



Staff Report

RESOLUTION AUTHORIZING CONTRACT WITH FIRM OF MANAGEMENT PARTNERS FOR THE PROFESSIONAL SERVICES OF MR. MIKE BRIDGES

Honorable Mayor and Council Members:

Summary

The City Manager has negotiated a monthly personal services contract with the firm of Management Partners for the services of Mr. Mike Bridges. Mr. Bridges will serve as the part time Parks & Recreation Department Director for the remainder of this fiscal year. The City Manager recommends approval of the attached resolution authorizing execution of a professional services contract not to exceed \$ 116,600.

Background

The Belmont Parks & Recreation Director, Mr. Karl Mittelstadt, retired in June 2005. The Interim City Manager is recommending that a permanent replacement not take place until the permanent City Manager is appointed. The permanent City Manager should be allowed to appoint his or her department directors. The arrival of the new permanent City Manager is anticipated to be in March 2006. Logically, the Parks & Recreation Director appointment could then occur around June 2006.

The City Manager has held contract negotiations with the firm of Management Partners for the services of Mr. Mike Bridges. Mr. Bridges is a municipal manager with 30 years of experience in the public sector, including five in Parks & Recreation for the City of Oakland. In addition, Mr. Bridges has participated in several consulting engagements related to the Parks & Recreation function. Further, Mr. Bridges previously served as the City of Belmont Assistant City Manager under Tom Lewcock. He is familiar with City of Belmont operations and could transition easily into an interim assignment as the Parks & Recreation Director.

Mr. Bridges will be available beginning Monday July 25. It is anticipated that in addition to running the day-to-day operations of the department, he will also conduct an assessment of the Parks & Recreation department and make recommendations for improvement. These recommendations would be a working tool for the next permanent Director.

Mr. Bridges will be in attendance Tuesday night July 26.

Discussion

N/A

Fiscal Impact

The cost of the negotiated contract for Mr. Bridges services is \$10,600 per month. At that rate, an eleven-month professional services contract would cost \$116,600. In comparison, the monthly cost currently budgeted for a permanent Park & Recreation Director is \$13,460, including benefit costs. Because this contract will exceed the City Manager's contract authority dollar limit of \$100,000 – City Council approval is required.

Public Contact

On the City Council agendas of June 28 and July 14 was a background report on the retirement of Karl Mittelstadt. In that report, we articulated the fact that we were negotiating with the firm of Management Partners.

Copies of this report have been forwarded to the Belmont Parks Commissioners. It has also been shared with the Supervisors in the Parks & Recreation department.

Recommendation

The Interim City Manager recommends approval of the attached resolution authorizing a professional services contract with the firm of Management Partners for the services of Mr. Mike Bridges through June 2006.

Alternatives

Alternatives to an interim appointment would be to:

- Have the existing Supervisors report directly to the Interim City Manager while the recruitment for a permanent Director is conducted immediately. The Interim City Manager would make the appointment
- Reorganize the department, moving the facility maintenance function to public works and run the remainder with the existing supervisors on a permanent basis. Eliminate the Director's position.

Attachments

- A. Resolution authorizing contract with Management Partners
- B. Standard form professional services agreement

Respectfully submitted,

Jack R. Crist
Interim City Manager

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT
AUTHORIZING A CONTRACT WITH MR. MIKE BRIDGES AND MANAGEMENT
PARTNERS AS INTERIM PARKS AND RECREATION DIRECTOR**

WHEREAS, Karl Mittelstadt has retired as Parks and Recreation Director; and

WHEREAS, the City Council wishes to contract for services with Management Partners and appoint Mr. Mike Bridges as Interim Parks and Recreation Director, as reflected in Attachment B, the Professional Services Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Belmont hereby authorizes and directs the City Manager to execute said Agreement.

* * * * *

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Belmont at a regular meeting thereof held on July 26, 2005 by the following vote:

AYES, COUNCILMEMBERS: _____

NOES, COUNCILMEMBERS: _____

ABSTAIN, COUNCILMEMBERS: _____

ABSENT, COUNCILMEMBERS: _____

CLERK of the City of Belmont

APPROVED:

MAYOR of the City of Belmont

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the 26th day of July, 2005 by and between the City of Belmont hereinafter called "CITY" and Management Partners hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to render certain professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY and;
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.

- 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination.
 - (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon completion of performance of services hereunder by CONSULTANT.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than ten (10) days prior to the effective date of termination, which date shall be included in said notice. In the event of such termination, CITY shall compensate CONSULTANT for services rendered, and reimburse CONSULTANT for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of CITY to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to CITY hereunder.

