



# TOWN OF FAIRFAX

## STAFF REPORT

### February 2, 2022

**TO:** Mayor and Town Council

**FROM:** Deborah Muchmore, Human Resources Advisor (Consultant)

**SPONSOR:** Adam Politzer, Town Manager

**SUBJECT:** Adopt a Resolution Authorizing the Interim Town Manager to Execute an Interagency Agreement to provide Climate Action Coordinator Services to the Town of San Anselmo.

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### **RECOMMENDATION**

Adopt a Resolution Authorizing the Interim Town Manager to execute an Interagency Agreement to provide Climate Action Coordinator services to the Town of San Anselmo.

### **DISCUSSION**

The significant implications and effects of climate change effect the Town of Fairfax and our neighbor the Town of San Anselmo equally. Each town has established a Climate Action Plan through an appointed Climate Action Committee and are committed to effecting real climate change through local efforts.

To effect change, Councils for both Towns have recognized the need for a champion to lead conversations, develop key stakeholder connections, build community support through a cohesive communication plan, and usher in action plans, programs, and policies to effect measurable change. Together they have successfully recruited for and found a Climate Action Coordinator to lead the charge.

Staff believes that combining efforts through an interagency agreement to share the services of the Climate Action Coordinator is the most effective and efficient use of public funds toward this effort.

The Climate Action Coordinator position is an "At-Will" temporary, limited term position for .5 full-time equivalent position at each town for a total of 37.5 hours a week. The actual cost of the position will be shared equally by each town. Approval of this Resolution authorizes the Town Manager to execute an interagency agreement to share the services of the Fairfax Climate Action Coordinator with the Town of San Anselmo.

### **FISCAL IMPACT**

The fiscal impact of approving the resolution for an interagency agreement with the Town of San Anselmo is negligible because the Town of Fairfax commitment to the position would remain at .5 FTE which is already included in the approved FY 2021-2022 budget. The Town of San Anselmo will contribute the actual cost of .5 FTE completing the 37.5 hour per week limited-term position allocation.

### **ATTACHMENTS**

Resolution with the job classification attached as Exhibit A

**RESOLUTION 22-\_\_**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF FAIRFAX  
AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE AN INTERAGENCY AGREEMENT  
TO PROVIDE CLIMATE ACTION COORDINATOR SERVICES TO THE TOWN OF SAN ANSELMO**

**WHEREAS**, the Fairfax Town Council has determined that it may benefit from collaborating with the neighboring Town of San Anselmo to effect measurable climate change; and

**WHEREAS**, the Fairfax Town Council wishes to provide Climate Action Coordinator services to the Town of San Anselmo; and

**WHEREAS**, the Town of San Anselmo has agreed to partner with the Town of Fairfax in an Interagency Agreement for Climate Action Coordinator services.

**NOW, THEREFORE, BE IT HEREBY RESOLVED** that the Town Council authorizes the Interim Town Manager to execute an Interagency Agreement to provide services as described above and incorporated herein as Exhibit A.

The foregoing resolution was duly introduced and adopted at a meeting of the Town Council of the Town of Fairfax held in said Town on the 2nd day of February 2022, by the following vote:

AYES:  
NOES:  
ABSENT:

\_\_\_\_\_  
Stephanie Hellman, Mayor

Attest: \_\_\_\_\_  
Michele Gardner, Town Clerk

**Exhibit A**

## **EXHIBIT A**

### **AGREEMENT BETWEEN THE TOWN OF FAIRFAX AND THE TOWN OF SAN ANSELMO FOR CLIMATE ACTION SERVICES**

This Agreement is made and entered into this \_\_\_\_ day of February 2022 (the "Date of the Agreement"), by and between the TOWN OF FAIRFAX (hereinafter "Fairfax"), and the TOWN OF SAN ANSELMO (hereinafter "San Anselmo") (Fairfax and San Anselmo will be referred to collectively herein as the "Towns").

