

COUNTY OF SAN MATEO

Inter-Departmental Correspondence

Date: August 29, 2001

Board Meeting Date: September 18, 2001

To: Honorable Board of Supervisors

From: Neil R. Cullen, Director of Public Works

Subject: Agreement to Provide Additional Staff Services to the City/County Association of Governments (C/CAG)

RECOMMENDATION

1. Adopt:
 - a) a resolution authorizing the President of the Board to execute an agreement with the City/County Association of Governments (C/CAG) for the provision of additional staff services; and
 - b) an ordinance amending the salary ordinance adding one unclassified position in Public Works for a staff person to be assigned to work on C/CAG business.
2. Approve an Appropriation Transfer Request (ATR) in the amount of \$139,940, increasing revenue from Charges for Services with corresponding increases in Salaries and Benefits and Services and Supplies (4/5ths vote required).

Key Facts

- * C/CAG is a joint powers agency of the twenty cities in the County and the County, which acts as the Countywide Congestion Management Agency.
- * C/CAG included funding in its 2001/02 budget for an additional full time person to assist with the delivery of transportation projects and other activities as determined by the C/CAG Executive Director.
- * C/CAG has requested that the Department of Public Works provide the additional staff assistance that C/CAG is requesting.
- * We believe the most appropriate mechanism is to use an unclassified position to provide the staff person to meet C/CAG's additional needs.

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Discussion

The member agencies to C/CAG including the County concluded, when C/CAG was created, that C/CAG should have only a full time staff of the Executive Director and an Administrative Assistant. All other staffing needs are met through arrangements for staff support from member agencies, or contracts for specific technical services such as development and operation of a travel-forecasting model.

The C/CAG Board, during its consideration of C/CAG's 2001-02 C/CAG budget, decided to continue and expand its role in assisting its member agencies in securing and obligating federal and state funds for transportation projects, and ensuring that these projects are delivered in a timely manner to avoid the loss of the federal and state funds. C/CAG also determined that additional staff support would be needed to help its member agencies with federal and state grants as the grant processes are becoming more complex with each funding cycle.

The County through the Department of Public Works currently provides staff support to C/CAG for transportation issues and C/CAG asked the Department to expand this support to help C/CAG meet its expanded role of helping member agencies with grant processes. We are willing to provide the additional staffing and believe the most appropriate method is to retain an employee in an unclassified position and enter into an agreement with C/CAG that provides for the full reimbursement of the salary and related overhead costs for this new position.

The proposed term of the agreement is until June 30, 2003, with language in the agreement allowing for extensions with the approval of the Director of Public Works and the Chair of C/CAG.

Fiscal Impact

C/CAG will pay the actual cost including overhead for staff services provided by Public Works.

There is no impact on the County General Fund or any other funds of the County as a result of this Agreement.

Honorable Board of Supervisors

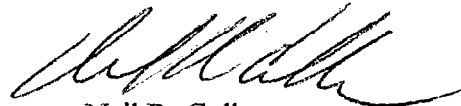
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The form of the resolution, ordinance and agreement has been approved by County Counsel and it is our understanding at the writing of this report that C/CAG will be considering the proposed agreement at their September 13, 2001, regular meeting.



Neil R. Cullen
Director of Public Works

NRC:WM:cda

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cc: Milt Mares, County Counsel

Resolution No. _____

Board of Supervisors, County of San Mateo, State of California

* * * * *

**Resolution Authorizing Execution of an Agreement to Provide Staff Services
for the City/County Association of Governments of San Mateo County**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, the City/County Association of Governments, hereinafter “C/CAG”, is a joint powers agency comprised of the twenty cities in the County and the County; and

WHEREAS, C/CAG looks to its member agencies, where appropriate, for assistance in meeting its staffing needs; and

WHEREAS, C/CAG has made provisions to fund staff services and desires to contract with the County of San Mateo for said staff services; and

WHEREAS, the County of San Mateo is willing and able to provide said staff services to C/CAG and an Agreement for said staff services has been prepared and presented to this Board of Supervisors for its consideration; and

WHEREAS, this Board finds it necessary and desirable to execute said Agreement:

NOW, THEREFORE, IT IS HEREBY ORDERED AND DETERMINED that the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest his signature thereto.

* * * * *

ORDINANCE NO. _____
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

* * * * *

AN ORDINANCE AMENDING SALARY ORDINANCE 04060

The Board of Supervisors of the County of San Mateo, State of California, ordains as follows:

SECTION 1. Part 12 of the Ordinance is amended as indicated:

ORGANIZATION 48300 PUBLIC WORKS – TRANSPORTATION SERVICES

1. Item B242, Administrative Services Manager I - unclassified, is increased by 1 position for a new total of 1 position.

SECTION 2. This action is effective at the start of the first pay period beginning thirty days following adoption.

AGREEMENT FOR STAFF SERVICES

THIS AGREEMENT is made as of this _____ day of _____, 2001, by and between the COUNTY OF SAN MATEO (County), a political subdivision of the State of California and the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG), a joint powers agency.

RECITALS

A. C/CAG is composed of the twenty cities and the County of San Mateo. Each member city and the County of San Mateo, in its role as a member of C/CAG, shall be referred to hereinafter as a “member agency.”

