

City of Brisbane
Agenda Report

To: City Council via City Manager

From: Administrative Services Director

Subject: 1st Amendent to the Agreement Between City/County Association of Governments and the City of Brisbane

Date: January 18, 2011

Purpose:

Implement an amendment to an agreement with the CCAG and the City of Brisbane so the City can provide a full-time employee to CCAG to perform County-wide NPDES Coordination.

Recommendation:

Authorize the Mayor to sign the Amendment.

Background:

In April of 2006 the City and CCAG entered into an agreement to provide a part-time County-wide NPDES Coordinator. We provided CCAG with an Associate Engineer to perform this task. CCAG has determined they are in need of a full-time person and would therefore like to amend our agreement so the City provides a full-time person.

Discussion:

The City will provide a full-time Engineer for the position CCAG is requesting. The new job classification and salary range is a separate item on the agenda. The agreement states the position will be 100% reimbursed and the City will charge a 5% administrative in addition to the cost of the employee. Reimbursement for the employee includes all salary, benefits, and insurance costs associated with the employee.

Fiscal Impact:

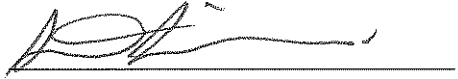
The City does not have plans on replacing the employee at this time and will use other engineers to cover the duties of this person. Therefore, there will be a savings to the City for this agenda item.

Measure of Success

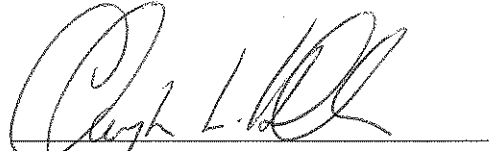
The City is able to provide an engineer to CCAG who can perform the tasks needed.

Attachments:

1st Amendment to the Agreement between CCAG and the City of Brisbane.



Administrative Services Director



City Manager

- c. Upon mutual agreement of C/CAG and the City, this agreement may be extended for additional two year term.
- d. C/CAG and Brisbane will mutually agree upon the Brisbane staff to perform as the Program Coordinator. An inability to agree upon the staff will result in the termination of this agreement.

Amendment of Section 3, The City shall be compensated as follows:

- a. The Program Coordinator will perform the stated duties and responsibilities in accordance with the City of Brisbanes’s “PROPOSAL FOR THE COORDINATION AND MANAGEMENT OF C/CAG’S COUNTYWIDE STORMWATER POLLUTION PREVENTION PROGRAM,” dated October 27, 2005, (EXHIBIT “A”) and **other duties as requested by the C/CAG Executive Director. The designated Brisbane staff shall work full time as the Program Coordinator. The Brisbane staff acting as the Program Coordinator shall be compensated at a salary determined by C/CAG with the standard benefits provided by the City of Brisbane. The City of Brisbane will bill C/CAG for the staff cost plus five (5) per cent for administration. The City will bill C/CAG on a monthly basis. The bill will be payable within 30 days of receipt.**

Effect of Amendment. Excepting only the terms and provisions specifically set forth in this FirstAmendment, the terms and provisions of the Agreement shall remain in full force and effect. In the event of a conflict between the terms and provisions of the Agreement and the terms and provisions of this First Amendment, the terms and provisions of this First Amendment shall govern and control.

IN WITNESS WHEREOF, the Parties have entered into this First Amendment on the date above written.

City of Brisbane

City/County Association of Governments of San Mateo County

By: _____
 Cy Bologoff
 Mayor

By: _____
 Thomas M. Kasten
 Chair

 Date

 Date

APPROVED AS TO FORM:

Attorney for Brisbane

Date

APPROVED AS TO FORM

Attorney for C/CAG

Date