



REGIONAL  
GOVERNMENT  
SERVICES

SERVING PUBLIC AGENCIES SINCE 2002

A Proposal to Groveland  
Community Services District for  
Executive Recruitment Services  
for Interim General Manager





**REGIONAL  
GOVERNMENT  
SERVICES**

**SERVING PUBLIC AGENCIES SINCE 2002**

January 26, 2017

**Board of Directors, Interim General Manager Recruitment Ad-Hoc Committee  
Groveland Community Services District**

PO Box 350

Groveland, California 95321

**RE: PROPOSAL FOR EXECUTIVE RECRUITMENT SERVICES FOR INTERIM  
GENERAL MANAGER**

Dear Directors,

Regional Government Services (RGS) is pleased to submit a proposal to Groveland Community Services District (District) in response to a Request for Proposals for Executive Recruitment Services for Interim General Manager. RGS is a unique, fee-supported, non-profit government agency specializing in public-sector administration and consulting services. RGS exclusively serves public agencies and employs experienced public-sector professionals to assist our partner agencies.

I feel confident that you will find our work plan is responsive to the District's objectives, key timelines, and benchmarks. RGS has a solid and respected reputation with the public agencies we serve for timely, cost efficient delivery and effective implementation. As a public agency, we understand the needs and requirements of public agencies.

RGS consultants are experienced in working with our partner agencies' management, employees, elected officials, and labor representatives. RGS will provide the resources necessary to fulfill objectives and meet deadlines. Bobbi Bennett, Lead Human Resource Advisor, will guide our experienced team of Advisors and support team members in conducting the executive recruitment. If you have any questions or need additional information, please do not hesitate to contact Bobbi Bennett at (650) 587-7303 or via e-mail at [bbennett@rgs.ca.gov](mailto:bbennett@rgs.ca.gov), or myself at (650) 587-7315 or via e-mail at [sselivanoff@rgs.ca.gov](mailto:sselivanoff@rgs.ca.gov). RGS looks forward to the opportunity to provide these services to the District.

Sincerely,

A handwritten signature in blue ink that reads 'Sophia Selivanoff'. The signature is fluid and cursive, with the first name 'Sophia' being larger and more prominent than the last name 'Selivanoff'.

Sophia Selivanoff, Director of Human Resources Services  
**REGIONAL GOVERNMENT SERVICES**





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# TABLE OF CONTENTS

REGIONAL GOVERNMENT SERVICES ..... 1

    Contact Information ..... 1

    Organization..... 1

    Description of Experience..... 1

LIST OF RECENT RECRUITMENTS AND REFERENCES ..... 2

OVERVIEW OF PROPOSED SERVICES ..... 1

    Plan for Executive Search..... 1

        Establish a Recruitment Timeline and Develop Selection Criteria ..... 1

        Recruitment Posting and Outreach ..... 1

        Coordinate the Selection Process..... 1

        Candidate Acquisition and Recruitment Close Processes ..... 1

        Additional Services (Optional) ..... 1

    Schedule of Services ..... 1

        Establish a Recruitment Timeline and Develop Selection Criteria ..... 1

        Recruitment Posting and Outreach ..... 2

        Coordinate the Selection Process..... 2

        Candidate Acquisition and Recruitment Close Processes ..... 2

DETAILED SERVICES TO BE PROVIDED ..... 2

    Establish a Recruitment Timeline and Develop Selection Criteria ..... 2

    Coordinate the Selection Process..... 1

    Acquisition and Recruitment Close Processes..... 1

    Additional Services (Optional) ..... 1

PROPOSED FEE SCHEDULE ..... 1

AGREEMENT ..... 1

- Appendix A - Project Team: Brief Resumes and Projected Hours**
- Appendix B – Receipt of Mailing Separate Sealed Fee Proposal**
- Appendix C – Blank Professional Services Agreement**





# PROPOSAL FOR EXECUTIVE SEARCH SERVICES

## REGIONAL GOVERNMENT SERVICES

### CONTACT INFORMATION

Regional Government Services  
PO Box 1350  
Carmel Valley, CA 93924  
[rgs.ca.gov](http://rgs.ca.gov)  
(650) 587-7315  
Sophia Selivanoff

### ORGANIZATION

Regional Government Services (RGS) is a joint-powers authority (JPA) established in 2001 to provide administrative, support, and staffing services to other California public agencies. We have over 100 employees throughout California serving more than 150 cities, special districts, counties, other JPAs and special consortiums of government agencies throughout California. RGS provides consulting services in the areas of human resources and financial management, organizational development, community engagement, strategic planning, and more specifically to public agencies.

Our Executive Director and Chief Financial Officer, Richard Averett, has worked with the Board of Directors since the JPA's inception to implement the Authority's strategic plan. Sophia Selivanoff, Director of Human Resources Services, joined RGS in 2009 and directs and manages all RGS human resources services provided to partner agencies, develops new business and partner relationships, and supervises all human resources team members throughout the Authority.

