AGREEMENT WITH COUNTY OF SAN MATEO FOR INTERIM PUBLIC WORKS DIRECTOR STAFFING SERVICES

Contractor Name and Address: County of San Mateo
Department of Public Works
Attention: Public Works Director
555 County Center, 5th Floor
Redwood City, CA 94063

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above

Agreement Number to:
Finance Department
Attention: Finance Director
701 Laurel Street
Menlo Park, CA 94025

Project Name: Interim Public Works Director Staffing

It is agreed between the City of Menlo Park, California (CITY), and County of San Mateo (COUNTY) as follows:

1. Services to be performed by COUNTY. In consideration of the payments hereinafter set forth, COUNTY shall perform services for CITY in accordance with terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the City of Menlo Park. COUNTY shall provide said services approximately 30 hours per week, which will include services during normal work hours, and include any meetings occurring after normal business hours such as City Council meetings, Planning Commission meetings, miscellaneous community meetings, and any other meetings that CITY identifies. During the provision of said services, COUNTY employees shall be under the direction and supervision of the CITY.

2. Contract Term. The term of this agreement shall be from September 14, 2015 to December 31, 2015 unless terminated earlier by the City.

3. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," City shall make payment to COUNTY in the manner specified herein and in Exhibit "A" at a rate of $98.430 per hour. In the event that the City makes any advance payments, COUNTY agrees to refund any amounts in excess of the amount owed by the City at the time of contract termination. The City reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for all services under this agreement exceed $54,000 unless mutually agreed upon by City and COUNTY in writing.

4. Relationship of the Parties. COUNTY agrees and understands that the work/services performed under this agreement are performed as an Contractor and not as an employee of the City and that COUNTY acquires none of the rights, privileges. powers or advantages of City employees.

5. Insurance and Indemnity. To the extent CITY desires insurance coverage in connection with services provided by the COUNTY employees pursuant to this Agreement, the CITY shall, at its own expense, provide and keep in force such insurance, including but not limited to general liability insurance and automobile liability insurance.

CITY shall defend, indemnify and save harmless County and its employees, agents and officers from all claims, suits, damages or actions arising from CITY's performance under this Agreement. CITY shall further defend, indemnify and save harmless County and its employees, agents and officers from all claims, suits, damages or actions arising from acts undertaken by COUNTY employees under the direction or supervision of CITY and its employees, agents and officers.

The duty to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
6. **Non-assignability.** COUNTY shall not assign this Agreement or any portion thereof to a third party without the prior written consent of City, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

7. **Termination of Agreement.** The CITY may, at any time, terminate this Agreement, in whole or in part, for the convenience of CITY, by giving written notice specifying the effective date and scope of such termination. The COUNTY may, at any time, terminate this Agreement, in whole or in part, for the convenience of COUNTY, by giving written notice specifying the effective date and scope of such termination. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereinafter referred to as materials) prepared by COUNTY under this Agreement shall become the property of the City upon COUNTY'S receipt of final payment and shall be promptly delivered to the City. Upon termination, the COUNTY may make and retain a copy of such materials. COUNTY shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

8. **Worker's Compensation Insurance.** COUNTY agrees and understands that the City does not provide Worker's Compensation Insurance to, or on behalf of, the Contractor for the work/services performed, but that said insurance is the sole responsibility of the undersigned.

9. **Payment of Permits/Licenses.** COUNTY shall obtain any license, permit, or approval if necessary from any agency whatsoever for the work/services to be performed, at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.

10. **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.

11. **Retention of Records.** COUNTY shall maintain all required records for three years after the City makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the City, a federal agency, and the state of California.

12. **Merger Clause.** This Agreement, including Exhibit “A” attached hereto and incorporated herein by reference, 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 City. In the event of a conflict between the terms, conditions, or specifications set forth herein and those in Exhibit “A” attached hereto, the terms, conditions, or specifications set forth herein shall prevail.