- 3. Compensation; Expenses; Payment. CITY shall compensate CONSULTANT for all services performed by CONSULTANT hereunder on a time and materials basis in an amount based upon CONSULTANT's hourly rates during the time of the performance of said services as set forth in CONSULTANT's fee schedule marked Exhibit A hereof, attached hereto and by this reference incorporated herein.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder shall not exceed the sum of one hundred sixteen thousand six hundred dollars (\$116,600), unless the performance of services and/or reimbursement of costs and expenses in excess of said amounts have been approved in advance of performing such services or incurring such costs and expenses by CITY.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon monthly billing therefor by CONSULTANT to CITY, which billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event CITY desires the performance of additional services not otherwise included within the services described in Exhibit A, such services shall be authorized in advance of the performance thereof by CITY. Such amendment to this Agreement shall include a description of the services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate for the accomplishment of such services. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. CONSULTANT shall keep and maintain accurate records of all time expended and costs and expenses incurred relating to services to be performed by CONSULTANT hereunder. Said records shall be available to CITY for review and copying during regular business hours at CONSULTANT's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Reliance on Professional Skill of CONSULTANT. CONSULTANT represents that it has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. In performing services hereunder CONSULTANT shall adhere to the standards generally prevailing for the performance of expert consulting services similar to those to be performed by CONSULTANT hereunder.
8. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by CONSULTANT pursuant to the terms of this Agreement, shall, upon preparation and delivery to CITY, become the property of CITY.
9. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
10. Schedule. CONSULTANT shall adhere to the schedule set forth in Exhibit A; provided, that CITY shall grant reasonable extensions of time for the performance of such services occasioned by governmental reviews of CONSULTANT's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, CONSULTANT's officers or employees.

CONSULTANT acknowledges the importance to CITY of CITY's Project schedule and agrees to put forth its best professional efforts to perform its services under this Agreement in a manner

consistent with that schedule.

11. Indemnity. CONSULTANT hereby agrees to defend, indemnify, and save harmless CITY, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, CITY, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of CONSULTANT, its officers, employees or agents in the performance of any services or work pursuant to this Agreement.

The duty of CONSULTANT 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; provided, however, that nothing herein contained shall be construed to require CONSULTANT to indemnify CITY, its Council, boards, commissions, officers, employees and agents against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

12. Insurance. CONSULTANT shall acquire and maintain Workers Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT's services to be performed hereunder covering CITY's risks in form subject to the approval of the City Attorney. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event, shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage.
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT's vehicle usage in performing services hereunder)
Professional Liability	\$1,000,000 per claim and aggregate

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

Any deductibles or self-insured retentions must be declared to and approved by CITY. At the option of CITY, either: the insurer shall reduce or eliminate such

deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or CONSULTANT shall provide a financial guarantee satisfactory to CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Concurrently with the execution of this Agreement, CONSULTANT shall furnish CITY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- (a) Precluding cancellation or reduction in coverage before the expiration of thirty (30) days after CITY shall have received written notification of cancellation or reduction in coverage by first class mail;
- (b) Providing that CONSULTANT's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement);
- (c) Naming the CITY of Belmont, its Council, officers, boards, commissions, employees, volunteers and agents, as additional insureds as respects: liability arising out of work or operations performed by or on behalf of CONSULTANT; or automobiles owned, leased, hired or borrowed by CONSULTANT.
- (d) Providing that CONSULTANT's insurance coverage shall be primary insurance with respect to CITY, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by CITY for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of CONSULTANT's insurance and not contributory with it.
- (e) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- (f) If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a claims-made form:
 1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
 2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
 4. A copy of the claims reporting requirements must be submitted to CITY for review.

13. Notice. All notices required by this Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Belmont
One Twin Pines Lane, Suite 340
Belmont, CA 94002
Attention: City Manager

CONSULTANT: Management Partners
Gerald Newfarmer
President & CEO
Address
Phone

14. Non-Assignment. This Agreement is not assignable either in whole or in part.
15. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
16. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
17. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
18. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.
19. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within the City of Belmont or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.
20. Entire Agreement. This Agreement, including Exhibit A comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

CITY OF BELMONT

Dated: _____

City Manager

APPROVED AS TO FORM

Dated: _____

City Attorney

FUNDING VERIFIED:

Dated: _____

Finance Director

CONSULTANT

Dated: _____