### DESCRIPTION OF EXPERIENCE

The RGS staff prides itself on its ability to deliver accurate, professional products and services within reasonable timelines. We meet deadlines, and provide clear, honest, and effective communications, all of which help to promote good relations with stakeholders at all phases of a project.

RGS Advisors have conducted executive, management, and staff level recruitments for over 15 years. A list of several of our recent executive recruitments can be found beginning on the following page.

In addition to our recruitment services, RGS also provides a variety of HR consulting services to California local public agencies. We have assembled a staff of subject-matter experts to offer expert advice and HR deliverables in areas of recruitment and selection, classification and compensation, employee and labor relations, benefits administration, performance management

and incentive programs, policy and procedure development and implementation, development of competency models and values-based management tools, organizational development, training programs and team building facilitation, professional skills development, succession planning, and payroll administration.

RGS consultants are experienced in working with partner agency management, employees, and labor representatives to address organizational and administrative issues. The team we have assembled to assist the District has outstanding relevant experiences, talents, and accomplishments in a range of public-sector HR operations. We will maintain open communication lines with the executive team, and staff through in-person on-site services, meetings as needed, written documentation, and phone, fax, and email accessibility.

### **LIST OF RECENT RECRUITMENTS AND REFERENCES**

To see a list of our recent and past partner agencies, please visit: <http://www.rgs.ca.gov/> and click on “Partners.” Listed below are a few of our most relevant client references.

<b>Agency</b>	<b>Position</b>	<b>Agency Contact</b>
City of San Jacinto	Planning Community Development Director	Rob Johnson, City Manager (951)537-6359 citymanager@sanjacintoca.us
San Mateo Harbor District	Director of Administration	Steve McGrath, General Manager (650) 583-4400 smcgrath@smharbor.com
San Mateo Harbor District	Director of Operations	Steve McGrath, General Manager (650) 583-4400 smcgrath@smharbor.com
City of Larkspur	Library Director	Dan Schwarz, City Manager (415) 927-5110 dschwarz@cityoflarkspur.org
City of Larkspur	Public Works Director/City Engineer	Dan Schwarz, City Manager (415) 927-5110 dschwarz@cityoflarkspur.org
Ross Valley Sanitary District	Executive Assistant to General Manager/Clerk of the Board	Greg Norby, District Manager (415)419-9151 gnorby@rvsd.org
Ross Valley Sanitary District	Business and Administrative Services Manager	Greg Norby, District Manager (415)419-9151 gnorby@rvsd.org

<b>Relevant client references continued</b>		
<b>Agency</b>	<b>Position</b>	<b>Agency Contact</b>
Ross Valley Sanitary District	Capital Assets and Infrastructure Manager	Greg Norby, District Manager (415)419-9151 gnorby@rvsd.org
City of Avalon	Community Services Director	Denise Radde, Interim City Manager (310) 510-0220, x122 dradde@cityofavalon.com
City of Cotati	Finance and Administrative Services Director	Damien O'Bid, City Manager (707) 792-4600 dobid@cotaticity.org
Water Replenishment District of So CA	Internal Services Manager	Ken Ortega, Assistant General Manager (562)921-5521 Kortega@wrd.org

## **OVERVIEW OF PROPOSED SERVICES**

RGS proposes the following approach to providing the services listed above.

### **PLAN FOR EXECUTIVE SEARCH**

RGS will work expediently with District staff and the Board to source, assess, and rank potential candidates; schedule and facilitate interviews; apply selection criteria; and facilitate selection, offer, and hiring processes to fill the immediate opening for an Interim General Manager.

#### **Establish a Recruitment Timeline and Develop Selection Criteria**

- Establish recruitment timeline based on District needs
- Solicit Board, staff, and other stakeholder input and develop selection criteria
- Develop initial application screening standards, interview questions, and/or other evaluation instruments

#### **Recruitment Posting and Outreach**

- Post notice of recruitment throughout the state, nationally, and to all Sanitary and Water Districts and selected trade associations
- Advertise vacancy in appropriate related publication

### **Coordinate the Selection Process**

- Collect applications/resumes and other key screening information from identified potential candidates.
- Conduct a preliminary assessment of potential candidates; as appropriate, evaluate the need to source additional qualified candidates
- Facilitate scheduling and administration of advisory constituent and employee advisory interview panels and deliberations.
- Facilitate scheduling and administration of Board interviews and deliberations regarding final candidates
- Conduct professional reference checks

### **Candidate Acquisition and Recruitment Close Processes**

- Follow-up correspondence with candidates not selected
- Coordinate negotiation and documentation of agreed-upon terms for interim services with the selected candidate
- As needed, support District staff in onboarding processes

