

# PROFESSIONAL SERVICES AGREEMENT

City Manager's Office  
701 Laurel St., Menlo Park, CA 94025  
tel 650-330-6620



Contract #: 2261

## AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND TERRI MOLAKIDES

THIS AGREEMENT made and entered into at Menlo Park, California, this 11th day of February, 2018, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and TERRI MOLAKIDES, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, the CITY desires to retain FIRST PARTY as an employee to perform the services of Interim Police Commander of the CITY; and

WHEREAS, FIRST PARTY desires to serve as an Interim Police Commander of the CITY.

Now, therefore, CITY and FIRST PARTY agree as follows:

### 1. DUTIES

CITY hereby appoints and employs FIRST PARTY, as an Interim Police Commander of CITY on a temporary basis, not to exceed 960 hours during any fiscal year, between February 11, 2018 and August 11, 2018, unless otherwise terminated as set forth herein. The CITY expects the job responsibilities will require approximately 20 hours per week. With the exception of emergency response, FIRST PARTY shall work no more than 20 hours per week.

FIRST PARTY shall perform the tasks and duties of a Police Commander on an interim basis for CITY in accordance with State law, the City of Menlo Park Municipal Code, and as directed by the Police Chief. FIRST PARTY shall at all times, faithfully, industrially and to the best of her ability, experience and talent, perform all services as required herein. Specific work activities for FIRST PARTY are identified below, and she shall work on other projects as assigned by the Police Chief.

- a. Manage the day-to-day activities of the Menlo Park Police Department.
- b. Assist with labor relations activities.
- c. Assist in the resolution of personnel issues.
- d. Be available during normal business hours to meet and speak with the Police Chief and other staff as needed to discuss organizational issues.
- e. Attend City Council meetings, City Council Study Sessions, Community meetings and other events as required by the Police Chief.
- f. Perform project management work as assigned, including but not limited to, the City's Emergency Disaster Preparedness Program.

## 2. RELATIONSHIP OF THE PARTIES

- a. FIRST PARTY agrees and understands that the work/services provided under this Agreement are performed as a temporary employee of CITY and that FIRST PARTY acquires none of the rights, privileges, powers or advantages of CITY employees. FIRST PARTY agrees and understands that her employment with CITY under this appointment is "At-Will." This means that FIRST PARTY or CITY may at any time, for any reason, terminate this Agreement by giving written notice of the decision to terminate employment. FIRST PARTY may terminate her employment by giving written notice to the Police Chief specifying the effective date of such termination. As a courtesy, FIRST PARTY will provide notice of not less than 14 days from the date that she proposes to terminate her employment. CITY reserves the right to terminate, and may terminate, FIRST PARTY's employment before the date that she specifies in her notice.
- b. In the event of termination, any City equipment will be promptly returned to CITY. In addition, any and all finished and unfinished documents, data, reports and materials are the property of CITY and shall be promptly delivered to the Police Chief. FIRST PARTY shall be entitled to receive compensation for services rendered in accordance with this offer prior to the termination of employment. FIRST PARTY shall be deemed to be a "Confidential Employee" and shall keep all information acquired through this position in the strictest confidence.

## 3. PAYMENT/COMPENSATION

- a. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein, CITY shall pay FIRST PARTY a fee of Ninety-Five Dollars (\$95.00) per hour for all hours worked within the course and scope of assigned duties. Said sum is intended to include total compensation to FIRST PARTY by CITY. As FIRST PARTY is a temporary employee, CITY shall not provide or be obligated to provide medical, dental, life or similar insurance or benefit coverage or to make or contribute any additional sum for any retirement benefits, except those required by law. As a retired CalPERS annuitant, FIRST PARTY shall not be entitled to participate in CITY's CalPERS retirement plan.
- b. CITY shall provide FIRST PARTY use of a CITY emergency vehicle for official CITY business and for travel to and from her residence. Any other use of a CITY vehicle other than as stated herein is prohibited.
- c. The CITY shall provide/issue FIRST PARTY uniforms and safety equipment reasonably necessary to perform services as described herein.
- d. CITY shall provide/issue FIRST PARTY a cell phone for work related business calls.
- e. CITY agrees to reimburse FIRST PARTY for non-personal expenses reasonable and necessarily incurred in the course and scope of performing her duties, and pursuant to existing CITY policies regarding such expenses. FIRST PARTY must obtain pre-approval from the Police Chief prior to incurring reasonable business expenses. Final approval is at the Police Chief' sole discretion.
- f. CITY shall provide/issue FIRST PARTY a laptop computer for work related business tasks.

#### 4. NOTICE

- a. Whenever it shall be necessary for either party to serve notice on the other, such notice shall be served by certified mail. Notice shall be deemed to be served seventy-two (72) hours after the same has been deposited in the United States Postal Service. This shall be valid and sufficient service of notice for all purposes. Notices required to be given to CITY shall be addressed as follows: City of Menlo Park, attn.: Police Chief, 701 Laurel St., Menlo Park, CA 94025 and notices required to be given to FIRST PARTY shall be addressed as follows: Terry Molakides, 2 Montalena Ct., Woodside, CA 94062 unless and until different addresses may be furnished in writing by either party to the other.