#### **RECITALS**

**WHEREAS**, the Towns have for many years provided mutual aid and other support/coordination in connection with their various municipal activities; and

**WHEREAS**, both Towns employ full-time employees to deliver ongoing core services and programs; and

**WHEREAS**, the Towns have identified a need for assistance in coordinating their independent environmental initiatives related to GHG emission reduction and climate change adaptation plans; and

**WHEREAS**. This work requires a unique set of professional skills including expertise in climate action, community organizing, and local policy development and is anticipated to last approximately two years and at just less than 20 hours a week for each town, and

**WHEREAS**, the Towns would like to appoint a Climate Action Coordinator to provide these services and realize it would be challenging if not impossible to retain an individual with the requisite skill set for the hours and term available individually, and

**WHEREAS**, Fairfax and San Anselmo can assist each other in obtaining a qualified individual with the authority to perform the requisite duties in either community through an interagency agreement for services.

#### **AGREEMENT**

**NOW, THEREFORE**, the parties hereby agree as follows:

1. **PROJECT COORDINATION/DESCRIPTION.**

The Town Manager for the Town of Fairfax, or appropriate designee, is hereby designated the PROJECT MANAGER for Fairfax, and the Town Manager of San Anselmo, or appropriate designee, is hereby designated the PROJECT MANAGER for San Anselmo. Within their respective jurisdictions, each shall supervise all aspects of the progress and execution of this Agreement as to all climate action, environmental sustainability, climate change adaptation, and GHG emission reduction related activity carried out by the Climate Action Coordinator.

2. **SHARING OF CLIMATE ACTION COORDINATOR.**

Fairfax will provide San Anselmo with a Climate Action Coordinator who will provide the services set forth in Exhibit A hereto. Fairfax and San Anselmo will collaborate in the recruitment of said individual and Fairfax will be the employer and will assign the appointee under this Agreement and may assign different

individuals as it sees fit. However, San Anselmo's Town Manager has the authority to reject/not accept any such individual employee.

3. COMPENSATION.

For the full performance of the services described herein San Anselmo will pay Fairfax an amount equal to the fully burdened hourly rate paid by Fairfax to the employee assigned to San Anselmo and a proportionate share of any direct costs of necessary equipment and materials such as a computer or phone to perform the work for each hour worked. For the FY 2021-2022, the hourly rate for the employee will be \$30.77 and the amount billed by Fairfax to San Anselmo will be no less than \$48.41 per hour and must not exceed \$50.00 per hour. Fairfax will invoice San Anselmo monthly, and the invoice shall accurately detail all hours or portions of hours worked by its employee on behalf of San Anselmo for the preceding month. San Anselmo agrees to pay all such invoices promptly.

4. TERM OF AGREEMENT.

The Term of this Agreement will start from the Date of the Agreement and continue until terminated according to with Section 5 below.

5. TERMINATION.

A. Either party may terminate this Agreement without cause upon thirty (30) days written notice.

B. Either party may terminate this Agreement for cause upon fifteen (15) days written notice mailed or personally delivered to the other party, and the notified party's failure to cure or correct the cause of the termination, to the reasonable satisfaction of the party giving such notice, within such fifteen (15) daytime period.

C. Upon receipt of notice of termination, neither party shall incur additional obligations under any provision of this Agreement without the prior written consent of the other.

6. INDEMNITY.

A. San Anselmo shall defend, hold harmless and indemnify Fairfax, its elected and appointed officials, officers, agents, and/or employees from any and all claims for injuries to persons and/or damage to property, and/or economic damages which arise out of the performance of this Agreement, and which result from the negligent acts or omissions of San Anselmo, its officers, agents and/or employees, or the failure to abide by any obligations under this Agreement.

B. Fairfax shall defend, hold harmless and indemnify San Anselmo, its elected and appointed officials, officers, agents and/or employees from any and all claims for injuries to persons and/ or damage to property, and/ or economic damages which arise out of the performance of this Agreement, and which result from the negligent acts or omissions of Fairfax, its officers, agents, and/ or employees, or the failure to abide by any obligations under this Agreement.

C. In the event of the concurrent negligence of San Anselmo, its officers, agents and/or employees, and Fairfax, its officers, agents and/ or employees, then the liability for any and all claims for injuries or

damages which arise out of the performance of this Agreement shall be apportioned under California's Theory of Comparative negligence as presently established or may be hereafter modified.