### **Additional Services (Optional)**

- Recruitment for the permanent General Manager

### **SCHEDULE OF SERVICES**

Our team is prepared to move quickly to initiate the executive search and will remain engaged and effective throughout the process. Assuming timely cooperation of the District Board, management, and appropriate interested parties, and the identification of sufficient qualified applicants we propose the following timeline:

<b>Tasks</b>	<b>Dates</b>
<b>Establish a Recruitment Timeline and Develop Selection Criteria</b> <ul style="list-style-type: none"><li>• Establish recruitment timeline based on District needs</li><li>• Solicit Board, staff, and other stakeholder input and develop selection criteria</li><li>• Develop initial application screening standards, key interview areas, and identify any needs for other evaluation instruments</li></ul>	Upon Contract Execution through February 16th

Tasks	Dates
<p><b>Recruitment Posting and Outreach</b></p> <ul style="list-style-type: none"> <li>• Post notice of recruitment throughout the state, nationally, and to all Sanitary and Water Districts and trade associations.</li> <li>• Advertise vacancy in appropriate related publications</li> </ul>	<p>By the End of February 2018</p>
<p><b>Coordinate the Selection Process</b></p> <ul style="list-style-type: none"> <li>• Collect applications/resumes and other key screening information from identified potential candidates.</li> <li>• Conduct a preliminary assessment of potential candidates; as appropriate, evaluate the need to source additional qualified candidates</li> <li>• Develop interview questions and rating material; and any other appropriate evaluative instruments.</li> <li>• Facilitate scheduling and administration of advisory constituent and employee advisory interview panels and deliberations.</li> <li>• Facilitate scheduling and administration of Board interviews and deliberations regarding final candidates</li> </ul>	<p>March 2018 Beginning the week of 3/5/2018 and continuing until filled</p>
<p><b>Candidate Acquisition and Recruitment Close Processes</b></p> <ul style="list-style-type: none"> <li>• Follow-up correspondence with candidates not selected</li> <li>• Coordinate negotiation and documentation of agreed-upon terms for interim services with the selected candidate</li> <li>• As needed, support District staff in onboarding processes</li> </ul>	<p>Beginning the week of 3/19/2018 and continuing until filled</p>

**DETAILED SERVICES TO BE PROVIDED**

**ESTABLISH A RECRUITMENT TIMELINE AND DEVELOP SELECTION CRITERIA**

- Meet with the Board, staff, and other stakeholders in one or two meetings to solicit input, discuss timeline, and develop selection criteria
- Provide information and guidance to the Board about the recruitment processes and possible outcomes and expectations

- Prepare a detailed recruitment timeline and task list
- Develop initial application screening standards, key interview areas, and identify any needs for other evaluation instruments Recruitment Posting and Outreach
- Design recruitment brochure and bulletin
- Post notice of recruitment on CalOpps, and throughout the state, nationally, and to all Sanitary and Water Districts and trade associations.
- Advertise vacancy in appropriate related publications and to RGS list of interested candidates

### **COORDINATE THE SELECTION PROCESS**

- Collect applications/resumes and other key screening information from identified potential candidates.
- Conduct a preliminary assessment of potential candidates; as appropriate, evaluate the need to source additional qualified candidates
- Conduct additional candidate outreach as necessary
- Prepare candidate profiles and interview and rating packets for advisory and board panels
- Facilitate scheduling and administration of advisory constituent and employee advisory interview panels and deliberations.
- Facilitate scheduling and administration of Board interviews and deliberations of final candidates
- Collect appropriate release paperwork from selected candidate(s)
- Assist District in setting up a background check account with Applicant Info, administer account for professional background services
- Conduct professional reference checks
- Communicate with all applicants as to process and status

### **ACQUISITION AND RECRUITMENT CLOSE PROCESSES**

- Follow-up correspondence with candidates not selected
- Coordinate negotiation and documentation of agreed-upon terms for interim services with the selected candidate
- Provide selected and successful candidate application materials for District hiring process
- As needed, support District staff in onboarding processes onboarding processes

### **ADDITIONAL SERVICES (OPTIONAL)**

- Recruitment for the permanent General Manager.

Optional services are not included in the cost for this proposal and will be provided for an additional fee and actual cost of materials and expenditures provided.

### **PROPOSED FEE SCHEDULE**

RGS is flexible and responsive in its ability and desire to assign competent staff and will work with the District to get the most effective and reasonable team blend to meet the needs of the District.

The fee proposal for the scope of work identified above has been provided and mailed to the District in a separate SEALED envelope. A copy of the receipt for mailing is included in Appendix B.

The Fee proposal covers one recruitment cycle as described in this proposal. Should additional recruitment cycles be required to successfully fill the position, appropriate additional charges will be applied.

RGS bills costs at an hourly rate as shown in the separate sealed fee proposal. Reasonable travel and expenditures will be billed at actual costs. RGS will provide itemized invoices monthly during the study showing the hours worked by each team member, the tasks worked on, and the amount of contract expended. Invoices are due upon receipt.

