meeting, Council Chambers 6:00p.m. (Wednesday)
November 20	▪ Planning Commission Meeting, Council Chambers, 6:00pm
November 26	▪ City Council Meeting, Council Chambers, 7:00pm (Tuesday)
December 10	▪ City Council Meeting, Council Chambers, 7:00pm
December 11	▪ Parks & Recreation Meeting, Council Chambers 6:00p.m.
December 18	▪ Planning Commission Meeting, Council Chambers, 6:00pm

RULES FOR ADDRESSING CITY COUNCIL

Members of the audience who wish to address the City Council are requested to complete one of the forms located on the table at the entrance of the Council Chambers and submit it to the City Clerk. **Filling out the card is voluntary.**

**AMERICANS WITH DISABILITIES ACT/CALIFORNIA BROWN ACT
NOTIFICATION FOR THE CITY OF HUGHSON**

This agenda shall be made available upon request in alternative formats to persons with a disability; as required by the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12132) and the Ralph M. Brown Act (California Government Code Section 54954.2).

Disabled or Special needs Accommodation: In compliance with the Americans with Disabilities Act, persons requesting a disability related modification or accommodation in order to participate in the meeting and/or if you need assistance to attend or participate in a City Council meeting, please contact the City Clerk’s office at (209) 883-4054. Notification at least 48-hours prior to the meeting will assist the City Clerk in assuring that reasonable accommodations are made to provide accessibility to the meeting.

AFFIDAVIT OF POSTING

DATE: October 5, 2012 **TIME:** 12:00pm
NAME: Dominique Spinale **TITLE:** Deputy City Clerk

Notice Regarding Non-English Speakers:

Pursuant to California Constitution Article III, Section IV, establishing English as the official language for the State of California, and in accordance with California Code of Civil Procedures Section 185, which requires proceedings before any State Court to be in English, notice is hereby given that all proceedings before the City of Hughson City Council shall be in English and anyone wishing to address the Council is required to have a translator present who will take an oath to make an accurate translation from any language not English into the English language.

General Information: The Hughson City Council meets in the Council Chambers on the second and fourth Mondays of each month at 7:00 p.m., unless otherwise noticed.

Council Agendas: The City Council agenda is now available for public review at the City's website at www.hughson.org and City Clerk's Office, 7018 Pine Street, Hughson, California on the Friday, prior to the scheduled meeting. Copies and/or subscriptions can be purchased for a nominal fee through the City Clerk's Office.

Questions: Contact the City Clerk at (209) 883-4054



CITY OF HUGHSON
CITY COUNCIL MEETING
City Hall Council Chambers
7018 Pine Street, Hughson, CA

MINUTES
MONDAY, SEPTEMBER 24, 2012 – 7:00 P.M.

CALL TO ORDER: Mayor Ramon Bawan

ROLL CALL:

Present: Mayor Ramon Bawan
Mayor Pro Tem Matt Beekman
Councilmember Jill Silva
Councilmember George Carr
Councilmember Jeramy Young

Staff Present: Bryan Whitemyer, City Manager
Dan Schroeder, City Attorney
Darin Gharat, Chief of Police Services
Thom Clark, Community Development Director
Margaret Souza, Director of Finance
Lisa Whiteside, Finance Manager

FLAG SALUTE: Mayor Ramon Bawan

INVOCATION: Hughson Ministerial Association

1. PUBLIC BUSINESS FROM THE FLOOR (No Action Can Be Taken):

Resident Loue Talley shared her concerns about the speeding cars on Tully Road.

Resident Daniel Bell also shared his concerns about the speeding cars on Tully Road and requested that a stop sign be installed in the area.

2. PRESENTATIONS: None.

3. CONSENT CALENDAR:

All items listed on the Consent Calendar are to be acted upon by a single action of the City Council unless otherwise requested by an individual Councilmember for special consideration. Otherwise, the recommendation of staff will be accepted and acted upon by roll call vote.

- 3.1: Approval of the September 10, 2012 Regular City Council Minutes.
- 3.2: Approval of the Warrants.
- 3.3: Approval of the Treasurer's Report for July 2012.
- 3.4: Approve and waive the second reading and adoption of Ordinance No. 2012-01, an Ordinance of the City Council of the City of Hughson Amending the Development Agreement By and Between the City of Hughson and Andrew F. Fontana, George Harcrow, and HFR Partners, LLC Relating to the Development Known as Fontana Ranch Estates North.
- 3.5: Approve Resolution No. 2012-44, accepting completion of the Water Tank Paint Project and authorizing the City Clerk to File a Notice of Completion.

Consent Calendar Item 3.3 was pulled for discussion.

Silva/Carr 5-0-0-0 motion passes to approve Consent Calendar Items 3.1, 3.2, 3.4, and 3.5.

Council discussed Item 3.3 with Staff.

Beekman/Silva 5-0-0-0 motion passes to approve Consent Calendar Item 3.3.

4. UNFINISHED BUSINESS:

- 4.1: Review and Approve the Goals and Objectives Update.

City Manager Whitemyer reviewed the Goals and Objectives Update with the Council in detail, informing them of the status and progress of each of the goals. The Council discussed some of the items and approved the update. No motions or roll call were taken.

5. PUBLIC HEARING TO CONSIDER THE FOLLOWING: None.

6. NEW BUSINESS:

6.1: Approve the Annual Report of AB1600 Fees for Fiscal Year Ending 2012.

Director Souza reviewed this item with Council. The Council further discussed this item with Staff.

Young/Silva 5-0-0-0 motion passes to approve the Annual Report of AB1600 Fees for Fiscal Year Ending 2012.

7. CORRESPONDENCE: None.

8. COMMENTS:

8.1: Staff Reports and Comments: (Information Only – No Action)

City Manager: City Manager Whitemyer shared the success of the Harvest Festival on September 15 and 16 and reminded Council about the LOVE Hughson Event on September 29.

City Clerk:

Community Development Director:

Director of Finance:

Police Services: Chief Gharat shared the success of the Harvest Festival and then spoke to the Council regarding the speeding complaints on Tully Road.

City Attorney:

8.2: Council Comments: (Information Only – No Action)

Councilmember Silva discussed her attendance at the Harvest Festival.

Mayor Pro Tem Beekman updated the Council on his attendance at a StanCOG meeting.

8.3: Mayor's Comments: (Information Only – No Action)

Mayor Bawanan updated the Council on the Harvest Festival and the Walk for Life Event.

9. CLOSED SESSION TO DISCUSS THE FOLLOWING: None.

10. REPORT FROM CLOSED SESSION: None.

ADJOURNMENT: Mayor Bawanan adjourned the meeting at 8:12p.m.

