

Livermore Area Recreation and Park District

Staff Report

TO: Chair Furst and Board of Directors

FROM: Mathew Fuzie, General Manager

PREPARED BY: Marc Roberts, Land Agent / Planner

DATE: July 10, 2024

SUBJECT: Authorization to enter into the Tri-Valley Intergovernmental Reciprocal Services Master Agreement

RECOMMENDATION:

That the Board of Directors adopt Resolution No. _____, approving the Tri-Valley Intergovernmental Reciprocal Services Master Agreement and authorizing the General Manager to sign on behalf of the Livermore Area Recreation and Park District.

BACKGROUND:

In 2014, representatives from the Cities of Livermore, Pleasanton, Dublin, and San Ramon along with Zone 7 Water Agency and Dublin San Ramon Services District developed and entered into a Tri-Valley Intergovernmental Reciprocal Services Master Agreement (Master Agreement). The Master Agreement incorporated many of the short-term coordination and cooperation ideas that were developed from a study that was a result of a LAFCO recommendation to streamline utility delivery within the Tri-Valley.

The Master Agreement provides a general framework to address the administration, liability, and equitable apportionment of the cost of services provided by one party to the other, with more specific terms and conditions contained in written Task Orders negotiated between the individual parties for sharing resources or contracting for services.

Participation in the Master Agreement is also open to other local or regional public agencies with jurisdiction in the Tri-Valley. To participate in the Master Agreement, an agency's governing body approves a resolution and then informs the other participating agencies.

BENEFITS OF AGREEMENT:

This agreement would facilitate and streamline the execution of projects and services that involve any of the other member agencies. In particular, the Master Agreement would streamline the construction of improvements on Zone 7 property necessary to open the Patterson Ranch trail.

Participating in the Master Agreement does not obligate or require LARPD to execute Task Orders with other agencies; developing and implementing Task Orders to share services under the Master Agreement is strictly voluntary.

The general terms and conditions of the Master Agreement are consistent with the LARPD purchasing ordinance, and any specific Task Orders negotiated under the Master Agreement would also have to comply with the purchasing regulations of the LARPD and any other parties to each individual Task Order.

TERMINATION:

If approved, LARPD or any other party to the Master Agreement would be able to voluntarily terminate its membership in the agreement after completing any open Task Orders and providing 90 days written notice to the other parties to the agreement. The Master Agreement would remain in effect as long as there are at least two parties remaining as signatories to the agreement.

CURRENT MEMBER AGENCIES:

The six other agencies that are currently participating in the Master Agreement include the cities of Livermore, Dublin, Pleasanton, San Ramon, as well as Dublin San Ramon Services District and the Zone 7 Water Agency.

FISCAL IMPACT:

There is no cost or financial obligation associated with being a signatory to the Master Agreement.

ATTACHMENTS:

1. Tri-Valley Intergovernmental Reciprocal Services Master Agreement
2. Draft Board Resolution

ROBERT B. MADDOW
CARL P. A. NELSON
CRAIG L. JUDSON

JEFFERY D. POLISNER
(RETIRED)

BOLD, POLISNER, MADDOW, NELSON & JUDSON

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FREDERICK BOLD, JR.
(1913-2003)

December 19, 2014

Nancy Gamble Hatfield
Louise Rummel
Dublin San Ramon Services District
7051 Dublin Boulevard
Dublin, CA 94568

Susan Neer, City Clerk
City of Livermore
1052 South Livermore Avenue
Livermore, CA 94550-4899

Larissa M. Seto
Assistant City Attorney
City of Pleasanton
P. O. Box 520
Pleasanton, CA 94566-0802

Gary Huisinigh
Public Works Director
City of Dublin
100 Civic Plaza
Dublin, CA 94568

Judy Rector, Executive Assistant
Zone 7 Water Agency
100 North Canyons Parkway
Livermore, CA 94551-9486

RECEIVED
DEC 23 2014
Zone 7 Water Agency

Re: Tri-Valley Intergovernmental Reciprocal Services Master Agreement

Enclosed please find your agency's complete original of the above agreement with counterpart signatures from the Cities of Dublin, Livermore, and Pleasanton, the Dublin San Ramon Services District, and the Zone 7 Water Agency.

Attached please find original of the above agreement with the agreement and each exhibit are double-sided except for four one-sided signature pages

As counsel has been advised, except for four one-sided counterpart signature pages, each of the components of the agreement is double-sided.

