



TOWN OF FAIRFAX

STAFF REPORT

February 2, 2022

TO: Mayor and Town Council

FROM: Deborah Muchmore, Human Resources Advisor (Consultant)

SPONSOR: Adam Politzer, Interim Town Manager

SUBJECT: Adopt a Resolution Authorizing the Interim Town Manager to Execute an Interagency Agreement with the Town of Corte Madera for the Provision of Administrative Analyst Services.

RECOMMENDATION

Adopt a Resolution Authorizing the Interim Town Manager to Execute an Interagency Agreement with the Town of Corte Madera for the Provision of Administrative Analyst Services.

DISCUSSION

Over the past ten years, and increasingly over the last two years, the administrative burden placed on municipal governments in California and the nation has increased exponentially. At the same time, due to repeated disaster events and the multiple variant facets of the COVID-19 pandemic, revenues and staffing levels have remained level and, in some cases, have decreased.

The opportunity for municipal governments to address social and environmental issues has never been higher. Developing the programming to address critical needs is a key function of Town leadership. Developing and administering effective and responsive programs has significant impacts on functions that touch every town department, including planning, building, policing, finance, code enforcement, recreation and community event programming, and political action.

Town staffing levels have been held at the bare minimum to address budgetary sustainability. Administrative demands and the responsibility of municipalities to proactively develop programming and processes that are responsive to social and economic issues are increasing continually. Town managers and supervisors spend valuable time performing administrative and analysis functions that limit their ability for higher value activities such as strategic planning, program development and implementation, consensus building, staff development, and project management.

Staff recently embarked on an informal pilot program to increase efficiencies and effectiveness through adding competent administrative analysis to the team. The pilot began with the loan to Fairfax of a part-time and highly qualified Administrative Analyst by our neighboring Town, Corte Madera. The Town of Fairfax incurred no costs during the pilot.

The Administrative Analyst on loan to the Town of Fairfax performed administrative analysis related to community and administrative programs and projects. The Analyst also provided support to the Town Clerk, developing staff reports and agenda packets and providing

administrative support to department heads and the Interim Town Manager. The most impactful outcome of the Analyst's work was independent research and analysis on Diversity, Equity, and Inclusion that resulted in an October 6, 2020, Report on Proposed Racial Equity and Social Justice Programs and Initiatives for the [Fairfax] Town Council's Consideration and Direction.

Work during the pilot was successful and productive and staff recommends extending the arrangement. Staff at both towns have developed the attached interagency agreement to continue the services more formally and allow the Fairfax to contribute the actual cost of services to the Corte Madera for the individual, Corte Madera employee, providing the services.

The Administrative Analyst services include duties such as:

- Administration of programs and projects, like the Racial Equity and Social Justice
- Development and modification of related policies, procedures, and plans
- Performance of complex research and analysis of new programs, services, policies, and procedures.
- Development of reports and presentations to deliver conclusions based on research and analysis
- Participation in the budget development, tracking, and presentation process
- Participation and support for the administration, reporting, and compliance for grant funding agreements and programs
- Provision of support to department heads, Town Manager, Town Clerk, and other Town employees as assigned
- Analysis of federal, state, and local legislation

A Town of Corte Madera employee will provide the services. Staff has prepared a duty statement to clearly define the duties and responsibilities expected of the position and facilitate performance assessment and the quality and quantity of service provided. During the Agreement, Fairfax staff will periodically provide Corte Madera staff with feedback for performance management.

Cost of the Services

Corte Madera will invoice monthly the fully burdened hourly rate for the individual performing the services provided. For fiscal year (FY) 2021-2022, the cost of services will range from \$54.00 hour to \$63.90 per hour or \$4,680 to \$5,538 per month. The approved FY 2021-2022 budget includes the cost of these services.

FISCAL IMPACT

There is no reportable fiscal impact for this position in the current year as the cost of the Agreement is included in the approved Fiscal Year (FY) 2021-2022 budget.

ATTACHMENTS

Resolution with the Agreement 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 WITH THE TOWN OF CORTE MADERA FOR THE PROVISION OF
ADMINISTRATIVE ANALYST SERVICES**

WHEREAS, the Fairfax Town Council has determined that it may benefit from collaborating with the neighboring Town of Corte Madera for Administrative Analyst services; and

WHEREAS, the Town of Corte Madera has agreed to partner with the Town of Fairfax in an Interagency Agreement for Administrative Analyst services; and

WHEREAS, the Town of Fairfax has developed a classification specification for part-time work to guide the services provided.