### **AGREEMENT**

RGS will provide a professional services agreement to the District for this engagement. The District is expected to use and execute the RGS professional services agreement. Modification to language within the agreement will require the written agreement of both parties. A sample professional services agreement is provided in Appendix C.





## **APPENDIX A - PROJECT TEAM BRIEF RESUMES**

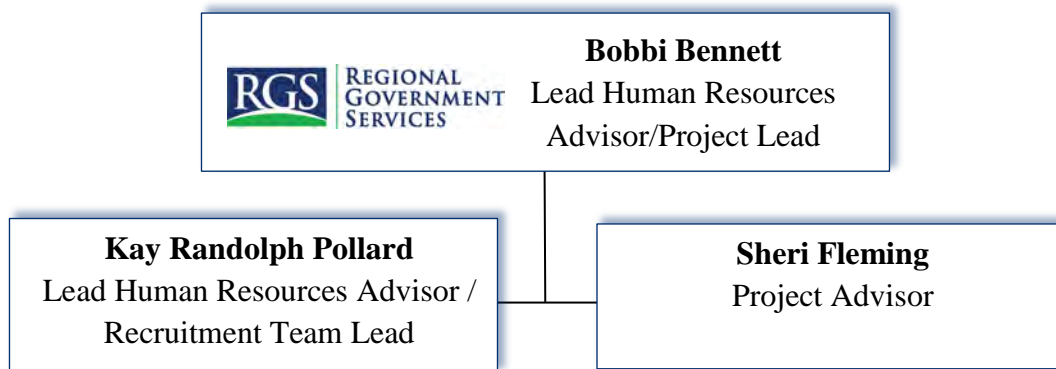


# APPENDIX A - PROJECT TEAM BRIEF RESUMES

## PERSONNEL QUALIFICATIONS

The RGS team we are proposing to assist the Agency has extensive relevant experience and accomplishments in the municipal, state, and county human resource sectors specifically in the areas of executive recruitment. To illustrate our project team structure and lines of communication, we are providing the following project team organizational chart:

We work as a team of equals with complementary skill specializations and abilities. For project team structure, accountability, and lines of communication, we are providing the following project team organizational chart



## KEY TEAM MEMBERS

Our advisors and analysts have worked on multiple comprehensive classification studies for public entities at state, county, and local levels. We are skilled at crafting, reviewing, and analyzing a wide array of public sector organizational compensation and classification structures. We are familiar with and have helped many organizations to successfully navigate the challenges and opportunities that surface in studies like this one. An introduction and information about the qualifications, experience, and role of our proposed project team members, as well as the number of projected hours and hourly rate for each team member follows at the end of this attachment.

### **Bobbi Bennett, M.A., PHR, IPMA-CP, Lead Human Resources Advisor / Project Lead**

Since 2000, Ms. Bennett has worked in both city and county government, specifically in human resources. During her career, she has overseen centralized full service Human Resources departments that addressed executive and non-executive recruitments, classification and compensation, benefits, worker's compensation, performance management, discipline, employee relations, labor relations, labor negotiations, investigations, civil service commission, PERB, and training. Ms. Bennett's key skill is assisting all levels of an organization evaluate and address complex employee and organizational matters to facilitate effective resolutions.

Ms. Bennett provides Human Resources management services to clients throughout Northern California serving as Human Resources Manager or Director for partner agencies and leads the Greater Sacramento Area regional site services teams providing expert human resource consulting services to small municipalities, special districts, and government entities on executive and non-executive recruiting and retention, leave and disability management, performance management, policy development, staff development, employee relations, strategic planning, payroll and FLSA compliance, and a broad range of other human resource topics and services.

Ms. Bennett will lead the study serving as the main point of escalation, consultation, and review and ensure ongoing and open communication with the Board of Directors Ad Hoc Committee, the Board, and District staff. Ms. Bennett will provide consult to advisors and analysts, and attend and participate in meetings and presentations as appropriate and necessary throughout the project.

**Kay Randolph-Pollard, Lead Human Resources Advisor / Recruitment Team Lead**

Ms. Randolph-Pollard is a performance and service-driven professional with 25 years of combined expertise in Human Resources management, customer service, recruiting, organization development, training and employment law. Strategy architect in the development of innovative HR initiatives to streamline processes that capitalized on organizational growth opportunities. A creative thinker, problem solver and decision maker who effectively balances the needs of all within the mission of the organization. Strong communication, interpersonal relations, mentoring, negotiation and organizational skills. Ms. Randolph-Pollard's core skills and specialties include: Executive and non-executive Recruiting, Compensation & Benefits, Labor Relations, Development, Employee Development & Training, Project Management, Conflict Resolution Management, Staff Recruiting and Retention.

