



Agenda Report

DATE: May 15, 2012

TO: The Chair and Members of the Paradise Valley Geologic Hazard Abatement District Board

FROM: Sean P. Quinn, City Manager SPQ
George R. Hicks, Public Works Director GRH
Steven L. Hartwig, Assistant Public Works Director SLH

SUBJECT: Resolution of the Paradise Valley Geologic Hazard Abatement District Board Authorizing the Chair to Execute a Joint Exercise of Powers Agreement with the City of Fairfield for the Provision of Staff Services and Appointing Certain City Officials as Geologic Hazard Abatement District Officials for the Paradise Valley Geologic Hazard Abatement District

RECOMMENDED ACTION

Adopt resolution.

STATEMENT OF ISSUE

The adoption of this resolution will authorize the Chair to execute a Joint Exercise of Powers Agreement (JPA) to allow the City of Fairfield (City) to provide administrative, financial, professional, technical, and other services necessary for the management of the Paradise Valley Geologic Hazard Abatement District (GHAD). The JPA also designates certain City of Fairfield officials to perform as GHAD officials in support of the GHAD Board.

DISCUSSION

On July 6, 2010, the Paradise Valley Geologic Hazard Abatement District (GHAD) was formed under the name of the Paradise Valley Maintenance and Monitoring District and the City Council appointed itself as the GHAD Board. The GHAD was formed to monitor, inspect, repair, and fund geologic hazards upslope of the Paradise Valley Areas "I", "K", and "L" Subdivisions.

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The governing documents of the GHAD require that the City and the GHAD enter into a joint powers agreement to allow the City to provide staffing services to the GHAD and allow the City to recover costs for those services. In addition, in order for City officials to act in a capacity as GHAD officials, these designations must also be approved.

The JPA defines the terms and conditions by which the City will provide services to the GHAD and the GHAD Board.

FINANCIAL IMPACT

The GHAD will reimburse City staff for time spent on behalf of the GHAD. For additional contracted services and construction, City contracting thresholds will be utilized by the GHAD, with the GHAD responsible for all costs. The budgeted cost for City services is \$40,000.

PUBLIC CONTACT/ADVISORY BOARD RECOMMENDATION

N/A

ALTERNATIVE ACTION

If the GHAD Board has any questions, this request may be delayed so that staff can provide the necessary backup.

DOCUMENTS ATTACHED

Attachment 1: Proposed Resolution
Attachment 2: Joint Exercise of Powers Agreement

STAFF CONTACT

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Coordinated with: City Attorney

PARADISE VALLEY GEOLOGIC HAZARD ABATEMENT DISTRICT

RESOLUTION NO. GHAD 2012 - 01

RESOLUTION OF THE PARADISE VALLEY GEOLOGIC HAZARD ABATEMENT DISTRICT BOARD AUTHORIZING THE CHAIR TO EXECUTE A JOINT EXERCISE OF POWERS AGREEMENT WITH THE CITY OF FAIRFIELD FOR THE PROVISION OF STAFF SERVICES AND APPOINTING CERTAIN CITY OFFICIALS AS GEOLOGIC HAZARD ABATEMENT DISTRICT OFFICIALS FOR THE PARADISE VALLEY GEOLOGIC HAZARD ABATEMENT DISTRICT

WHEREAS, on July 6, 2010, the City of Fairfield City Council adopted Resolution 2010-188, approving and ordering the formation of the Paradise Valley Maintenance and Monitoring District, a Geologic Hazard Abatement District within the meaning of California Public Resources Code Division 17 (the "GHAD"), and appointing itself as the Board of Directors of the GHAD (the "GHAD Board"). This formation was described in the Petition for Formation and in the GHAD Plan of Control; and

WHEREAS, in order to provide for managing, maintaining and operating the improvements for the GHAD as described in the Plan of Control, pursuant to Public Resources Code sections 26500 *et seq.*, it is necessary to acquire staffing services for the GHAD; and

WHEREAS, the City of Fairfield has staff and resources available to provide these services to the GHAD; and

WHEREAS, under the GHAD's governing documents, the GHAD and the City must enter into a joint powers agreement in order for the City to provide such services; and

WHEREAS, the Joint Exercise of Powers Agreement describes the services to be provided and reimbursement methods, and further approves the designation of certain City of Fairfield officials as GHAD officials.

NOW, THEREFORE, THE BOARD OF THE PARADISE VALLEY GEOLOGIC HAZARD ABATEMENT DISTRICT HEREBY RESOLVES:

Section 1. The Chair of the Paradise Valley Geologic Hazard Abatement District Board is hereby authorized to execute a Joint Exercise of Powers Agreement with the City of Fairfield for the provision of staffing services and designating certain City officials as GHAD officials.

Section 2. The Chair is hereby authorized to take all necessary steps to implement the above mentioned agreement.

PASSED AND ADOPTED this 15th day of May 2012, by the following vote:

AYES: MEMBERS: Price/Vaccaro/Bertani/Moy/Mraz
NOES: MEMBERS: None
ABSENT: MEMBERS: Mraz
ABSTAIN: MEMBERS: None

Harry F. Price
CHAIRPERSON

ATTEST:

Jaudia Archer
Asst. Secretary
pw

JOINT EXERCISE OF POWERS AGREEMENT

This Joint Exercise of Powers Agreement is dated as of May 15, 2012, and is made by and between the CITY OF FAIRFIELD, a municipal corporation (the "City") and the PARADISE VALLEY GEOLOGIC HAZARD ABATEMENT DISTRICT, a geologic hazard abatement district created pursuant to California Public Resources Code Section 26500 *et seq.* (the "GHAD") with respect to the following:

RECITALS

A. The Joint Exercise of Powers Act, being California Government Code Section 6500, *et seq.* (the "Act"), provides that public agencies by agreement may jointly exercise any power common to the contracting parties.