#### 5. ASSIGNMENT

- a. FIRST PARTY shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without the prior written consent of the Police Chief.

#### 6. INDEMNIFICATION

- a. Except as otherwise provided by law, and provided that FIRST PARTY complies with the provisions of Sections 825 and 825.6 of the California Government Code, as now existing or hereafter amended, the CITY shall defend, hold harmless and indemnify FIRST PARTY against any tort, civil rights, personnel, discrimination, professional liability claim or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the course and scope of his performance of duties in accordance with California Government Code Section 825 and 825.6. This indemnification shall survive the termination of this Agreement insofar as the alleged conduct occurred within the course and scope of her employment with CITY. CITY may conduct such defense reserving the rights of CITY not to pay the judgment, compromise or settlement until it is established that the injury arose out of an act or omission occurring within the scope of FIRST PARTY's employment as an employee of CITY. CITY is required to pay the judgment, compromise, or settlement only if it is established that the injury arose out of an act or omission occurring in the scope of FIRST PARTY's employment as an employee of CITY. Nothing in this Agreement authorizes or obligates CITY to pay that part of any claim or judgment that is for punitive or exemplary damages. CITY may compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered therefrom only to the extent authorized in Sections 825 through 825.6, as now existing or hereafter amended.
- b. Except as provided in Government Code Section 995.2, CITY shall provide a defense including but not limited to legal counsel in: a) any civil action or proceeding described in Government Code Section 995.6; or b) any criminal action or proceeding described in Government Code Section 995.8. "Proceeding" as used in this section is applicable to situations where a claim or action is threatened but not filed, if a reasonable, prudent person would consult or retain counsel in response to the possibility of actual civil, administrative or criminal action. If CITY pays for a defense, but a court or tribunal issues a final ruling that would, under Section 995.2, preclude any CITY payments for defense, FIRST PARTY shall immediately reimburse CITY, and if she fails to do so, CITY may offset any such amounts against compensation otherwise due FIRST PARTY under this Agreement. CITY may compromise and settle any such claim or suit and pay the amount of any settlement or judgment therefrom. This provision shall survive the termination of this agreement.
- c. If FIRST PARTY is convicted of a crime involving an abuse of her office or position, as defined in Government Code section 53243.4, then FIRST PARTY shall fully reimburse CITY for any paid leave salary paid by CITY to FIRST PARTY pending any investigation, funds provided to FIRST PARTY for her legal criminal defense, and/or any severance pay or cash settlement paid to FIRST PARTY related to her termination by CITY. Said reimbursements are required if such payments are made, even if the payments were made by CITY in the absence for any contractual requirement to do so.

**7. CONFLICT OF INTEREST**

a. FIRST PARTY affirms that she has no interest in, nor shall she acquire any interest directly or indirectly, which will conflict in any manner of degree with the subject matter of the terms of this offer or her performance of services hereunder. FIRST PARTY shall file a disclosure of economic interest (Form 700) if required to do so by applicable law or if requested to do so by the Police Chief.

**8. EXCLUSIVE EMPLOYMENT**

a. FIRST PARTY agrees to remain in the exclusive employ of the CITY and shall not accept employment on behalf of any person, firm, corporation, or entity during the term of her employment with CITY unless approved by the Police Chief in advance

**9. POST EMPLOYMENT**

a. Following separation from employment, FIRST PARTY shall be reasonably available to assist CITY as needed in any Department matters that are continuing or have not been resolved prior to her separation from employment. FIRST PARTY shall be compensated at a mutually agreed upon rate for any services rendered under this provision.

**10. SEVERABILITY**

a. Should any part of the terms and conditions of the employment as set forth herein be declared by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the terms and conditions, which shall continue in full force and effect.

**11. ACCEPTANCE OF AGREEMENT**

a. FIRST PARTY has had the opportunity to consult legal counsel with regard to the terms and conditions of this Agreement for employment with CITY and has read and understands the conditions, is fully aware of their legal effect, and accepts the terms and conditions contained herein based on her own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

**FIRST PARTY:**

  
\_\_\_\_\_  
Terri Molakides

2/12/18  
\_\_\_\_\_  
Date

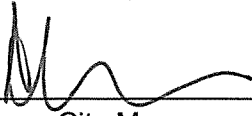
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**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
William L. McClure, City Attorney

2/12/18  
\_\_\_\_\_  
Date

**CITY OF MENLO PARK:**



\_\_\_\_\_  
Alex D. McIntyre, City Manager

*2/12/18*

\_\_\_\_\_  
Date

**ATTEST:**



\_\_\_\_\_  
Clay Curtin, Interim City Clerk

*2/12/18*

\_\_\_\_\_  
Date