Ms. Randolph-Pollard a Senior Advisor and Leads the RGS Recruitment teams statewide. She and her team of professionals will provide outreach, bulletin and brochure development, applicant tracking and initial screening, candidate communications, and other recruitment services throughout the life of the project.

**Sheri Fleming, Project Advisor**

Sheri Fleming has over 23 years of management-level human resources experience working for special districts. She has experience in all areas of human resources management including executive and non-executive recruiting, classification and compensation, employee relations, labor relations, benefits administration, workforce planning, policies and procedures, training, and liability/claims management. Ms. Fleming is a trained discrimination, harassment presenter who provides this training to other public agencies, governing boards, and special districts.

Ms. Fleming will provide key expertise and analysis throughout the study process and providing and supporting on-site activities.

## **APPENDIX B – RECEIPT OF MAILING**



CUSTOMER USE ONLY

FROM: (PLEASE PRINT)

PHONE 907 486 2361

DEBORAH MUCHMORE  
6395 SAN RAFAEL CT.  
ROHNERT PARK, CA 94928



EE 123630988 US



PRIORITY  
★ MAIL ★  
EXPRESS™

PAYMENT BY ACCOUNT (if applicable)

USPS® Corporate Acct. No.

Federal Agency Acct. No. or Postal Service™ Acct. No.

ORIGIN (POSTAL SERVICE USE ONLY)

1-Day

2-Day

Military

DPO

PO ZIP Code

94928

Scheduled Delivery Date (MM/DD/YY)

1/27

Postage

\$ 24.70

DELIVERY OPTIONS (Customer Use Only)

SIGNATURE REQUIRED Note: The mailer must check the "Signature Required" box if the mailer: 1) Requires the addressee's signature; OR 2) Purchases additional insurance; OR 3) Purchases COD service; OR 4) Purchases Return Receipt service. If the box is not checked, the Postal Service will leave the item in the addressee's mail receptacle or other secure location without attempting to obtain the addressee's signature on delivery.

Delivery Options

- No Saturday Delivery (delivered next business day)
- Sunday/Holiday Delivery Required (additional fee, where available\*)
- 10:30 AM Delivery Required (additional fee, where available\*)

\*Refer to USPS.com® or local Post Office™ for availability.

Date Accepted (MM/DD/YY)

1/25/18

Scheduled Delivery Time

10:30 AM  3:00 PM

12 NOON

Insurance Fee

\$

COD Fee

\$

Time Accepted

10:41

10:30 AM Delivery Fee

\$

Return Receipt Fee

\$

Live Animal Transportation Fee

\$

TO: (PLEASE PRINT)

PHONE ( )

ATTN: GM AD HOC RECRUITMENT  
COMMITTEE  
GROVELAND COMMUNITY SERVICES  
P.O. BOX 350 GROVELAND DISTRICT  
CA 95321

Special Handling/Fragile

\$

Sunday/Holiday Premium Fee

\$

Total Postage & Fees

\$ 24.70

Weight

3 lbs. 3 ozs.

Acceptance Employee Initials

GAK

DELIVERY (POSTAL SERVICE USE ONLY)

Delivery Attempt (MM/DD/YY)

Time

AM  
 PM

Employee Signature

Delivery Attempt (MM/DD/YY)

Time

AM  
 PM

Employee Signature

- For pickup or USPS Tracking™, visit USPS.com or call 800-222-1811.
- \$100.00 insurance included.

LABEL 11-B, OCTOBER 2016

PSN 7690-02-000-9996

2-CUSTOMER

ROHNERT PARK 150 RALEYS TOWNE CTR ROHNERT PARK CA	94928-2477 0518240633 (800)275-8777	10:42 AM		
Product Description	Sale Qty	Final Price		
PM Exp 2-Day Flat Rate Env (Domestic) (GROVELAND, CA 95321) (Flat Rate) (Signature Waiver) (Scheduled Delivery Date) (Saturday 01/27/2018 03:00 PM) (Money Back Guarantee) (USPS Tracking #) (EE123630988US)	1	\$24.70		
PM Exp Insurance (Up to \$100.00 included)	1	\$0.00		
Total		\$24.70		
Credit Card Remitd (Card Name: VISA) (Account #: XXXXXXXXXXXX4553) (Approval #: 57255D) (Transaction #: 723)		\$24.70		

Includes up to \$100 insurance





**APPENDIX C – SAMPLE PROFESSIONAL  
SERVICES AGREEMENT**



**Preamble:** The agreement for services described below is also an agreement to engage in a relationship between organizations – Agency partners. 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:

- 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 is committed to honest interaction.
- When RGS 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 Agency's interests consistent with maintaining the public trust.
- To keep expectations realistic, it is important to understand that RGS is a governmental, joint powers authority evolving to meet changing local government needs. RGS has carefully constructed policies and procedures to allow maximum flexibility to meet your needs.