RAMON BAWANAN, Mayor

DOMINIQUE SPINALE, Deputy City Clerk

REPORT.: Oct 04 12 Thursday
 RUN....: Oct 04 12 Time: 12:11
 Run By.: KATHY DAHLIN

City of Hughson
 Cash Disbursement Detail Report
 Check Listing for 09-12 Bank Account.: 0100

PAGE: 001
 ID #: PY-DP
 CTL.: HUG

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
42884	9/25/2012	SIG02	SIGNTECH	\$ (5,735.00)	110354u	Ck# 042884 Reversed
42924	9/25/2012	ABS00	ABS PRESORT	\$ 800.00	20120924	POSTAGE 10/12
42925	9/25/2012	ATT01	AT&T	\$ 1,452.42	B20924	PHONE
42926	9/25/2012	AVA00	AVAYA, INC	\$ 76.49	273212045	PHONE-CITY HALL
				\$ 60.11	273212177	PHONE -WWTP
			Check Total:	\$ 136.60		
42927	9/25/2012	CSJ03	CSJVRMA	\$ 18,823.00	20130119	2012/2013 2ND QTR LIABILITY & WORKERS COMP
42928	9/25/2012	DEP14	DEPT OF PESTICIDE	\$ 60.00	B20925	RENEWAL FOR A.FONTANA
42929	9/25/2012	EMP01	STATE OF CALIFORNIA	\$ 1,362.23	B20925	PAYROLL TAXES
42930	9/25/2012	FGL00	FGL ENVIRONMENTAL	\$ 187.00	237415A	WELL WATER MONITORING
				\$ 490.00	237586A	WELL WATER MONITORING
				\$ 95.00	237750A	WELL WATER MONITORING
				\$ 250.00	237805A	WELL WATER MONITORING
				\$ 50.50	237935A	WELL WATER MONITORING
			Check Total:	\$ 1,072.50		
42931	9/25/2012	HAR02	THE HARTFORD	\$ 604.13	B20925	DEFERRED COMPENSATION
42932	9/25/2012	NEU01	NEUMILLER & BEARDSLEE	\$ 1,200.00	250802	LEGAL SVCS-GENERAL
				\$ 2,603.43	250807	LEGAL SVCS-GENERAL
				\$ 140.00	250808	LEGAL SVCS-PLANNING & BLD
				\$ 340.95	250835	LEGAL SVCS-SPECIAL
				\$ 140.00	250836	LEGAL SVCS - SPECIAL
				\$ 2,425.00	250837	LEGAL SVCS-RDA
			Check Total:	\$ 6,849.38		
42933	9/25/2012	PER01	P.E.R.S.	\$ 8,033.05	B20925	RETIREMENT
42934	9/25/2012	PUR01	PURCHASE POWER	\$ 174.70	2012257	POSTAGE
42935	9/25/2012	SIG02	SIGNTECH	\$ 5,735.00	110354A	WATER TANK LOGO (REPL CK)
42936	9/25/2012	STA23	CitiStreet	\$ 20.00	B20925	DEFERRED COMPENSATION
42937	9/25/2012	UNI07	UNITED WAY OF STANISLAUS	\$ 9.00	B20925	UNITED WAY
42938	9/25/2012	USH00	US HEALTHWORKS MEDICAL	\$ 94.00	2154243CA	PROFESSIONAL SVCS
42939	9/25/2012	VSP01	VISION SERVICE PLAN	\$ 404.09	B20924	MEDICAL INSURANCE WITHHEL
42940	9/25/2012	WIL01	CORBIN WILLITS SYSTEM	\$ 571.40	B209151	ENHANCEMENT & SERVICE FEES
42941	9/25/2012	YOU02	YOUNG, JERAMY	\$ 597.13	B20925	REIMB FOR EXPENSES-CONF. 9/12
			Cash Account Total:	\$ 41,063.63		
			Total Disbursements:	\$ 41,063.63		

REPORT.: Oct 05 12 Friday
 RUN....: Oct 05 12 Time: 09:58
 Run By.: KATHY DAHLIN

City of Hughson
 Cash Disbursement Detail Report
 Check Listing for 10-12 Bank Account.: 0100

PAGE: 001
 ID #: PY-DP
 CTL.: HUG

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Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
42942	10/5/2012	ALL05	ALLIED ADMINISTRATORS	\$ 2,137.50	B21004	DELTA DENTAL 11/12
42943	10/5/2012	BRA00	BRANDING IRON	\$ 268.69	17789	RMA MEETING EXPENSE
42944	10/5/2012	CAR08	CAROLLO ENGINEERS	\$ 13,226.40	124187	WWTP UPGRADES & EXP PROJ
42945	10/5/2012	CDP00	CALIFORNIA DEPARTMENT OF	\$ 13,867.18	1260666	WATER SYSTEM FEES 7/2011-6/12
42946	10/5/2012	CEN14	CENTRAL JANITOR'S SUPPLY	\$ 172.85	11148001	SANITARY SUPPLIES PARKS DEPT
				\$ 278.25	11148003	SANITARY SUPPLIES CITY HALL
				\$ 66.87	11148004	SANITARY SUPPLIES
			Check Total:	\$ 517.97		
42947	10/5/2012	CHA01	CHARTER COMMUNICATION	\$ 84.99	B21004	IP ADDRESS 10/12
42948	10/5/2012	CLA03	CLARK'S PEST CONTROL	\$ 102.00	13303958	PEST CONTROL
				\$ 57.00	13334964	PEST CONTROL
			Check Total:	\$ 159.00		
42949	10/5/2012	COD00	CODE PUBLISHING COMPANY	\$ 3,358.35	41477	MUNICIPAL CODE UPDATE
42950	10/5/2012	CON14	CONDOR EARTH TECHNOLOGIES	\$ 4,576.44	64699	GROUND WATER MONITORING
42951	10/5/2012	COO01	COOPER CONTROLS, INC.	\$ 1,374.48	7093	SERVICED FLOW METERS
42952	10/5/2012	ENV02	ENVIRONMENTAL SYSTEMS	\$ 1,788.93	26236	STREET SWEEPING 9/12
42953	10/5/2012	EST02	ESTRADA, NEREIDA	\$ 235.00	B21004	CANCELLATION 10/6 - REFUND RENT
42954	10/5/2012	EXP00	EXPRESS PERSONNEL SERVICE	\$ 432.00	115105090	EXTRA HELP - WWTP & WATER
				\$ 540.00	115339509	EXTRA HELP - WWTP & WATER
				\$ 432.00	115746265	EXTRA HELP - WWTP & WATER
			Check Total:	\$ 1,404.00		
42955	10/5/2012	GAN00	GANDARILLA, ROSA	\$ 210.00	B21004	REFUND DEPOSIT 9/24/12
42956	10/5/2012	HUG03	HUGHSON CHRONICLE	\$ 89.00	100812	2012 HARVEST FESTIVAL AD
				\$ 79.60	100924	LEGAL #6886 RESO FOR (COPS) FUND
				\$ 85.00	B21004	SUBSCRIPTION RENEWAL 3 YRS
			Check Total:	\$ 253.60		
42957	10/5/2012	HUG11	HUGHSON FARM SUPPLY	\$ 25.72	0412811IN	GAS CAN
42958	10/5/2012	HUG34	VALLEY PARTS WAREHOUSE, I	\$ 3.11	68398	FUSE
42959	10/5/2012	JOH02	JOHNSON DRILLING CO	\$ 99,376.00	7287	WELL #7 REPLACEMENT TEST WELL
42960	10/5/2012	KUB00	KUBWATER RESOURCES, INC	\$ 812.61	3015	POLYMER
42961	10/5/2012	MEN05	DARIO MENDOZA	\$ 99.90	000B210011	MEDICAL REIMB 8/2012
42962	10/5/2012	MOS01	MOSS, LEVY & HARTZHEIM, L	\$ 3,030.00	3941	COMPLETION OF AB1484 LOW MODERATE FUNDS
42963	10/5/2012	NAT08	NATIONAL METER & AUTOMATI	\$ 479.32	510377161	REPAIR DATA COLLECTOR