**SIGNATURE PAGE FOLLOWS**
THIS CONTRACT IS NOT VALID UNTIL SIGNED BY BOTH PARTIES

City Manager

Pamela Aguilar

Attest: City Clerk

James Porter

COUNTY Name Printed

COUNTY Signature

94-6000-532

COUNTY'S Tax I.D. Number or Social Security Number

Date

9/11/15

9-11-15

Date

9.11.15

Date

9.11.15

Attachment: Exhibit A – Scope of Work
EXHIBIT A

Scope of Work

COUNTY shall provide City with interim staff to fulfill the role of Director of Public Works as detailed in the following job class specification.
EXHIBIT A

City of Menlo Park November 2011

DIRECTOR OF PUBLIC WORKS

Unit: Executive Management

DEFINITION

This position reports directly to the City Manager and is a member of the Executive Management Team. Oversees the Maintenance, Engineering, Transportation, Environmental and Water Divisions. Responsible for directing and coordinating the planning, design, construction and inspection of all Capital Improvement Projects, and directing the maintenance of streets, storm drainage systems, vehicles, parks, trees, City facilities and water distribution systems; oversees the City’s environmental initiatives and solid waste programs; prepares the Capital Improvement Program and monitors and reports on progress on a City wide basis.

IMPORTANT AND ESSENTIAL DUTIES

Essential and other important duties and responsibilities may include, but not be limited to:

- Manages large construction projects that involve interdepartmental coordination;
- Negotiates and administers operating and use contracts for City facilities;
- Negotiates and implements development agreements;
- Assists departments with the development and preparation of complex presentations before City Council, commissions, outside entities and the public;
- Prepares capital improvement budgets and coordinates City wide reporting;
- Works on major projects involving one or more departments, as directed;
- Makes presentations and represents the City before City Council, commissions, other boards and committees, outside agencies and professional organizations;
- Directs the Assistant Director of Public Works in providing maintenance of streets, storm drainage facilities, vehicles, parks, trees, City facilities and water distribution systems;
- Develops the department budget and monitors implementation to achieve departmental objectives;
- Oversees engineering design, construction and inspection of public works projects;
- Oversees transportation analysis, shuttle operations, transportation related projects, and safe routes implementation;
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- Ensures that departmental operations are conducted in a safe and efficient manner;
- Supervises, trains, and evaluates staff;
- Assumes the responsibility for special projects, as assigned
- Performs other related duties, as assigned.

JOBS RELATED AND ESSENTIAL QUALIFICATIONS

Knowledge of: Functions, principles, practices and techniques of public administration; principles and practices of management and supervision; principles and practices of municipal finance and budgeting; human behavior and motivation; research techniques, sources and availability of information, and methods of report presentation; applicable federal, state and local laws, rules and regulations pertaining to local government operations; principles and techniques of public participation and public information; dynamics of line-staff relationships; effective techniques of interpersonal communication and relations; problem solving techniques.

Ability to: Establish and maintain effective working relationships; communicate effectively orally and in writing; analyze complex budgetary, financial, management and/or operational problems and propose solutions; devise effective and efficient operating methods or procedures; interact effectively with the public, representatives of business, industry or other governmental agencies; elicit the cooperation of others; monitor program or project implementation on a City wide basis; negotiate solutions; maintain and exhibit discretion and integrity when handling confidential information; analyze problems and propose solution; operate a computer and use business software with a high degree of skill and proficiency.

Experience and Education: Any combination of education and experience that would provide the required knowledge and abilities. A typical way of obtaining the education and experience would be to possess a Bachelor's Degree in civil engineering, preferably with an advanced degree in public administration, political science or closely related field, plus at least eight years of progressively responsible administrative or managerial experience in municipal government.
EXHIBIT A

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Licenses: Registration as a Professional Civil Engineer in the State of California. Possession of a valid and appropriate California Driver’s license is required at all times.

Working Conditions: General office work maintaining a sustained posture in a seated position, and computer use.