## **Agreement for Management and Administrative Services**

**This Agreement** for Management Services (“Agreement”) is made and entered into as of the \_\_\_\_ day of February 2018, by and between Groveland CSD, 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 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 the attached **Exhibits**, which are incorporated 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 the **Exhibits**.

- 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 types of services that RGS agrees to provide in the geographical area in which RGS operates.
- 1.2 Lead Advisor.** To ensure quality and consistency for the services provided, RGS also assigns a lead advisor to Agency. The lead advisor is available to assigned RGS staff and to Agency management and will check in regularly with both to address program/project directives. Typically lead advisor time is not billed to Agency, with some exceptions where significant programmatic direction is provided.
- 1.3 Reassignment of Personnel.** Assignment of personnel to provide the services described in the Exhibits is in the sole discretion of RGS. In the event that Agency, at any time during the term of this Agreement, desires the reassignment of personnel, Agency may make a request to RGS and RGS shall meet and confer in good faith to address the issue of concern, including but not limited to reassigning such person or persons.
- 1.4 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 described above and to provide the services described in the Exhibits.

**Section 2. Term of Agreement and Termination.** Services shall commence on or about December 26, 2017, and this Agreement is anticipated to remain in force to June 30, 2018, at which time services may continue on a month-to-month basis until one party terminates the Agreement, or if Exhibit A contains a “not to exceed” amount, until that amount of charges has been reached, at which point the parties shall either amend or terminate this Agreement. 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 Agency determines that the services performed by RGS are not satisfactory, 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 the Exhibits.

**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’ services rendered pursuant to this Agreement. In furtherance of this Section 5.1, the Parties agree as follows:

5.1.1 Agency shall not request from RGS or from an RGS employee providing services pursuant to this Agreement an RGS employee’s Social Security Number or other similar personally identifying information.

5.1.2 Agency shall not report an RGS employee to a third party as an employee of Agency. For the purposes of this Section 5.1, “third party” means another government agency, private company, or individual.

5.1.3 In the event that a third-party requests information about an RGS employee—including but not limited to personally identifying information, hours or locations worked, tasks performed, or compensation—Agency shall inform RGS of the request prior to responding. If Agency possesses such information about an RGS employee, the Parties shall confer in good faith about an appropriate and legally compliant response to the request.

**5.2** RGS shall provide services under this Agreement through one or more employees of RGS qualified to perform services contracted for by Agency. The positions of

RGS staff who will coordinate services to the Agency are indicated in the Exhibits. The Executive Director or assigned supervising RGS staff will consult with Agency on an as-needed basis to assure that the services to be performed are meeting Agency's objectives.

- 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 the Exhibits.
- 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 employment or other taxes; and provide Agency with proof of payment of taxes on demand.

**Section 6. Loss Occurrence Coverage.** RGS is self-insured and maintains loss occurrence coverage through its membership in the Municipal Insurance Cooperative ("MIC"), a California Joint Powers Authority, which is a risk purchasing joint powers authority. Consistent with sections 990.4 and 990.8 of the Government Code, the MIC provides coverage to RGS, in excess of its member retained limit, 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.

**6.1 Workers' Compensation Coverage.**

**6.1.1 General requirements.** RGS shall, at its sole cost and expense, maintain Workers' Compensation coverage and Employer's Liability coverage with limits of not less than \$1,000,000.00 per occurrence.

**6.1.2 Waiver of subrogation.** The Workers' Compensation coverage shall be endorsed with or include a waiver of subrogation in favor of Agency for all work performed by RGS, its employees, agents, and subcontractors.

**6.2 Commercial General, Automobile, and Professional Liability Coverages.**

**6.2.1 General requirements.** RGS, at its own cost and expense, shall maintain commercial general and automobile liability coverage for the term of this Agreement in an amount not less than \$2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. RGS shall additionally maintain commercial general liability coverage in an amount not less than

\$2,000,000 aggregated for bodily injury, personal injury, and property damage.

**6.2.2 Minimum scope of coverage.** The MIC MOC is not written on ISO forms but provides coverage at least as broad as the latest version of the following: (A) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); and (B) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 001, code 1 (any auto).

**6.3 Professional Liability Insurance.** RGS, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability coverage for licensed professionals performing work pursuant to this Agreement in an amount not less than \$2,000,000 covering the licensed professionals' errors and omissions.

#### **6.4 All Policies Requirements.**

**6.4.1 Coverage requirements.** Each of the following shall be included in the coverage or added as an endorsement:

- a. Agency and its officers, employees, agents, and volunteers shall be covered as additional covered parties with respect to RGS' general commercial, and automobile coverage for claims, demands, and causes of action arising out of or relating to RGS' performance of this Agreement and to the extent caused by RGS' negligent act, error, or omission.
- b. An endorsement to RGS' general commercial, and automobile coverages must state that coverage is primary with respect to Agency and its officers, officials, employees and volunteers.
- c. All coverages shall be on an occurrence or an accident basis, and not on a claims-made basis.