42964	10/5/2012	ORC01	ORCHARD SUPPLY HARDWARE	\$	311.70	B21004	REPLACEMENT SWAMP COOLER
42965	10/5/2012	PAC05	PACIFIC PLAN REVIEW	\$	3,510.02	B21004	INSPECTION SVCS & PLAN CK 9/2012
42966	10/5/2012	PGE01	PG & E	\$	88.97	B21004	UTILITIES
42967	10/5/2012	ROL00	ROLFE CONSTRUCTION	\$	154,728.00	1216-01	NON-MOTORIZED IMPLEMENTATION PINE ST
42968	10/5/2012	SAN05	SAN JOAQUIN VALLEY	\$	1,177.88	N93681	PRORATED PERMIT TO OPERATE N5079
42969	10/5/2012	SHR02	SHRED-IT CENTRAL CA	\$	111.72	940088891	SHREDDING
42970	10/5/2012	TID01	TURLOCK IRRIGATION DIST.	\$	24,024.17	B21004	ELECTRIC
42971	10/5/2012	USA02	USA MOBILITY	\$	11.65	V0190776J	PAGER SERVICE
42972	10/5/2012	WAR00	WARDEN'S OFFICE	\$	11.05	17604570	OFFICE SUPPLIES
				\$	68.11	17611450	OFFICE SUPPLIES
			Check Total:	\$	79.16		
42973	10/5/2012	WHE00	WHEELER, CLYDE	\$	29,998.65	4474	WATER IRRIGATION CONNECTION WELL #6
42974	10/5/2012	WHI05	WHITEMYER, BRYAN	\$	203.13	B21004	MILEAGE REIMB 2012 CAJPA CONF
42975	10/5/2012	WIL10	WILSON TECHNOLOGIES	\$	305.00	8182	REPROGRAM PHONES
42976	10/5/2012	\M014	MOORE, JEFF	\$	80.00	000B21001	MQ CUSTOMER REFUND FOR MOO0021
42977	10/5/2012	\P010	PIERCE, BRUCE & MALINDA	\$	55.17	000B21001	MQ CUSTOMER REFUND FOR PIE0006
42978	10/5/2012	\R006	RAMIREZ, FERNANDO	\$	47.12	000B21001	MQ CUSTOMER REFUND FOR RAM0042
			Cash Account Total:	\$	362,021.53		
			Total Disbursements:	\$	362,021.53		



CITY OF HUGHSON AGENDA ITEM NO. 3.3

SECTION 3: CONSENT CALENDAR

Meeting Date: October 8, 2012
Presented By: Thom Clark, Director of Community Development
Subject: Consideration of Resolution No. 2012-46, A Resolution of the City Council of the City of Hughson Approving the 2012-2013 Allocation Agreement for Community Development Block Grant (CDBG) Entitlement Funds with Stanislaus County and Authorizing the City Manager to Sign the Allocation Agreement
Desired Action: Adopt Resolution No. 2012-46

Approved: _____

Background:

On May 10, 2010, the Hughson City Council adopted Resolution No. 2010-11, authorizing a cooperative agreement between the City of Hughson and Stanislaus County for the purpose of becoming a part of the Stanislaus County Community Development Block Grant (CDBG) Consortium and to jointly undertake community development and housing assistance activities.

On November 22, 2010, the Hughson City Council, by motion order, approved a project list to be included in the Stanislaus County CDBG Consortium Annual Action Plan for Fiscal Year 2011-2012. The list includes capital improvements to curb, gutter, sidewalks, or storm drains located within primarily residential areas of the older parts of the City.

At the May 29 City Council Meeting, Staff reviewed a memorandum and spreadsheet with the updated capital projects, their funding sources, and estimated bid and completion dates. This spreadsheet included the projects listed in the CDBG Consortium Annual Action Plan.

The Allocation Agreement specifies the share of CDBG entitlement funds the City of Hughson (and other participating cities with the County) will receive in fiscal year 2012-2013, determined by a poverty and population formula.

Hughson's share of the entitlement monies for this year is \$125,727. The City's share of funds has decreased from last year's share of \$146,433. The cities of Ceres, Newman, Oakdale, Patterson, and Waterford's shares of the funding have

also decreased, as Stanislaus County received \$324,460 less than last year's grant.

Fiscal Impact:

Expenditures and revenue from the CDBG entitlement will be included in the final budget for this fiscal year.

Staff Recommendation:

Adopt Resolution No. 2012-46, approving the 2012-2012 Allocation Agreement for the Community Development Block Grant (CDBG) Entitlement Funds with Stanislaus County and authorizing the City Manager to sign the Allocation Agreement.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2012-46

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
APPROVING AN ALLOCATION AGREEMENT FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT (CDBG) ENTITLEMENT FUNDS WITH
STANISLAUS COUNTY AND AUTHORIZING THE CITY MANAGER TO SIGN
THE AGREEMENT**

WHEREAS, on May 10, 2010, the Hughson City Council took action to join the Stanislaus County CDBG Consortium to insure a yearly allocation of Community Development Block Grant (CDBG) entitlement funds; and

WHEREAS, the Stanislaus County CDBG Consortium program is administered by the County of Stanislaus; and

WHEREAS, Stanislaus County, using a formula based upon population and poverty, has allocated CDB funds to each city within the Consortium with Hughson's entitlement for fiscal year 2012/2013 set at \$125,727; and

WHEREAS, an Allocation Agreement between the City of Hughson and Stanislaus County is needed for the City of Hughson to access the funding; and

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Hughson does hereby approve the Allocation Agreement with Stanislaus County for CDBG entitlement funds in fiscal year 2012/2013; and

THEREFORE, BE IT FURTHER RESOLVED that the City Manager is hereby authorized to sign the agreement.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 8th day of October, 2012 by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

RAMON BAWANAN, Mayor

DOMINIQUE SPINALE, Deputy City Clerk

ALLOCATION AGREEMENT

This Allocation Agreement (“Agreement”) is made by and between the County of Stanislaus (the “County”) and the Cities of Ceres, Hughson, Newman, Oakdale, Patterson and Waterford (the “City” individually or “Cities” collectively) on **July 1, 2012**.

