

AGREEMENT FOR STAFF SERVICES

THIS AGREEMENT is made as of this ____ day of _____, 2012, 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 full-time staff positions to perform services as directed by the C/CAG Executive Director.

- 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 qualified full-time persons, 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, as hereinafter described, will be limited to that which can reasonably be accomplished by these full-time persons. Said services could include:

- Staff support to all C/CAG's committees.
- Staff support for all C/CAG programs, including but not limited to the Transportation Fund for Clean Air (TFCA) Program, Congestion Management Program (CMP), Transit Oriented Development (TOD) Program, Congestion Management and Environmental Mitigation Pilot Program, Measure M Program, State Transportation Improvement Program (STIP), Congestion Relief Plan related programs, and Lifeline 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.
- Assist in the research of transportation related legislation.
- Represent C/CAG at various local and regional meetings.

2. Contract Term

This Agreement shall commence on the date this Agreement was first made, and shall be deemed terminated when either party provides written termination notice to the other party as specified in section 6 of this Agreement.

3. 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(s) performing said staff services under this Agreement:

- a. The actual cost of said employee(s) to the County, the components of which are salary, benefits and overhead.
- b. The actual cost of any direct expenses related to carrying out this Agreement.
- c. The actual cost of attendance by said County employee(s) at meetings, conferences, seminars or workshops which are germane to carrying out this Agreement and which do not involve overnight travel unless the C/CAG Executive Director or his/her designee has given prior approval.
- d. The actual cost of any other expenses when the C/CAG Executive Director or his/her designee 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.

4. 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 by C/CAG and the County, and acquires the rights, privileges, powers or advantages of County employees, and is not an employee of C/CAG.

5. Hold Harmless/Indemnity

COUNTY shall defend, indemnify and save harmless C/CAG and its member agencies and their employees, agents and officers from all claims, suits, damages or actions arising from COUNTY's performance under this Agreement.

C/CAG shall defend, indemnify and save harmless County and its member agencies and their employees, agents and officers from all claims, suits, damages or actions arising from C/CAG's performance under this Agreement

The duty of the parties 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. 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.

7. 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.

8. 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: _____
Bob Grassilli, Chairman

APPROVED AS TO FORM:

BY: _____
C/CAG Legal Counsel

FOR THE COUNTY OF SAN MATEO (COUNTY)

BY: _____
President, Board of Supervisors
County of San Mateo

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

BY: _____
County Counsel