**6.4.2 Acceptability of coverage providers.** All coverages required by this section shall be acquired through providers with a Bests' rating of no less than A: VII or through sources that provide an equivalent level of reliability.

**6.4.3 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 are to be signed by a person authorized by the Municipal Insurance Cooperative to bind coverage on its behalf. Agency reserves the right to require complete, certified copies of all Memorandums of Coverage at any time.

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

**6.4.5 Variation.** During the term of this agreement, RGS may change the insurance program in which it participates. RGS will provide reasonable notice of any such change to Agency and replacement copies of Certificates of Coverage and endorsements.

**6.4.6 Deductibles and Self-Insured Retentions.** RGS shall disclose any self-insured retention if Agency so requests prior to performing services under this Agreement or within a reasonable period of time of a request by Agency during the term of this Agreement.

**6.4.7 Maintenance of Coverages.** The coverages stated herein shall be maintained throughout the term of this Agreement and proof of coverage shall be available for inspection by Agency upon request.

**6.4.8 Notice of Cancellation or 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 earliest possible opportunity and in no case later than five days after RGS is notified of the change in coverage.

## **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 Reporting Requirements.** If there is a statutory or other legal requirement for RGS to report information to another government entity, RGS shall be responsible for complying with such requirements.

**7.4 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.

**7.5 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 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.

**7.6 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' Performance.** All final versions of 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 Agency. RGS hereby agrees to deliver those documents to Agency upon termination of the Agreement, if requested. 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 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 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 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 8.3 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 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 Agency, for a period of three 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. Disputes.** Should any dispute arise out of this Agreement, Agency agrees that it shall only file a legal action against RGS, and shall not file any legal action against any of the public entities that are members of RGS.

**Section 13. 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 Alameda 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 14. 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 15. Employment Offers to RGS Staff.** Should Agency desire to offer permanent or temporary employment to an RGS employee who is either currently providing RGS services to Agency or has provided RGS services to 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 Agency. This fee is to recover RGS' expenses in recruiting the former and replacement RGS staff. RGS may agree in writing to waive the fee required by this section. If RGS agrees to waive the fee required by this section and (1) CalPERS determines that the RGS employee hired by Agency was a common-law employee of Agency and should have been enrolled as an employee of Agency while providing services pursuant to this Agreement; (2) CalPERS determines that a payment is required as part of enrolling the employee for the time that the employee provided services pursuant to this Agreement (the "payment"); and (3) neither RGS nor Agency challenges those determinations or the payment is upheld in a final administrative appeal or court decision, then Agency shall contribute an amount equal to the fee waived by RGS toward the payment. If the amount of the payment is less than the fee, then Agency shall make the payment. If the amount of the payment is more than the fee, RGS shall pay the difference. In the event that the payment is a liability covered by Section 17.3 of this Agreement, this Section shall apply up to the amount of the payment and Section 17.3 shall apply to any CalPERS-related covered liability other than or in excess of the payment.

**Section 16. Entire Agreement.** This Agreement, including the Exhibits, comprises the entire Agreement.

**Section 17. Indemnification.**

**17.1 RGS' indemnity obligations.**

RGS shall indemnify, defend, and hold harmless Agency and its legislative body, boards and commissions, officers, and employees ("Indemnitees") from and against all claims, demands, and causes of action by third parties, including but not limited to attorneys' fees, arising out of RGS' performance of this Agreement, to the extent caused by RGS' negligent act, error, or omission. Nothing herein shall be interpreted as obligating RGS to indemnify Agency against its own negligence or willful misconduct.

**17.2 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 because of a duty any of them performs in accordance with the services outlined in Exhibit B.

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; or
- c. where an Agency employee, if he had been acting in a like capacity, otherwise would be acting within the scope of that employment.

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

**17.3 Obligations and indemnity related to CalPERS.**

- a. RGS and Agency acknowledge and agree that, if Agency contracts with CalPERS for retirement benefits, it is possible that CalPERS may determine that RGS employees providing services pursuant to this Agreement are common-law employees of Agency and should be enrolled in CalPERS as employees of Agency, which possibility is the same as if Agency were contracting with a private consulting firm. Pursuant to Section 5.1 of this Agreement, Agency has an obligation to treat all persons working for or under the direction of RGS as agents and employees of RGS, and not as agents or employees of Agency.
- b. In the event that CalPERS initiates an audit of Agency that includes examination of whether individuals providing services to Agency are Agency's common-law employees, Agency shall inform RGS within five days and share all communications and documents from CalPERS that it may legally share. Agency and RGS shall cooperate to determine the manner of

responding to the inquiry and what, if any, documents to provide. Agency agrees not to ask RGS employees for personally identifying information