Introduction

A. Stanislaus County applied for and is qualified to receive an entitlement grant under the Community Development Block Grant (“CDBG”) program for FY 2012-2013 in the amount **\$1,972,737** as an “Urban County” as set forth under Title I of the Housing and Community Development Act of 1974, and Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended by the Housing and Community Development Act of 1992; and

B. The parties desire that CDBG entitlement funds received by the County as an “Urban County” be shared proportionally, as determined by poverty and population formula, among the parties; and

NOW, THEREFORE, each party agrees as follows:

1. The County and each City shall receive an allocation based upon a population and poverty calculation as set forth below:

Jurisdiction	Poverty & Population
Stanislaus County	\$362,430
Ceres	\$187,213
Hughson	\$125,727
Newman	\$145,786
Oakdale	\$169,165
Patterson	\$178,247
Waterford	\$137,180
TOTAL	\$1,305,748

2. The County shall also receive an amount not to exceed twenty percent of the total FY 2012-2013 CDBG entitlement funds for eligible general administrative services as defined in 24 CFR Part 570.206, which amount shall be set aside prior to any allocation of funds to the County and Cities under Section 1 of this Agreement.

3. An amount not to exceed ten percent of the total FY 2012-2013 CDBG entitlement funds shall be allocated for eligible public services, as defined in 24 CFR Part 570.201, and related projects under the Stanislaus County CDBG Public Service Grant Program.

4. An amount not to exceed \$25,000 shall be allocated for Consortium Fair Housing activities, as defined in 24 CFR Part 570.206 (c).

5. An amount not to exceed \$105,000 shall be allocated for Economic Development related activities such as entrepreneurial opportunities to qualified individuals through partnerships with local stakeholders within Stanislaus County unincorporated areas or incorporated areas of the Urban County partner Cities.

6. An amount not to exceed \$35,000 shall be allocated to Neighborhood Revitalization Strategy activities as identified in the Airport and Parklawn Neighborhood Revitalization Strategy Areas plan.

7. Upon notification of a City's intent to apply for grants available to "Urban Counties" under applicable law, the County, as lead agency, shall apply for such grants on behalf of that City.

8. Activities proposed by the Cities insofar as they are consistent with applicable statutes and regulations, shall be processed for inclusion by County in the Consolidated Plan and Annual Action Plan consistent with the recommendations of the

Policy Committee or the majority of the parties to this agreement.

9. Each party has the responsibility to ensure its activities comply with the FY 2012-2013 grant program. No party, or any of its officers or employees, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by any other party under or in connection with any work delegated to that party under this Agreement. The parties further agree, pursuant to Government Code section 895.4, that each party shall fully indemnify and hold harmless every other party and its agents, officers, employees and contractors from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorney fees, arising out of, resulting from, or in connection with any work delegated to or action taken or omitted to be taken by such party under this Agreement. Notwithstanding the foregoing, all parties shall be equally responsible for any damage or liability occurring by reason of any actions taken by the County on behalf of the parties to this Agreement, consistent with any recommendation of the Policy Committee or a majority of the parties to this Agreement.

10. Each party agrees to comply with OMB A-133 reporting requirements which set forth standards for obtaining consistency and uniformity among Federal agencies for the audit of States, local governments, and non-profit organizations expending Federal awards.

11. Pursuant to Government Code section 6505, each party shall be strictly accountable for all CDBG entitlement funds allocated to that party.

12. This Agreement may be signed in counterparts and shall bind each signatory to the Agreement.

IN WITNESS WHEREOF, the parties have executed the above instrument on the day and year first hereinabove written.

– Signatures on following pages –

COUNTY OF STANISLAUS

By _____
William O'Brien
Chairman of the Board of Supervisors

_____ Dated

ATTEST: Christine Ferraro-Tallman
Clerk of the Board of Supervisors
of the County of Stanislaus, State of California

By _____
Elizabeth King
Assistant Clerk

APPROVED AS TO CONTENT:
Angela Freitas, Director
Planning and Community Development Department

By _____
Angela Freitas
Director

APPROVED AS TO FORM:
John P. Doering
County Counsel

By _____
Thomas E. Boze
Deputy County Counsel

CITY OF CERES

By _____
Chris Vierra
Mayor

_____ Dated

ATTEST:

By _____
Cindy Heidorn
City Clerk

APPROVED AS TO CONTENT:

By _____
Chief Art De Werk
Acting City Manager

APPROVED AS TO FORM:

By _____
Mike Lyons
City Attorney

CITY OF HUGHSON

By _____
Ramon Bawanan
Mayor

_____ Dated

ATTEST:

By _____
Linda Abid-Cummings
City Clerk

APPROVED AS TO CONTENT:

By _____
Bryan Whitemyer
City Manager

APPROVED AS TO FORM:

By _____
Daniel Schroeder
City Attorney

CITY OF NEWMAN

By _____
Ed Katen
Mayor

_____ Dated

ATTEST:

By _____
Mike Maier
Deputy City Clerk

APPROVED AS TO CONTENT:

By _____
Michael E. Holland
City Manager

APPROVED AS TO FORM:

By _____
Tom Hallinan
City Attorney

CITY OF OAKDALE

By _____
Pat Paul
Mayor

_____ Dated

ATTEST:

By _____
Nancy Lilly
City Clerk

APPROVED AS TO CONTENT:

By _____
Stan Feathers
Interim City Manager

APPROVED AS TO FORM:

By _____
Tom Hallinan
City Attorney

CITY OF PATTERSON

By _____
Luis I. Molina
Mayor

_____ Dated

ATTEST:

By _____
Maricela L. Vela
City Clerk

APPROVED AS TO CONTENT:

By _____
Rod Butler
City Manager

APPROVED AS TO FORM:

By _____
George Logan
City Attorney

CITY OF WATERFORD

By _____
Charlie Goeken
Mayor

_____ Dated

ATTEST:

By _____
Lori Martin
City Clerk

APPROVED AS TO CONTENT:

By _____
Tim Ogden
City Manager

APPROVED AS TO FORM:

By _____
Corbett Browning
City Attorney



CITY OF HUGHSON AGENDA ITEM NO. 5.1

SECTION 5: PUBLIC HEARING

Meeting Date: October 8, 2012
Subject: Supplemental Law Enforcement Services (COPS) Funds
2012-2013 Funding Allocation and \$190,000 Expenditure
Plan
Presented By: Darin Gharat, Chief of Police
Approved By: _____

RECOMMENDATION:

Hold public hearing and approve a resolution adopting the Supplemental Law Enforcement Services (COPS) Funds 2012-2013 Funding Allocation and \$190,000 Expenditure Plan.

