

City of Brisbane
Agenda Report

Date: City Council Meeting of April 6, 2009
To: Mayor & City Council
From: City Manager
Subject: Shared Services Agreement – Parks & Recreation Director

PURPOSE

To maximize efficiency and reduce financial cost.

RECOMMENDATION

Approve attached contract with the City of Burlingame to share the services of the Parks and Recreation Director.

BACKGROUND

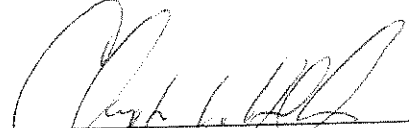
For several years the City of Brisbane has engaged in various efforts to share management services so as to maximize efficiency and reduce financial cost. The City currently is engaged with the Cities of Daly City and Pacifica to share Fire Department Management services. Previously we were in contract with the City of Millbrae for Police Chief services.

Attached is a contract to share a Parks and Recreation Director with the City of Burlingame. The shared arrangement will be on 50% cost and time basis. As with other positions the Director maintains the same responsibility and accountability for department operations.

Shared management services are becoming more popular amongst San Mateo County cities. There are numerous arrangements for varied services. The primary goal for participating agencies is to reduce management and overhead costs. The anecdotal responses from various cities and city managers have been positive. Costs have been reduced by having fewer department directors while service levels have not been impacted. In fact, most department heads that have participated in shared assignments find them invigorating and learning experiences. One of the consequences of this type of assignment is the ability to learn from other agencies and bring the best practices to each city.

FISCAL IMPACT

If this contract runs from April of 2009 through the end of the calendar year 2010 it is anticipated that the savings to the City of Brisbane will be approximately 170k.


Clayton L. Holstine, City Manager

**AGREEMENT BETWEEN THE CITY OF BRISBANE
AND THE CITY OF BURLINGAME FOR SHARING
OF PARKS AND RECREATION DIRECTOR SERVICES**

THIS AGREEMENT, effective as of April 13, 2009, by and between the CITY OF BRISBANE ("Brisbane") and the CITY OF BURLINGAME ("Burlingame"), is made with reference to the following facts:

- A. Burlingame desires to obtain the services of a parks and recreation director.
- B. Brisbane is willing to provide such services by sharing with Burlingame the position of Director of Parks and Recreation, now occupied by Brisbane employee Jim Skeels, as hereinafter set forth.

NOW, THEREFORE, the parties agree as follows:

1. Sharing of Services. Jim Skeels shall act as the Director of Parks and Recreation for both Brisbane and Burlingame, with approximately half of his total working time being devoted to each agency. Jim Skeels has been designated by Brisbane and accepted by Burlingame as the person to provide the services to Burlingame under this Agreement. Brisbane shall not assign any other person to provide those services without the prior written consent of Burlingame.

2. Employment of Jim Skeels by Brisbane. Jim Skeels shall at all times during the term of this Agreement remain a full-time employee of Brisbane and shall continue to receive all of his salary, health insurance, and other employment benefits from Brisbane. Brisbane shall maintain Workers' Compensation coverage for Jim Skeels as required by California law. During the course of this Agreement, it is expected that Jim Skeels will take time off from employment for eligible leaves as provided under Brisbane's applicable personnel rules and regulations. Burlingame agrees that such leaves will not constitute a breach of this Agreement, and Brisbane agrees that it will provide reasonable notice of all scheduled leaves as well as prompt notice of all unscheduled leaves. It is understood that Jim Skeels may elect to leave the employment of Brisbane at any time. In such event, Brisbane shall provide prompt notice of such departure to Burlingame and either city may elect to terminate this Agreement upon the departure of Jim Skeels from Brisbane employment.

3. Services for Burlingame. Jim Skeels shall perform the customary and usual duties of Director of Parks and Recreation for Burlingame and shall report directly to the Burlingame City Manager. His duties shall also include:

- (a) Evaluate the organization and operation of the Burlingame Parks and Recreation Department and provide recommendations to the City Manager. Such evaluations and recommendations shall include departmental organization, job responsibilities, program content, cost recovery, and staff inter-personal relationships.

- (b) Attend regular and special meetings of the Burlingame Parks and Recreation Commission. Brisbane and Burlingame shall make every effort to schedule meetings of their respective commissions in a manner that will avoid conflicting dates.
- (c) Supervise personnel staffing the Youth Advisory Council and the Beautification Commission and attend meetings of such groups when required.
- (d) Such other responsibilities as may be assigned to him from time to time by the Burlingame City Manager, consistent with his position as Director of Parks and Recreation.

4. Term of Agreement. The term of this Agreement shall continue from month to month, unless terminated by either party giving thirty (30) days written notice to the other.

5. Payment. Burlingame agrees to pay Brisbane one half of the costs of Jim Skeel's total salary and benefit package. Such costs shall be payable in arrears in monthly installments in response to invoices from Brisbane showing the amount due for the preceding month. In the event an invoice covers only a portion of the month, the amount shall be pro-rated based upon the actual number of days in that month. Invoices shall be paid by Burlingame within 30 days after receipt. Any proposed adjustment by Brisbane to the total salary and benefit package for Jim Skeels during the term of this Agreement shall be submitted to Burlingame for prior approval at least 60 days prior to the effective date of the adjustment.

6. Independent Contractor. It is understood that Brisbane and its employees, in the performance of the services agreed to be performed hereunder, shall act as and be an independent contractor and not an agent or employee of Burlingame. As an independent contractor, no employee of Brisbane shall obtain any rights to retirement benefits, medical benefits, leave, or any other benefits that accrue to Burlingame employees. Brisbane agrees to make its employees available to testify in any litigation brought regarding the subject of the work performed for Burlingame under this Agreement. Should such need arise following the termination of this Agreement, Brisbane shall be compensated for its employees' costs and expenses in preparing for, traveling to, and testifying in such matters at its then current hourly rates of compensation, unless such litigation is brought by Brisbane or is based on allegations of Brisbane's negligent performance or wrongdoing.

7. Indemnification. Except as expressly authorized by the parties, neither party shall be responsible for the acts and omissions of another party's officers or employees nor shall a party incur any liabilities arising out of the services and activities of another party's officers or employees.

8. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a

continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of San Mateo.

10. Disputes. In the event legal action shall become necessary in order to enforce or interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.

11. Review of Service Sharing Arrangement. Within 4 months from the effective date of this Agreement, the City Managers of Brisbane and Burlingame and Jim Skeels shall meet and evaluate the implementation of this Agreement and determine whether any changes should be made to the arrangement for sharing the services of Jim Skeels. Thereafter, additional evaluation meetings may be scheduled at any time upon the request of the City Manager of Brisbane or Burlingame or Jim Skeels.

12. Entire Agreement. This Agreement constitutes the entire agreement between Brisbane and Burlingame and supersedes and cancels any prior agreement or understanding, whether written or verbal. No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by Brisbane and Burlingame.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

CITY OF BRISBANE

CITY OF BURLINGAME

By: _____
Clay Holstine, City Manager

By: _____
Jim Nantell, City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Harold Toppel, City Attorney

Gus Guinan, City Attorney