- c. In the event that CalPERS' preliminary determination is that one or more RGS employees are common-law employees of Agency, Agency shall promptly inform RGS and share all communications and documents from CalPERS that it may legally share. RGS and Agency shall cooperate in determining how to respond to the direction from CalPERS in its preliminary determination, including but not limited to whether and how to make any corrections described in the preliminary determination.
- d. RGS and Agency each reserves the right to file an administrative appeal of a CalPERS determination that an RGS employee is a common-law employee of Agency and should be enrolled in CalPERS as an employee of Agency and to challenge such a decision in court. Agency assigns its right to file an administrative appeal of such a CalPERS determination, if Agency does not itself file an administrative appeal. In the event that either RGS or Agency files an administrative appeal or court challenge of such a CalPERS determination, RGS and Agency each agree to cooperate with each other in pursuit of the action.
- e. Notwithstanding Section 17.1 of this Agreement, RGS and Agency shall each bear their own costs in responding to a CalPERS investigation, including but not limited to costs of an administrative appeal or court challenge. In the event that (1) CalPERS determines that an RGS employee is a common-law employee of Agency and should be enrolled as an employee of Agency; (2) CalPERS determines that a payment is required to enroll the employee as an employee of Agency; and (3) neither RGS nor Agency challenges those determinations or the payment is upheld in a final administrative appeal or court decision, RGS' obligation for any payments to Agency for CalPERS benefits shall be limited to 50% of the employer's share of those payments that Agency may be required to pay.

**Section 18. Notices.** All notices required by this Agreement shall be given to Agency and RGS in writing, by first class mail, postage prepaid, or by email transmission addressed as follows:

Agency: Groveland Community Services District  
18966 Ferretti Rd,  
Groveland, CA 95321

RGS: Regional Government Services Authority  
P. O. Box 1350  
Carmel Valley, CA 93924  
Email: [contracts@rgs.ca.gov](mailto:contracts@rgs.ca.gov)

Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00 p.m. on a regular business day or else on the next business day.

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: \_\_\_\_\_, 2017 **Agency**

By: \_\_\_\_\_  
Robert Swan, Board Chair

DATED: \_\_\_\_\_, 2017 **Regional Government Services Authority**

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

## **Exhibit A**

### **Compensation.**

1. **Fees.** Agency agrees to pay to RGS the hourly rates set forth in the tables below for each RGS employee providing services to Agency, which are based in part on RGS' full cost of compensation and support for the RGS employee(s) providing the services herein described.

RGS and Agency acknowledge and agree that compensation paid by Agency to RGS under this Agreement is based upon RGS' costs of providing the services required hereunder, including salaries and benefits of employees. 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.

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. On July 1 of each year, RGS' hourly bill rates will be adjusted by the percentage change in the Employment Cost Index (total compensation - not seasonally adjusted) for state and local government workers ("ECI") from December of the prior year to December of the current year. Irrespective of the movement of the ECI, RGS will not adjust its hourly rates downward; nor will RGS adjust its hourly rates upward in excess of a two and one-half percentage (2.5%) change excepting instances where there was no increase in the prior year's hourly rates. In that event, RGS will adjust its hourly rates by the full percentage change in the ECI from March of the prior year to March of the current year.

2. **Reimbursement of RGS' Administrative Cost.** 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, including such expenses as travel or other costs incurred for the exclusive benefit of the Agency, will be invoiced to Agency when received and without mark-up. These external costs will be due upon receipt.
3. **Terms of Payment.** RGS shall submit invoices monthly for the prior month's services. Invoices shall be sent approximately 10 days after the end of the month for which services were performed and are due and shall be delinquent if not paid within 30 days of receipt. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of one-half of one percent per month, which is an annual percentage rate of six percent, 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 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 5 working days' advance written notice.

**Payment Address.** All payments due RGS shall be paid to:  
Regional Government Services Authority  
PO Box 1350  
Carmel Valley, CA 93924

***[EXHIBIT A CONTINUES ON FOLLOWING PAGE]***

## AGENCY CONTACTS

**Agency Billing Contact.** Invoices are sent electronically only. Please provide the contact person to whom invoices should be sent:

NAME	EMAIL

**Agency Insurance Contact.** Please provide the contact person to whom the certificate of coverage should be sent:

NAME	ADDRESS
	Groveland Community Services District 18966 Ferretti Rd, Groveland, CA 95321

### RGS STAFF

CLASSIFICATION	HOURLY RATE*
Human Resources Director	SEE SEALED FEE
Senior Advisor/ Human Resources Manager	PROPOSAL
Project Advisor/Human Resources Analyst	
Project Coordinator/Human Resources Technician	

\*The Hourly Rate does not include direct external costs which will be invoiced to Agency with no markup.

## **Exhibit B**

**Scope of Services.** RGS shall assign an RGS employee or employees to perform the functions as described below:

IF SELECTED, RGS WILL INSERT PROPOSAL SCOPE OF SERVICES HERE