BACKGROUND AND OVERVIEW:

The purpose of this agenda item is to conduct a public hearing required by California Government Code 30061 regarding the planned expenditure of Supplemental Law Enforcement Services Funds (SLESF) for Law Enforcement Services within the City of Hughson.

The City of Hughson receives SLESF funding from the State through the California Citizens Option of Public Safety (COPS) program on an annual basis. Prerequisites for receiving this funding require a public hearing to discuss the proposed use of the funds. The funding must be utilized to enhance front line law enforcement services. Specifically, funding will be used for law enforcement presence at local schools, regional narcotic enforcement, directed patrols at citywide events, and general patrols throughout the city

Each year the City typically receives \$100,000 in COPS funding. This funding needs to be spent over the course of two fiscal years. Funds not spent during that time must be returned. To ensure that these funds stay in our community it is proposed that the City of Hughson utilize \$190,000 in SLESF allocations in the 2012-2013 Fiscal Year. These funds will be used to fund a Deputy Sheriff-Coroner position to increase law enforcement presence and capacity within the City of Hughson. This position will also serve as a part-time School Resource Officer (SRO) that will work at the schools and still provide some general law enforcement to the city as a whole. The SRO would work a 4/10 schedule, from Wednesday to

Saturday. The SRO would work from 7 AM to 5 PM on Wednesday and Thursday and work 12 PM to 10 PM on Friday and Saturdays. We believe this schedule provides a level of flexibility that meets the needs of the school, such as presence at athletic events and other activities on Friday evenings, and still provide general law enforcement to the city as a whole. The cost of this position is approximately \$120,000 annually.

Additionally, these funds will be utilized to fund part-time enforcement to improve the quality of life within the City of Hughson. These services will include code enforcement, traffic enforcement, drug enforcement, and special patrols.

California Government Code 30061 requires the City Council of the City of Hughson to convene a public hearing to appropriate these funds for front line law enforcement. This hearing must be separate and apart from the process applicable to proposed allocations of the City General Fund.

CITY OF HUGHSON
CITY COUNCIL
RESOLUTION NO. 2012-45

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUGHSON
ADOPTING THE SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND
(SLESF) FOR FISCAL YEAR 2012-2013**

WHEREAS, the City of Hughson receives \$100,000.00 in Supplemental Law Enforcement Services Funding (SLESF) from the State through the California's Citizens Option for Public Safety (COPS) program on an annual basis to be utilized as recommended by the Chief of Police (SB736) to enhance front line enforcement services; and

WHEREAS, the SLESF must be spent within two fiscal years or must be returned to the State; to ensure the funding stays within the community the City of Hughson will utilize \$190,000 in SLESF allocations in the 2012-2013 Fiscal Year; and

WHEREAS, each year the Chief of Police must make a recommendation to the City Council on how the grant funding is utilized. It is proposed that \$190,000 of the funding be utilized in the 2012-2013 Fiscal Year to fund a Deputy Sheriff-Coroner position to increase law enforcement presence and capacity, and to fund part-time enforcement to improve the quality of life in the City; and

WHEREAS, this Deputy Sheriff-Coroner position will also serve as a part-time School Resource Officer (SRO) that will work at the schools and still provide some general law enforcement to the city as a whole.

THEREFORE, BE IT RESOLVED, that the City Council of the City of Hughson does hereby adopt Resolution No. 2012-45 and authorize the use of the Supplemental Law Enforcement Services Fund in the amount of \$190,000.00 for a Deputy Sheriff-Coroner and SRO position to increase law enforcement presence and capacity and part-time enforcement to improve the quality of life in the City of Hughson.

PASSED AND ADOPTED by the City Council of the City of Hughson at its regular meeting held on this 8th day of October, 2012 by the following roll call votes:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

RAMON BAWANAN, Mayor

DOMINIQUE SPINALE, Deputy City Clerk



CITY OF HUGHSON AGENDA ITEM NO. 6.1

SECTION 6: NEW BUSINESS

Meeting Date: October 8, 2012
Subject: Review and Approve Expenditure of \$12,044.30 from Account 49-7009 Hardware – Replacement for the Purchase of Replacement Computer Server and other Network Equipment

Presented By: Bryan Whitemyer, City Manager

Approved By: _____

RECOMMENDATION:

Review and approve an expenditure of \$12,044.30 from account 49-7009 Hardware – Replacement for the purchase of a replacement server and other network equipment.

BACKGROUND AND OVERVIEW:

In March 2011 the City Council approved a professional services agreement with EZ Network Systems to provide Professional Managed Information Technology Services for Desktop PC Support, Systems Analysis/Project Management, General Infrastructure Maintenance, Application Maintenance, and IT Management.

This agreement was established as a month to month contract that can be terminated by either the City or EZ Networks with a 15 day notice. EZ Network Systems has served the City extremely well in not only keeping our systems up and running but also at being very budget conscious.

The City's current computer network includes three servers. All three are at least a few years old and the main email server's warranty will expire soon. In order to manage costs City staff has developed a plan to replace the City's aging servers over the next couple years. The plan calls for the City to replace the City's main email server in this budget cycle. This is a necessary expense as the current email server is running out of space and has suffered through some technical issues that have caused the City's email system to go down a few times in the last couple months. This project was planned for during the development of the FY 2012-2013 budget and funds have been budgeted for this purpose.

Fiscal Impact:

The City budgeted \$20,000 for this project. The actual costs for the server and other needed hardware will be \$12,044.30. However, the most expensive cost for this project relates to the time and labor required to migrate all the data from the old server to the new server. EZ Networks is estimating that this effort will take approximately 140 hours at a cost of \$21,000. However, this labor charge will be waived if the City continues its service agreement with EZ Network Systems for the next 36 months.

Essentially, instead of charging the City \$21,000 for data migration services they will deduct 1/36th or \$583.33 from this amount each month that the city continues its service agreement with EZ Network Systems. If the agreement is terminated before thirty-six (36) months has passed then the City will be responsible for the remaining prorated balance for the labor. For example, if the City cancels its service agreement with EZ Network Systems twenty-four (24) months from now it would owe EZ Network Systems for the remaining twelve (12) payments of \$583.33 or \$6,999.96.

Staff believes that this is a very fair proposition as it helps reduce the costs incurred from the City and allows the City to continue its relationship with EZ Network Systems that has served the City very well for the last year and a half.

