




Agenda Item #: _____

Staff Report

City of Manhattan Beach

TO: Honorable Mayor Montgomery and Members of the City Council

FROM:  Dave Carmany, City Manager

DATE: February 15, 2011

SUBJECT: Consideration to Authorize the City Manager to Award a Contract for a Part-Time Assistant to the City Manager Position for an Amount Not-to-Exceed \$20,000

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to approve the subject contract.

FISCAL IMPACT:

The contract is not to exceed \$20,000. There are sufficient salary savings due to the vacancy of the full-time Assistant to the City Manager position to cover this cost.

BACKGROUND:

The City Council appointed five members to the Centennial Committee in May 2010 and the final five members in September. The Committee was tasked to develop plans for celebrating the City's Centennial in 2012. The Centennial Committee holds regular meetings at 5:00pm on the fourth Monday of each month in the Public Safety Facility Conference Room. To date, the Committee has facilitated the creation of a Centennial theme and logo, established a non-profit foundation for their fundraising efforts, launched a website (www.mb100.org), sold t-shirts at the Hometown Fair and Pumpkin Races, developed a Council approved list of celebration events for 2012 and sold additional merchandise at the December Fireworks. In 2011, the Committee will focus on fundraising activities and securing sponsors for the events to be held in 2012.

DISCUSSION:

The former Assistant to the City Manager served as the point person for the Centennial from the creation of the application for the Committee in early 2010 to the present time. In September 2010, following the Assistant to the City Manager's separation from full-time employment with the City, the Interim City Manager approved a four-month contract to allow for the former Assistant to the City Manager to continue working on the Centennial project as the Centennial Liaison. The role of Centennial Liaison has been to facilitate all of the meetings and projects of the Committee, serve as the hub of communication for the Committee and various interested organizations, to write related staff reports and other communication pieces, and to prepare the Committee minutes.

CONCLUSION:

At this time, staff recommends that the City Council authorize the City Manager to approve a contract for an amount not-to-exceed \$20,000. The contracted position would be for a part-time Assistant to the City Manager whose primary responsibility would be the continuation of the work to support the Centennial Committee and related planning efforts, and other duties as time permits. The hours of this position would be flexible and limited to approximately 15-20 hours per week.

AGREEMENT

THIS AGREEMENT is made this 16th day of February, 2011, by the CITY OF MANHATTAN BEACH, a municipal corporation, ("CITY"), and _____, ("CONTRACTOR").

RECITALS

The following recitals are a substantive part of this Agreement:

1. City is desirous of obtaining services to fulfill part-time duties to assist with planning the City's Centennial Celebration activities.
2. CONTRACTOR is qualified by virtue of experience, training, education, and expertise to accomplish these services.

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term.** The term of the contract shall be for the period commencing February 16, 2011 and ending April 30, 2011. This Agreement may be extended by mutual agreement of the City and the Contractor.
2. **Services to be Provided.** The Contractor shall provide general support services required to assist in planning the Manhattan Beach 2012 Centennial Celebration, including serving as the primary facilitator for the Centennial Committee and as a liaison to the City Council, relevant contractors and the community on behalf of the City Manager in Centennial related matters. The Contractor will also be responsible for managing other duties as assigned.

The Contractor shall provide approximately twenty (20) hours of services per week with flexibility to the number of work hours depending on the tasks at hand. The Contractor shall hold weekly meetings with the City Manager to provide an update on related projects and seek direction on future work.

3. **Compensation.** Contractor shall be compensated as follows:
 - 3.1. **Amount.** City agrees to pay Contractor the hourly rate of \$65.00 for compensation for all services provided under this contract. The total amount of compensation for the term of this contract, which is February 16, 2011 through April 30, 2011, shall not exceed \$20,000.
 - 3.2. **Payment.** For work under this Agreement, payment shall be made to coincide with the City bi-weekly payroll. Contractor shall submit an invoice, in a manner approved by the Finance Department of the City of Manhattan Beach, prior to each payment under this Agreement.

3.3. **Expenses.** Contractor shall be reimbursed for costs advanced by Contractor on behalf of the City, such as delivery and messenger services, printing, copying and binding costs. Contractor shall keep accurate records of all expenses. Records must be submitted to the City along with any invoice which requests payment for the foregoing expenses.

4. **Termination.** This agreement may be terminated by either party by giving written notice of thirty (30) days prior to the date of termination.
5. **Non-Discrimination.** CONTRACTOR covenants there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin, or ancestry, in any activity pursuant to this Agreement.
6. **Independent Contractor.** It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY'S employees.
7. **Compliance with Law.** CONTRACTOR shall comply with all applicable laws, ordinances, codes, and regulations of the federal, state, and local government.
8. **Ownership of Work Product.** All documents or other information created, developed or received by CONTRACTOR shall, for purposes of copyright law, be deemed works made for hire for CITY by CONTRACTOR as CITY'S employee(s) for hire and shall be the sole property of CITY. CONTRACTOR shall provide CITY with copies of these items upon demand and in any event, upon termination or expiration of the term of this Agreement.
9. **Conflict of Interest.** CONTRACTOR shall at all times avoid conflict of interest, or appearance of conflict of interest, in performance of this Agreement.
10. **Licenses, Permits, and Fees.** CONTRACTOR shall not be required to obtain a Manhattan Beach Business License.
11. **Familiarity with Work.** By executing this Agreement, CONTRACTOR warrants that:
 - (1) she has investigated the work to be performed;
 - (2) she understands the difficulties and restrictions of the work under this Agreement. Should CONTRACTOR discover any conditions materially differing from those inherent in the work or as represented by CITY, she shall immediately inform CITY and shall not proceed, except at CONTRACTOR'S risk, until written instructions are received from CITY.
12. **Time of Essence.** Time is of the essence in the performance of this Agreement.

13. **Limitations Upon Subcontracting and Assignment.** Neither this Agreement, or any portion, shall be assigned by CONTRACTOR without prior written consent of CITY.
14. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.
15. **Non-Liability of Officials and Employees of the City.** No official or employee of City shall be personally liable for any default or liability under this Agreement.
16. **Amendments.** This Agreement constitutes the entire agreement between the parties and supersedes any other agreements, oral or written. No promises, other than those included in this Agreement, shall be valid. This Agreement may be modified only by a written agreement executed by CITY and CONTRACTOR.
17. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the appropriate branch of the Los Angeles County Municipal or Superior Court.
18. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties.
19. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.
20. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that representations by any party not embodied herein, and any other agreements, statements, or promises concerning the subject matter of this Agreement, not contained in this Agreement, shall not be valid and binding. Any modification of this Agreement will be effective only if it is in writing signed by the parties. Any issue with respect to the interpretation or construction of this Agreement are to be resolved without resorting to the presumption that ambiguities should be construed against the drafter.

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

CONTRACTOR

By _____

CITY OF MANHATTAN BEACH

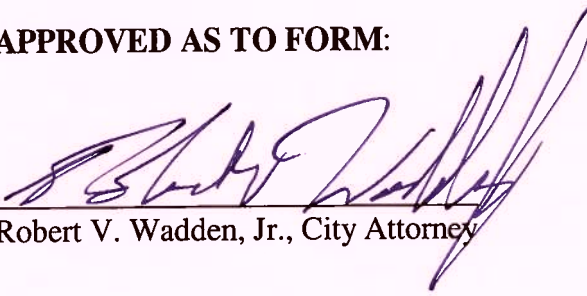
By _____

David Carmany, City Manager

ATTEST:

Liza Tamura, City Clerk

APPROVED AS TO FORM:



Robert V. Wadden, Jr., City Attorney