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 CORTE MADERA AND THE TOWN OF FAIRFAX FOR ANALYST SERVICES

This Agreement is made and entered into this ___ day of _____ 2022 (the "Date of the Agreement"), by and between the TOWN OF CORTE MADERA (hereinafter "Corte Madera"), and the TOWN OF FAIRFAX (hereinafter "Fairfax") (Corte Madera and Fairfax 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 Analysts, Administrative Aides, and other personnel to deliver ongoing core services and programs; and

WHEREAS, the Towns occasionally experience personnel shortages that place an undue burden on staffing in either municipality; and

WHEREAS, Corte Madera currently employs a full-time Administrative Analyst it is able to assign part-time to Fairfax under the terms and conditions set forth in this Agreement, and

WHEREAS, Fairfax is currently experiencing a need for Administrative Analyst services and could benefit from utilizing the skills and services available part-time from the Analyst working for Corte Madera.

AGREEMENT

NOW, THEREFORE, the parties hereby agree as follows:

1. **PROJECT COORDINATION/DESCRIPTION.**

The Town Manager for the Town of Corte Madera, or appropriate designee, is hereby designated the PROJECT MANAGER for Corte Madera, and the Town Manager of Fairfax, or appropriate designee, is hereby designated the PROJECT MANAGER for Fairfax. Within their respective jurisdictions, each shall supervise all aspects of the progress and execution of this Agreement as to all Analyst-related activity carried out by any staff.

2. **SHARING OF ADMINISTRATION AND ANALYST SERVICES.**

Corte Madera will provide Fairfax with an Administrative Analyst who will provide the services

set forth in Exhibit A hereto. Corte Madera and Fairfax will collaborate in the recruitment of said individual and Corte Madera will be the employer and will assign the personnel under this Agreement and may assign different individuals as it sees fit. However, Fairfax's Town Manager has the authority to reject/not accept any such individual employee. Corte Madera is responsible for paying the Administrative Analyst's wages and employer taxes, obtaining workers' compensation insurance, and providing all health, welfare, and retirement benefits for which the Administrative Analyst is eligible.

3. COMPENSATION.

For the full performance of the services described herein, Corte Madera will invoice Fairfax and Fairfax will pay an amount equal to the fully burdened hourly rate paid by Corte Madera to the employee assigned to Fairfax to perform the work for each hour worked. For the FY 2021-2022, the amount billed by Corte Madera to Fairfax will be no less than \$54.00 per hour and may not exceed \$63.90 per hour. Corte Madera will invoice Fairfax monthly, and the invoice shall accurately detail all hours or portions of hours worked by its employee on behalf of Fairfax for the preceding month. Fairfax 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 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. Town of Corte Madera shall have the right to temporarily suspend performance in whole or in part by giving written notice of suspension to the Town of Fairfax.

6. INDEMNITY.

A. Corte Madera 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 Corte Madera, its officers, agents and/or employees.

B. Fairfax shall defend, hold harmless and indemnify Corte Madera, 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.

C. In the event of the concurrent negligence of Corte Madera, 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 maybe 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:

Corte Madera: Town of Corte Madera
300 Tamalpais Drive
Corte Madera, CA 94925
Attn: Town Manager
Email: tcusimano@tcmmail.org

Fairfax: Town of Fairfax
142 Bolinas Road.
Fairfax, CA 94930
Attn: Town Manager
Email: apolitzer@townoffairfax.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 as between Fairfax and Corte Madera. 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 Corte Madera Town Manager and any personnel assigned to provide project services to Fairfax will act in the capacity of an Independent Contractor for Fairfax, and not as an employee of Fairfax.

For the purposes, and for the duration, of this Agreement, the Corte Madera Town Manager and any personnel assigned to provide project services to Fairfax will 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 expenses 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. The Parties agree that this Agreement and any Amendment may be transmitted and signed by electronic mail by all Parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

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

TOWN OF CORTE MADERA

CITY OF FAIRFAX

TODD CUSIMANO, Town Manager

ADAM W. POLITZER, Interim Town Manager

APPROVED AS TO FORM:

Amy Ackerman, Corte Madera Town Attorney

Janet Coleson, Fairfax Town Attorney

EXHIBIT A

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

- Up to .5 full-time equivalent Administrative Analyst to perform a variety of complex administrative support, analysis, and special project services.
- Services will commence on the date the successful candidate is appointed and continue until terminated as described in the Agreement.
- Corte Madera will invoice Fairfax, and Fairfax will make payment to Corte Madera in accordance with the Agreement.
- Fairfax will collaborate with Corte Madera and participate equally in the recruitment and selection of the appointee.
- Personnel performing this service will be and will remain employees of Corte Madera for purposes of salary and benefits.
- The Corte Madera Town Manager or designee will provide performance evaluations to the appointee, and the Fairfax Town Manager or designee will provide input toward performance conversations at least annually.