Attachments:

- 1) Dell Server Quote
- 2) EZ Network Systems Hardware Quote

DELL**QUOTATION**

QUOTE #: 633136050

Customer #: 10788785

Quote Date: 9/28/12

Date: 9/28/12 3:10:03 PM

Customer Name: CITY OF HUGHSON

TOTAL QUOTE AMOUNT:	\$6,516.84		
Product Subtotal:	\$6,203.79		
Tax:	\$313.05		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 1	SYSTEM PRICE: \$6,203.79	GROUP TOTAL: \$6,203.79
Base Unit:	PowerEdge R520 (225-2980)		
TBU:	PowerEdge R520 Shipping (331-7113)		
TBU:	Risers with up to 4 x16 PCIe Slots (331-7118)		
TBU:	On-Board Broadcom 5720 Dual Port 1GBE (430-4715)		
TBU:	iDRAC Port Card (421-5340)		
TBU:	iDRAC7 Enterprise (421-6085)		
TBU:	3.5" Chassis with up to 4 or 8 Hard Drives (318-2065)		
TBU:	SAS Cable for Hardware RAID (331-7108)		
TBU:	Bezel (318-1375)		
TBU:	RAID 5 for H710P/H710/H310 (3-8 HDDs) (331-7103)		
TBU:	PERC H710 Integrated RAID Controller, 512MB NV Cache (342-3529)		
TBU:	Heat Sink,PowerEdge (317-9826)		
TBU:	Intel Xeon E5-2430 2.20GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W (319-0021)		
TBU:	Heat Sink,PowerEdge (317-9826)		
TBU:	Intel Xeon E5-2430 2.20GHz, 15M Cache, 7.2GT/s QPI, Turbo, 6C, 95W (319-0030)		
TBU:	4GB RDIMM, 1333 MT/s, Low Volt, Single Rank, x4 Data Width (317-9649) - Quantity 6		
TBU:	1333 MHz RDIMMs (331-4422)		
TBU:	Performance Optimized (331-4428)		
TBU:	600GB 15K RPM SAS 6Gbps 3.5in Hot-plug Hard Drive (342-2056) - Quantity 4		
TBU:	Electronic System Documentation and OpenManage DVD Kit for R520 (331-7116)		
CD-ROM or DVD-ROM Drive:	DVD+/-RW, SATA, INTERNAL (313-9090)		
CD-ROM or DVD-ROM Drive:	ReadyRails Sliding Rails With Cable Management Arm (331-4433)		
CD-ROM or DVD-ROM Drive:	Dual, Hot-plug, Redundant Power Supply (1+1), 750W (331-4605)		
CD-ROM or DVD-ROM Drive:	Power Distribution Board for Hot Plug Power Supplies (331-7112)		
CD-ROM or DVD-ROM Drive:	Power Cord, NEMA 5-15P to C13, 15 amp, wall plug, 10 feet / 3 meter (310-8509) - Quantity 2		
CD-ROM or DVD-ROM Drive:	No Operating System (420-6320)		
CD-ROM or DVD-ROM Drive:	No Media Required (421-5736)		
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Year Extended (938-9214)		
Service:	ProSupport: 7x24 HW / SW Tech Support and Assistance, 5 Year (938-9254)		

Service:	Dell Hardware Limited Warranty Plus On Site Service Initial Year (939-9317)
Service:	MISSION CRITICAL PACKAGE: Enhanced Services, 5 Year (939-9347)
Service:	Dell Hardware Limited Warranty Plus On Site Service Extended Year (939-9557)
Service:	Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-800-945-3355 (989-3439)
Service:	Mission Critical Package: 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (996-7831)
Installation:	On-Site Installation Declined (900-9997)
Support:	Proactive Maintenance Service Declined (926-2979)

SALES REP:	Anthony Stebila	PHONE:	888-977-3355
Email Address:	anthony_stebila@dell.com	Phone Ext:	

Please review this quote carefully. You may order online by signing into Premier at <http://www.premier.dell.com/>. Click on the eQuotes link. To order without Premier, go to www.dell.com/qto.

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.

Quoted To:

City of Hughson
Bryan Whitemyer
7018 Pine Street
Hughson, CA 95326
United States

Phone (209) 883-2103
Fax

Prepared By:

Raymond Smith
President
raysmith@ez-netsys.net
209-477-4390



Company Id: CityofHughson

Ship Via:

Terms: Net 10 days

Description	Unit Price	Qty	Ext. Price
<p>★ Room Alert 4ER is one of AVTECH's hardware solution for "Advanced IT & Facilities Environment Monitoring, Alerting & More". It is designed specifically to assist with monitoring computer room temperature and environment monitoring in multiple locations up to 900' away</p>	\$385.00	0	\$0.00
<p>★ Belkin Single Rail Rackmount LCD - Built-in KVM Switch - 8 Computer(s) - 19" - 1U Height</p>	\$950.28	1	\$950.28



The compact Belkin 19-inch Widescreen Rack Console simplifies IT duties, making the installation and operation process hassle-free. With an ultra-slim 19-inch widescreen display, it provides a clear, comfortable viewing area that enables users to perform several tasks simultaneously.

★ Belkin KVM Cable - 6ft - Black

\$20.88 1 \$20.88



Belkin OmniView ENTERPRISE Series Dual-Port KVM Cables provide maximum connectivity between your USB servers and OmniView ENTERPRISE Series KVM Switches. Our coaxial video cabling preserves video strength and clarity at higher resolutions, and the dual-port design delivers built-in cable management for your convenience.

Continued On Next Page ...

Description	Unit Price	Qty	Ext. Price
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* APC 1U 19" Black Modular Toolless Blanking Panel - Blanking Panel	\$46.74	2	\$93.48
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The modular toolless mount 1U plastic blanking panel design allows for quick and easy installation in any EIA-310-D compliant square hole mounting rail rack or enclosure. Blanking panels promote proper airflow through an enclosure, preventing air recirculation by occupying unused rack space. Their use will improve the efficiency of cooling within the rack.

* Microsoft Windows Small Business Server 2011 Standard - License - 1 Server, 5 CAL - Volume - PC - Single Language	\$945.97	1	\$945.97
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* Microsoft Windows 2011 Small Business Server CAL Suite - License - 1 User CAL - Volume - PC - Single Language	\$61.24	15	\$918.60
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* Microsoft Windows Server 2008 R2 Standard - License - Volume - 1 Server - PC - Single Language	\$787.11	0	\$0.00
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* APC NetShelter SX Enclosure - 24U	\$1,030.78	1	\$1,030.78
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* APC Smart-UPS RT 3000VA Tower/Rack-mountable UPS - 3000VA/2100W - 14.1 Minute Full Load - 6 x NEMA 5-15R - Battery/Surge-protected, 2 x NEMA 5-20R - Battery/Surge-protected	\$2,381.89	0	\$0.00
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APC Smart-UPS RT SURTA3000RMXL3U belongs to a family of high-density, performance UPSs for voice and data networks, medical labs and light industrial applications.

