

**Agreement for Staff Services  
to the South Bayside Waste Management Authority**

**THIS AGREEMENT** is made by and between the COUNTY OF SAN MATEO ("County"), a political subdivision of the State of California and the SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY ("Authority"), a joint powers authority created pursuant to Section 6500 et seq. of the California Government Code.

**Recitals**

A. The Authority is comprised of the cities of Atherton, Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos and San Mateo, the County of San Mateo, and the West Bay Sanitary District. Each Authority member city and the County of San Mateo, in its role as a member of the Authority, shall be referred to hereinafter as a "Member Agency."

B. The County and the Authority have previously entered into an Agreement for Staff Services dated December 5, 1995, and a First Amendment to Agreement for Staff Services dated April 14, 1998, whereby the County hires and employs, and the Authority funds, two full-time staff persons to perform work on behalf of the Authority.

C. Said Agreement for Staff Services, as amended, will expire on December 31, 2003, and the Authority and the County desire to enter into a new agreement whereby the County will continue to provide staff services to the Authority.

**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. Obligations and Responsibility for Compliance with AB 939**

The Authority and the County acknowledge, understand and agree that pursuant to the California Integrated Waste Management Act of 1989 ("AB 939"), each Member Agency bears an obligation and full responsibility for compliance with AB 939, and nothing contained herein abrogates, alters or in any way changes this obligation and responsibility.

**2. Scope of Services Provided by the County**

In consideration of the payments made by the Authority to the County as hereinafter provided, the County will hire and employ two qualified full-time persons, acceptable to the Authority, and make said persons available exclusively to the Authority to perform services for the Authority.

The work to be performed by the persons hired and employed by the County under this Agreement will be limited to that which can reasonably be accomplished by two full-time

employees and will be more specifically described in a Work Plan for each employee, prepared and approved by the Authority, and made available to the County. The term of said Work Plans shall not be longer than one year. The County may, at any time, request, and the Authority will provide, an updated Work Plan for either or both employees.

The persons hired by the County pursuant to this Agreement will be hired into existing San Mateo County unclassified, or at-will, positions deemed appropriate by the County and the Authority.

The parties acknowledge that the County currently employs two persons, namely, Kathleen Gallagher and Debby Kramer, pursuant to the Staff Services Agreement dated December 5, 1995, as amended, and the parties agree that as of the date this Agreement commences, these same two named persons shall be the two persons the County agrees to employ pursuant to this Agreement.

### **3. Term of the Agreement**

It is the intent of the parties that the provision of services pursuant to the Staff Services Agreement dated December 5, 1995, as amended, and the provision of services pursuant to this Agreement be uninterrupted, and that, for accounting considerations, the commencement of this Agreement be aligned with the first day of a San Mateo County biweekly pay period. Therefore, this Agreement will commence on the first day of the San Mateo County biweekly pay period following the date that the two persons the County employs pursuant to the Staff Services Agreement dated December 5, 1995, as amended, physically vacate the office space currently provided to them in the County Office Building at 555 County Center, Redwood City, California, or on January 1, 2004, whichever occurs first. The parties further agree that the Staff Services Agreement dated December 5, 1995, as amended, will terminate upon the commencement of this Agreement as set forth herein. The County will inform the Authority in writing of said date of commencement if it is other than January 1, 2004. This Agreement shall terminate at the end of the day on December 31, 2004.

### **4. Responsibility of the Authority**

The Authority will, at its sole expense, provide the persons employed by the County pursuant to this Agreement with suitable work space in a building not owned or leased by the County and will, at its sole expense, provide said persons with all of the furniture, tools and instruments necessary for them to carry out their work, including, but not limited to, desks, chairs, filing cabinets, computers, telephones, and office supplies.

Because the Authority and the County, through its RecycleWorks Program, both work in the same field of recycling and waste management, and often offer services to the same audience, the Authority agrees that in addition to providing work space in non-County facilities it will provide the persons the County employs pursuant to this Agreement with telephone numbers and email addresses that are distinct from those of other County employees in order to minimize confusion in the delivery of services and to reinforce the distinct identities of the Authority and the County's RecycleWorks Program.

## **5. Payments**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein, the Authority will make payments to the County on a quarterly basis. The basis for calculating the amount of each quarterly billing will be the hourly Applied Charges for the persons employed by the County pursuant to this Agreement as those Applied Charges appear in the County Department of Public Works' Cost Accounting Management System ("CAMS") database. The components of the hourly Applied Charge in CAMS are salary, benefits and non-productive time. In determining the amount to be billed to the Authority the County will multiply the Applied Charge for each of the persons employed by the County pursuant to this Agreement by each hour worked by said persons during the subject quarter. Two percent (2%) will be added to this total for the County's payroll and billing costs. The County will invoice the Authority for the resulting sum.

Within twenty (20) days of the end of each quarter the County will prepare said invoice and send it to the Authority. The invoice will include a breakdown of the charges by Authority program as said programs appear in the County's CAMS Work Authorization database. Upon receipt of said invoice, the Authority will make payment to the County within twenty (20) days.

The Authority shall pay, subject to the approval of the Authority and in a manner acceptable to the Authority, for all other costs incurred by the persons employed by the County pursuant to this Agreement including, but not limited to, direct expenses related to carrying out the Work Plan, individual direct expenses of said employees, the cost of attendance of said employees at meetings, conferences, seminars, or workshops, and the cost of membership for said employees in associations or organizations germane to carrying out the Work Plan, and the County will not be liable for any such expenditures.

## **6. Relationship of the Parties and the Nature of the Positions**

The parties to this Agreement view it as continuing a cooperative and interactive relationship between the Authority and the County.

The parties agree that with regard to the day to day employment of the persons employed by the County pursuant to this Agreement the County is only providing payroll services for said persons and that all other day to day responsibilities for said persons, including, but not limited to, oversight, management, supervision, accrued leave approvals and time sheet verification, reside with the Authority.

Notwithstanding the foregoing the parties agree that the persons employed by the County pursuant to this Agreement are employees of the County and acquire the rights, privileges, powers or advantages and responsibilities of County employees. The County will make adjustments to their compensation and benefits consistent with negotiated adjustments to the compensation and benefits of County employees in similar job classifications.

The parties agree that the positions occupied by the persons employed by the County

pursuant to this Agreement are, and will remain, San Mateo County positions throughout the term of this Agreement, and shall be subject to all changes, such as reclassifications, deemed appropriate by the County.

The parties agree that the persons employed by the County pursuant to this Agreement are not employees of the Authority.

**7. 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 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.

**8. 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 rendered prior to termination of this Agreement.

**9. Non-Discrimination**

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

**10. 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 Agreement are not binding. All subsequent modifications shall be in writing and signed by the Chair of the Authority and the President of the County Board of Supervisors.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement for Staff Services to the Authority effective as of the date set forth herein.

Date: \_\_\_\_\_

**“Authority”**

**South Bayside Waste Management Authority**

*Approved to form  
by (Court) Eugene  
Attorney*

By: *Michael P. Garvey*  
Michael Garvey, Chair  
South Bayside Waste Management Authority

**“County”**

**County of San Mateo**

By: \_\_\_\_\_  
Rose Jacobs Gibson, President  
Board of Supervisors, County of San Mateo

Attest:

\_\_\_\_\_  
John Maltbie  
Clerk of the Board of Supervisors