7. NOTICES.

All notices required under this Agreement shall be in writing and shall be delivered by first class mail, postage prepaid, or by email transmission addressed as follows:

Fairfax: Town of Fairfax  
142 Bolinas Road.  
Fairfax, CA 94930  
Attn: Town Manager  
Email: apolitzer@townoffairfax.org

San Anselmo: Town of San Anselmo  
525 San Anselmo Avenue  
San Anselmo, CA 94960  
Attn: Town Manager  
Email: ddonery@townofsananselmo.org

Notice by first class mail shall be deemed given on the third daily after it was deposited with the United States Postal Service. Notice by email transmission shall be deemed given upon verification of receipt if received before 5:00 p.m. on a regular business day or else on the next business day.

8. INDEPENDENT CONTRACTOR.

It is understood that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement. No employee or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of the other party.

For the purposes, and for the duration, of this Agreement, the Town of Fairfax Town Manager and any personnel assigned to provide project services to San Anselmo will act in the capacity of an Independent Contractor for San Anselmo, and not as an employee of San Anselmo.

For the purposes, and for the duration, of this Agreement, the San Anselmo Town Manager and any personnel assigned to provide project services to Fairfax shall act in the capacity of an Independent Contractor for Fairfax, and not as an employee of Fairfax.

9. MISCELLANEOUS

A. VENUE, ATTORNEYS' FEES.

Any suit or action initiated by either party shall be brought in Marin County, California. In the event any party incurs attorney's fees, costs or other legal expenses to enforce provisions of this Agreement against the other party, all such fees, costs, and expense shall be recoverable by the prevailing party.

B. DOCUMENTS

During the progress of work on any project or service as described in Exhibit A or in a subsequent amendment to this Agreement, all records, documents, materials of evidence, and communications related to each project or service provided under the Agreement and any subsequent amendments, shall be provided to and kept by the City for whom the service is provided.

C. ENTIRE AGREEMENT -- AMENDMENTS.

i. The terms and conditions of this Agreement, all exhibits attached, and all documents expressly incorporated by reference, represent the entire Agreement of the parties with respect to the subject matter of this Agreement.

ii. This written Agreement shall supersede any and all prior agreements, oral or written, regarding the subject matter of this Agreement.

iii. No other agreement, promise or statement, written or oral, relating to the subject matter of this Agreement, shall be valid or binding, except by way of a written amendment to this Agreement.

D. SEVERABILITY. If any provisions of this Agreement are held invalid by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby if such remainder would continue to serve the purposes and objectives originally contemplated by the Parties.

E. REMEDIES, CHOICE OF LAW. No remedy or election exercised hereunder shall be deemed exclusive but shall be cumulative with all other remedies at law or in equity. This Agreement shall be governed by the laws of the State of California.

F. FORCE MAJURE. Any provision, delay or stoppage which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or requisitions or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, epidemics or pandemics, gubernatorial orders, orders of the County Health Officer, or other causes beyond reasonable control of the party obligated to perform hereunder, shall excuse performance by such party for a period equal to the duration of such prevention, delay or stoppage.

G. 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.

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

**TOWN OF FAIRFAX**

**TOWN OF SAN ANSELMO**

\_\_\_\_\_  
ADAM W. POLITZER, Interim Town Manager

\_\_\_\_\_  
DAVID DONERY, Town Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Janet Coleson, Town Attorney

\_\_\_\_\_  
NAME, San Anselmo Town Attorney

## EXHIBIT A

Subject to the terms and conditions of this Agreement, Fairfax will provide the following services to San Anselmo:

- Up to .5 full-time equivalent Climate Action Coordinator to perform Climate Action, Community organizing, and local policy development and implementation.
- Services will commence on the date the successful candidate is appointed and will continue until terminated as described in the Agreement.
- Fairfax will invoice San Anselmo and San Anselmo will make payment to Fairfax in accordance with the Agreement.
- San Anselmo will collaborate with Fairfax and participate equally in the recruitment and selection of the appointee.
- Personnel performing this service will be and will remain employees of Fairfax for purposes of salary and benefits. The position will be 37.5 hours a week and included in the unrepresented employee group as a temporary employee. The position will be limited term for a period of two years. At least three and not more than six months before the end of the two-year period, San Anselmo and Fairfax will meet to discuss whether to continue or end the position.
- The Fairfax Town Manager or designee will provide performance evaluations to the appointee and the San Anselmo Town Manager or designee will provide input toward performance conversations at least twice during the two-year term at six months and between 12 and 18 months.