Continued On Next Page ...

Description	Unit Price	Qty	Ext. Price
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* CyberPower Smart App Online 3000VA UPS - 3000VA/2100W - 12 Minute Half Load - 4 x NEMA 5-20R - Battery/Surge-protected, 1 x NEMA L5-30R - Battery/Surge-protected	\$1,158.03	1	\$1,158.03
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The Paragon Online (OL) series is designed for those applications requiring maximum power protection. With its double conversion design and Zero transfer time, it provides clean and seamless Pure Sinewave power to the critical loads. The front LED panel displays all major UPS vitals which significantly increase manageability and ease of control. The Paragon series offers three choices for communication including RS232, RS232-USB, or SNMP/AS400 card. Auxiliary battery packs can also be added to these units which boost run-times, in event of a power outage. The input and output EMI filters increase the immunity of the load to disturbances and surges, even in bypass. The Paragons also incorporate microprocessor-based fully digital control, and include PowerPanel Business Edition which gives the user ultimate control and flexibility of power management options. The OL3000RMXL2U comes with 6 (six) 12V/9Ah batteries (72V), and 5 power receptacles (4 x NEMA 5-20R, 1 x NEMA L5-30R). Through its advanced and smart power management, the PARAGON Series is the ideal power solution for Network, Servers, Telecommunications, Storage, as well as Industrial application protection.

UPS will require a 30Amp (NEMA L5-30P)Twistlock outlet and breaker to be installed in server room

* APC UPS Network Management Card - SmartSlot	\$276.70	0	\$0.00
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APC UPS Network Management Card allow secure monitoring and control of an individual APC UPS via web browser, command line interface, or SNMP. Embedded technology provides exceptional reliability with notification features that inform you of problems as they occur.

* Server Migration Labor	\$150.00	140	\$21,000.00
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* Server Migration Labor waived with continued services agreement 1/36th \$583.33 will be removed per month of contiuned services agreement, if agreement is terminated prior to 36 months, client shall be responsible for the remaining prorated balance of the labor	\$150.00	-140	-\$21,000.00
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Does not Include Freight Charges for Rack, usually they can run \$200-350

Continued On Next Page ...

	Subtotal	\$5,118.02
Your investment in addition to the Grand Total:	Tax	\$409.44
\$0.00 Billed Monthly	Shipping	\$0.00
\$0.00 Billed Quarterly	Grand Total	\$5,527.46
\$0.00 Billed Annually		

Order Requires a deposit of: \$0.00

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED ONE YEAR WARRANTY, COVERING PARTS AND LABOR ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. SHIPPING CHARGES ARE ESTIMATES, ACTUAL SHIPPING CHARGES WILL BE BILLED TO THE CLIENT AT COST. PRODUCT IMAGES ARE PROVIDED FROM AN EXTERNAL SOURCE AND MAY NOT REFLECT THE ACTUAL PRODUCT.

Acceptance

I hereby accept this quote on behalf of City of Hughson.

Bryan Whitemyer

Date



CITY OF HUGHSON AGENDA ITEM NO. 6.2

SECTION 6: NEW BUSINESS

Meeting Date: October 8, 2012
Subject: Agreement for Management and Administrative Services with Regional Government Services Authority, a Joint Powers Authority
Presented By: Bryan Whitemyer, City Manager

Approved By: _____

RECOMMENDATION:

Review and approve agreement for Management and Administrative Services with Regional Government Services Authority, a Joint Powers Authority and Authorize the City Manager to execute the agreement.

BACKGROUND AND OVERVIEW:

As City revenues have declined the City has found itself in a position to no longer be able to afford a full-time Finance Director and Administrative Services Director. These are critical positions that should only be filled with competent and experienced individuals. The City has filled these positions on a part-time temporary basis by utilizing retired individuals that possess tremendous knowledge and many years of experience in local government.

In order to help facilitate the City's ability to continue to fill these positions on a part-time with highly qualified individuals staff recommends entering into an agreement with Regional Government Services.

Regional Government Services (RGS) is a Joint Powers Authority formed by California local governments to serve the needs of cities, special districts, counties and other local government agencies. RGS was established to provide a ready source of staffing and consulting to cities and other agencies that continue to experience shortages of qualified staffing, while demands for more services increase and long-term funding grows less certain.

RGS clients are exclusively California local governments.

Scope of Services:

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

- Be reasonably available to perform the services during the normal work week, for approximately 900 hours each per year, as agreed upon.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
- Other Duties - As part of the Agency job description(s) for this/these position(s).
- Perform related work as required.

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

RGS will provide Director of Finance and Director of Administrative Services services for one year from the date services commence pursuant to this agreement, subject to the provisions of Section 2 related to termination.

Cost:

The hourly rate charged for these positions will be \$58.57. This includes salary, benefits, and overhead costs for RGS.

The City had included approximately \$91,000 for these positions in the FY 12/13 budget. No new funds will be needed for this contract.

Attachments:

- 1) RGS Brochure
- 2) Agreement with RGS

Board of Directors / Executive Committee
Association of Bay Area Governments – Herb Pike, Finance Director
City of Dublin – Joni Pattillo, City Manager
City of Larkspur – Dan Schwarz, City Manager
City of San Rafael – Nancy Mackle, City Manager
City of Walnut Creek – Ken Nordhoff, City Manager
Town of Yountville – Steve Rogers, Town Manager
Michael P. Garvey, Former City Manager (Exec. Comm. only)

Richard Averett
Executive Director/CFO
Phone 831.308.1508
Fax 831.308.1509
raverett@rgs.ca.gov

Jennifer Bower
Director of Human Resources
Phone 650.587.7316
Fax 650.587.7311
jbower@rgs.ca.gov

PO Box 1350 • Carmel Valley, CA 93924
Ph: 831.308.1508
lgs.ca.gov • rgs.ca.gov

Updated as of August 2012

REGIONAL GOVERNMENT SERVICES LOCAL GOVERNMENT SERVICES

JOINT POWERS AUTHORITIES



Innovative solutions for public sector staffing

WHAT CAN LGS AND RGS DO?

Local Government Services (LGS) and Regional Government Services (RGS) are Joint Powers Authorities formed by California local governments to serve the needs of cities, special districts, counties and other local government agencies. Local agencies continue to experience shortages of qualified staffing, while demands for more services increase and long-term funding grows less certain. Retirement vacancies, grant-funded projects and creation of special purpose agencies put financial and management strains on local governments. LGS and RGS were established to provide a ready source of staffing and consulting to meet the needs of our clients – which are exclusively California local governments.