B. C/CAG looks to each of its member agencies, where appropriate, for assistance in meeting its staffing needs.

C. C/CAG has made provisions to fund one full-time staff person to perform work that will help its member agencies in securing transportation funding and delivering transportation projects.

D. C/CAG desires to contract with the County of San Mateo for said services.

E. The County of San Mateo is willing and able to provide said staff services to C/CAG.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions contained in this agreement and for other good and valuable consideration, the parties hereto agree as follows:

1. Scope of Services to be provided by the County.

In consideration of the payments by C/CAG to the County as hereinafter provided, the County will employ one qualified full-time person, acceptable to C/CAG, to perform services for C/CAG intended to augment and assist the efforts of the existing C/CAG staff. The work to be performed by the County will be more specifically delineated in a Work Plan, as hereinafter described, and will be limited to that which can reasonably be accomplished by one full-time person. Said services could include:

- Staff support to one or more of C/CAG's committees.
- Staff support for the Transportation for Clean Air Program.
- Staff support for bicycle and pedestrian activities of C/CAG.
- Staff support for the State and Federal transportation funding programs.
- Provide urban planning input into transportation planning efforts of C/CAG.
- Provide support for the Congestion Management Program.
- Provide general support to the Transportation Services Section.
- Assist in the research of transportation related legislation.
- Represent C/CAG at various local and regional meetings.

2. Work Plan

The services provided by the County under this agreement shall be performed pursuant to a Work Plan jointly prepared and mutually acceptable to the County and C/CAG. The Work Plan shall specifically delineate the work to be performed by the County. The term of the Work Plan shall be that agreed to by the County and C/CAG and may be other than the term of this agreement. The Work Plan may be revised periodically according to a procedure and schedule that is mutually agreeable to the County and C/CAG.

3. Contract Term

This agreement shall commence on the date this agreement was first made, and shall terminate on June 30, 2003, unless either party terminates it earlier. This agreement may be extended on a year-to-year basis. All extensions of this agreement shall be in writing and signed by the Chairperson of C/CAG and the County Director of Public Works.

4. Payments

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein, C/CAG shall make payments to the County on a quarterly basis. County shall bill C/CAG on a quarterly basis for the following costs related to the County employee performing said staff services under this agreement and the Work Plan:

- a. The actual cost of said employee to the County, the components of which are salary, benefits and overhead;
- b. The actual cost of any direct expenses related to carrying out the Work Plan.
- c. The actual cost of attendance by said County employee at meetings, conferences, seminars or workshops which are germane to carrying out the Work Plan and which do not involve overnight travel unless C/CAG has given its prior approval.
- d. The actual cost of any other expenses when C/CAG has given prior approval for those expenses.

Billings by the County shall be in the form of an invoice submitted to the Executive Director of C/CAG. All invoices shall be due and payable upon receipt.

5. Relationship of the Parties

The parties to this agreement view it as establishing a cooperative and interactive relationship between C/CAG and the County. The parties further understand and agree that the person employed by the County to provide said staff services to C/CAG is an employee of the County, will be supervised solely by the County, and acquires the rights, privileges, powers or advantages of County employees, and is not an employee of C/CAG.

6. Hold Harmless

To the extent permissible by law, each party to this agreement shall and hereby agrees to hold the other, its governing body, boards, commissions, officers, employees and agents harmless from any liability for damages or claims for damages resulting, or alleged to have resulted, from personal injury, including death and/or from liability or claims for property damage or loss including loss of use thereof, resulting in any manner, directly or indirectly, by reason of any negligent act or omission on the part of the other party, its governing body, boards, commissions, officers, employees or agents in the performance of said party's duties and obligations under this agreement. Each party agrees to, and shall, to the extent permissible by law, indemnify and defend the other, its governing body, boards, commissions, officers, employees and agents, from any claims, suits or actions at law or in equity for any damages or loss, whatsoever, caused or alleged to have been caused, by and of the aforesaid acts or omissions.

7. Termination of Agreement

Either party to this agreement may, at any time, terminate this agreement for the convenience of that party by giving ninety (90) days written notice to the other party specifying the effective date of such termination. County shall be entitled to receive payment for services provided prior to termination of this agreement. The right of either party to terminate this agreement as provided herein shall continue during any extensions of this agreement.

8. Non-discrimination

No person shall illegally be excluded from participation in, denied the benefits of, or be subjected to discrimination under this agreement on account of their race, sex, color, national origin, religion, age, or disability. County shall ensure full equal employment opportunity for all employees under this agreement.

9. Merger Clause

This agreement constitutes the sole agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the Chairperson of C/CAG and the County Director of Public Works, or as otherwise provided for herein.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed
by their duly authorized officers on the day and year first hereinabove written.

FOR THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS (C/CAG)

BY: _____
James Hartnett, Chairman

APPROVED AS TO FORM

BY: _____
Michael Murphy, C/CAG Legal Counsel

FOR THE COUNTY OF SAN MATEO (COUNTY)

BY: _____
Michael D. Nevin, President
Board of Supervisors
County of San Mateo

ATTEST:

Clerk of the Board

APPROVED AS TO FORM

BY: _____
County Counsel