B. The City and the GHAD are "public agencies" within the meaning of that term under Section 6502 of the Act.

C. The common powers of the City and the GHAD include the power to prevent, mitigate, abate or control geologic hazards or structural hazards that are caused by geologic hazards.

D. The formation of the GHAD was required by the City in its approval of the entitlements for the development of the Paradise Valley development to control certain geologic hazards.

E. The GHAD requires certain professional and administrative services, and the City has certain employees and consultants who are qualified to perform those services.

F. Consequently, the City and the GHAD desire to jointly exercise certain powers common to the parties to provide the professional and administrative services to the GHAD.

G. The City and the GHAD desire to enter into this Agreement in furtherance of the Act.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the GHAD agree as follows:

AGREEMENT

1. Services to be Provided by City

a. Services performed by City through its employees or consultants (collectively, "City Personnel") shall be those activities that are necessary to (1) implement the Paradise Valley GHAD Plan of Control; (2) process requests for annexation to the GHAD; (3) manage financial affairs of the GHAD; (4) facilitate the placement of GHAD matters on the public meeting agenda; and (5) perform other tasks as the GHAD Board of Directors and City Manager may agree upon. City agrees to cause the City Personnel to diligently perform these services in accordance with the standards of the relevant profession.

b. The Fairfield City Manager is hereby designated the GHAD Manager; the Fairfield City Engineer is hereby designated the GHAD Engineer; the Fairfield City Clerk is hereby designated the GHAD Clerk; and the Fairfield Director of Finance is hereby designated the GHAD Treasurer.

c. The City may, in its discretion, procure the services of consultants or contractors as necessary to complete the services required hereunder in accordance with state law and City procurement policies.

2. Time of Performance

a. The Effective Date of this Agreement is May 15, 2012.

b. The services of the City Personnel shall begin no sooner than the Effective Date and shall continue until either party terminates this Agreement as provided in paragraph 13 below.

3. Compensation

a. The GHAD agrees to pay City for the services of the City Personnel at the hourly rates in effect at the time the service is provided. Hourly rates may vary for City employees working on behalf of the GHAD.

b. City may bill the GHAD for work done in the preceding month on a monthly basis. The billings shall contain, at a minimum, total hours worked on the project by position, hourly rates, a total amount due for the period and a payment status summary showing total amount billed to date. In addition, City shall reasonably describe work that was completed during the monthly billing period.

c. The parties shall agree in writing to any changes in compensation due to changes in City's services under paragraph 3.a above prior to performance of those changed services.

4. City's Status

When performing services under this Agreement, the City Personnel are subject to the direction of the GHAD, and the GHAD is solely responsible for their acts or omissions. When performing services under this Agreement, employees and consultants are not City's agents, employees or representatives for any purpose.

5. Conflict of Interest

City Personnel working under this Agreement shall submit statements of economic interest under the Political Reform Act (Government Code section 81000 et seq.) if required to do so by the GHAD Conflict of Interest Policy.

6. Ownership of Work

All documents furnished to City Personnel by the GHAD and all reports or work product (including electronically stored documents) prepared under this Agreement are the GHAD's property.

7. Assignment; Subcontracts

The services of the City Personnel are considered unique and personal. City shall not assign or transfer its interest or obligation under this Agreement nor subcontract its duties hereunder without the GHAD's prior written consent.

8. Indemnification

a. The City shall defend, indemnify and hold harmless the GHAD from any and all claims, liabilities, damages, attorneys' fees and costs arising from (i) a breach of this Agreement by City, or (ii) the negligence or other wrongful acts or omissions of the City Personnel in the performance of this Agreement.

b. The GHAD shall defend, indemnify and hold harmless the City from any and all claims, liabilities, damages, attorneys fees and costs arising from (i) a breach of this Agreement by City, or (ii) the negligence or other wrongful acts or omissions of the GHAD, its contractors, agents and any person acting under its direction.

9. Notices

Any notice to be given under this Agreement shall be in writing and deemed given when personally delivered or deposited in the mail (certified or registered) addressed to the parties as follows:

City

City Manager
City of Fairfield
1000 Webster Street
Fairfield, CA 94533

GHAD

GHAD Clerk
1000 Webster Street
Fairfield, CA 94533

10. Waivers

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

11. Modification

No waiver, modification or termination of this Agreement is valid unless made in writing.

13. Termination

At any time and without cause, either party may terminate this Agreement by giving ten (10) calendar days written notice. In the event of termination, the GHAD shall pay City for services rendered to date and City shall deliver any work product to the GHAD upon termination, whether complete or incomplete.

14. Entire Agreement

This Agreement set forth the entire understanding between the parties. Changes or amendments shall be made in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the Effective Date.

CITY:

City of Fairfield, a municipal corporation

By:



CITY MANAGER *WCS*

GHAD:

Paradise Valley GHAD, a geologic hazard abatement district created pursuant to California Public Resources Code Section 26500 *et seq.*

By:



CHAIR, PARADISE VALLEY GHAD
BOARD OF DIRECTORS