CLIENT LIST

Counties

County of Alameda
County of Marin

County of Monterey
County of San Mateo

Cities

Alameda	Dublin*	Menlo Park*	San Mateo
Atherton	El Centro	Millbrae*	San Rafael*
Belmont	Gilroy*	Nevada City*	Santa Clara*
Belvedere*	Half Moon Bay	Pacifica	Saratoga
Calistoga*	Hillsborough	Palo Alto	Sausalito*
Campbell	La Canada Flintridge*	Portola Valley*	Stockton
Clearlake*	Larkspur*	Redwood City*	Ukiah
Colma*	Lincoln*	Rocklin*	Vallejo
Corte Madera*	Los Altos	Rohnert Park*	Walnut Creek*
Cotati*	Los Altos Hills	San Bruno	Yountville*
Davis	Marina*	San Carlos	Yuba City

Other Governmental Agencies

Association of Bay Area Governments	Metropolitan Transportation Comm.*
CalFed Science Program	Mid-peninsula Reg. Open Space District
Coastside Fire Protection District	Monterey Local Agency Form. Comm.
Consortium IV*	SF Bay Water Transit Authority
Gold Coast Health Plan*	Sonoma-Marín Area Rail Transit District
Marin Emergency Radio Authority*	South Bayside Systems Authority
Marin Energy Authority	South Bayside Waste Mgmt. Authority*
Marin General Services Authority*	Transbay Joint Powers Authority
Marin Municipal Water District	Transportation Authority of Marin*
Marin Telecommunications Authority	Twin Cities Police Authority*
Marin Transit*	Ventura Co. Transportation Commission*
Menlo Park Fire Protection District*	

*Current Client

SERVICES PROVIDED

Staffing

Whether you have a need for full-time, part-time, interim or project staffing, or want to consolidate or share services with another local government, Local Government Services and Regional Government Services can meet that need and allow staff to focus on the agency's core work of providing service. LGS and RGS have the flexibility to quickly react to changes in your staffing demands, either increasing or decreasing the amount of staff based on changes in your workload. We can assist with any or all parts of the staffing process: recruitment, selection and hiring, as well as on-going payroll, benefits administration, supervision and termination.

Employee Benefits Administration

LGS and RGS have established benefit programs that include:

- Workers Compensation
- Medical, Dental and Vision Plans
- Short and Long-Term Disability
- Holiday, Vacation and Sick Leaves
- Defined Benefit and Defined Contribution Retirement Plans
- Life Insurance, LTD, STD
- Employee Assistance Program
- Section 125 Flexible Medical Spending and Dependent Accounts

Project Management

Working with Local Government Services and Regional Government Services is beneficial for short- and long-term project staff. LGS and RGS have assisted both small and large agencies with vacancy backfills, spikes in workload, special projects, and grant-funded positions. We also provide full employment services to smaller agencies that do not have their own staffing. Some examples of projects LGS and RGS have assisted with are:

- Interim Department Heads and Managers
- Policy Development and Administration
- Workload and Distribution Assessment
- Financial Operations Review
- Personnel Records Management
- Classification and Compensation Studies



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

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

PO Box 1077
Camarillo, CA 93011-1077

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

Our Values

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

How RGS Does Business

When you work with RGS you can expect:

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

Agreement for Management and Administrative Services

This Agreement for Management Services (“Agreement”) is made and entered into as of the 28th day of September 2012, by and between the **City of Hughson**, a municipal agency (“Agency”), and **Regional Government Services Authority** (RGS), a joint powers authority, (each individually a “Party” and, collectively, the “Parties”).

RECITALS

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

Section 5. Relationship of Parties.

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

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

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

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

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

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

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

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

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

6.2 Commercial General and Automobile Liability Insurance.

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

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

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

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

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

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

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

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

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

completion of the Agreement or the work, so long as commercially available at reasonable rates.

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

6.4 All Policies Requirements.

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

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

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

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

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

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

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

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

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

Section 7. Legal Requirements.

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

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

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

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

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

Section 8. Keeping and Status of Records.

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 16 Indemnity.

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

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

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

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

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

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

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

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

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

Agency: City of Hughson
7018 Pine Street
P.O. Box 9
Hughson, CA 95326

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

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

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

By: _____
Bryan Whitemyer, City Manager

APPROVED AS TO FORM:

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

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

By: _____
Richard H. Averett, Executive Director

APPROVED AS TO FORM:

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

Exhibit A

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

- Perform the functions as assigned.
- Be reasonably available to perform the services during the normal work week, for approximately 900 hours each per year, as agreed upon.
- Meet regularly and as often as necessary for the purpose of consulting about the scope of work performed.
- Other Duties - As part of the Agency job description(s) for this/these position(s).
- Perform related work as required.

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

RGS will provide Director of Finance and Director of Administrative Services services for one year from the date services commence pursuant to this agreement, subject to the provisions of Section 2 related to termination.

Compensation.

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

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

2. **Reimbursement of RGS's Administrative Cost.** The Agency shall reimburse RGS for overhead as part of the hourly rate specified below, and direct external costs. Support overhead costs are those expenses necessary to administering this Agreement, and are included in the hourly rate. Direct external costs will be invoiced to the Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 15 days after the end of the month for which services were performed and shall be delinquent if not paid within 20 days of receipt. Delinquent payments will be subject to a late payment carrying

charge computed at a periodic rate of 1% per month, which is an annual percentage rate of 12%, which will be applied to any unpaid balance owed commencing 7 days after the payment due date. Additionally, in the event the Agency fails to pay any undisputed amounts due to RGS within 15 days after payment due date, then the Agency agrees that RGS shall have the right to consider said default a total breach of this Agreement and the duties of RGS under this Agreement may be terminated by RGS upon 10 working days advance written notice.

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

Payment Address. All payments due RGS shall be paid to:
 RGS
 C/O McGilloway & Ray Accounting and Consulting
 2511 Garden Road, Suite A-180
 Monterey, CA 93940-5381.

RGS STAFF

NAME	POSITION	HOURLY RATE
TBD	Director of Finance	\$58.57
TBD	Director of Administrative Services	\$58.57

The start date for the services to be performed is October 16, 2012, and this agreement is anticipated to remain in force through August 31, 2013.

CITY OF HUGHSON

DIRECTOR OF FINANCE

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

DEFINITION:

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

DISTINGUISHING CHARACTERISTICS:

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

SUPERVISION RECEIVED/EXERCISED:

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

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

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

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

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

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

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

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

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

Education and/or Experience:

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

License/Certificate:

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

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

Knowledge of:

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

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

Ability to:

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

Skill to:

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

DIRECTOR OF ADMINISTRATIVE SERVICES

DEFINITION:

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

DISTINGUISHING CHARACTERISTICS:

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

SUPERVISION RECEIVED/EXERCISED:

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

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

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

productivity; identifies and resolves problems and/or issues.

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

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS:

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

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

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

Education and/or Experience:

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

License/Certificate:

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

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

Knowledge of:

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

Ability to:

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

Skill to:

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