This is because one of the signature pages was received on the back of a double-sided page. It seemed preferable to have duplicates only of the signature pages.

Yours Very Truly,

Carl P. A. Nelson

Tri-Valley Utility Coordination and Integration
Steering Committee

Tri-Valley Intergovernmental Reciprocal
Services
Master Agreement

**TRI-VALLEY INTERGOVERNMENTAL RECIPROCAL SERVICES
MASTER AGREEMENT**

This AGREEMENT ("AGREEMENT") establishes a Tri-Valley Intergovernmental Reciprocal Services Master Agreement to facilitate the process of contracting for services, or sharing resources, materials, personnel, and equipment between the signatory local or regional government entities, and, to the extent appropriate, private utilities for the purposes described herein. This AGREEMENT is made and entered into by and between the parties that are signatories to this AGREEMENT. The AGREEMENT was first approved on 12/4/14.

Recitals

WHEREAS, each of the initial parties to this AGREEMENT is a local or regional government entity functioning within the Tri-Valley Region,

WHEREAS, the parties recognize that this AGREEMENT may also be applicable to other local or regional government entities serving communities near the Tri-Valley Region; and

WHEREAS, the parties hereto recognize the value of using common resources effectively and find that promoting the coordination of interagency efforts in the Tri-Valley Region, or a larger regional area that could include local or regional government entities servicing nearby communities is in the public interest and for the common benefit of all; and

WHEREAS, the parties desire to enter into an AGREEMENT to efficiently coordinate interagency efforts to reduce costs, increase efficiency, or achieve higher quality work-product by providing services and resources to the other parties; and

WHEREAS, it is understood that the primary purpose of this AGREEMENT is to provide a structure for the successful and efficient coordination of utility and public works maintenance activities, sharing of resources and contracting for services described herein; and

WHEREAS, the parties understand that the AGREEMENT provides only a general framework to address the administration, liability and equitable apportionment of the cost of services provided by one party to the other, with more specific terms and conditions contained in written Task Orders negotiated between the individual parties for sharing resources or contracting for services; and

WHEREAS, the parties do not intend to create a separate public agency pursuant to Government Code §6500 et seq. through this AGREEMENT and no provision of this AGREEMENT should be so construed; and

WHEREAS, the parties intend to directly contract with one another for services, supplies, equipment, or materials using the framework set forth in this agreement.

NOW, THEREFORE, the parties hereto do hereby enter into this AGREEMENT, as follows:

- 1. Definitions.** As used in this AGREEMENT, the following words and phrases shall have the meanings set forth below unless the context clearly indicates otherwise.

- a. "AGREEMENT" shall mean the Tri-Valley Intergovernmental Reciprocal Services Master Agreement.
 - b. "Member Agency" or "Member Agencies" or "Party" or "Parties" shall mean local or regional government entities that are signatories to this AGREEMENT.
 - c. "Task Order" shall mean a written agreement between two or more member agencies describing the services to be performed or resources to be shared between the agencies and the terms of the services or project, which may include but not be limited to compensation and payment, term or duration, required inspections, milestones, and insurance or indemnity requirements.
- 2. Objectives.** Through this AGREEMENT, the Parties initially intend that this Agreement will enable willing Member Agencies to share among and between themselves resources that support local or regional government functions including, but not limited to utility and public works administrative and maintenance activities such as fleet or landscape maintenance; cleaning, televising and repairing subsurface pipelines; pavement marking or repairs; maintenance of water reservoirs and fire hydrants; custodial/janitorial services; purchasing equipment and/or supplies; and training, grant writing and sharing of equipment.
- 3. Membership**
- a. **Member Agency.** Any local and/or regional public agency that operates within or has jurisdiction over any area within the Tri-

Valley Region, or that operates within or has jurisdiction over areas immediately adjacent to the Tri-Valley Region or which is located within sufficient geographical proximity to provide efficient sharing of resources with agencies operating within the Tri-Valley may be a Member Agency under this AGREEMENT. Each Member Agency must be a signatory to this AGREEMENT. Other local or regional public agencies may become a Party to this Agreement by (i) passing a resolution of its governing body by which it agrees to comply with all the terms of this Agreement, (ii) executing the signature page attached hereto, and (iii) providing notice of these actions to the Member Agencies of the AGREEMENT. Acceptance or approval by the existing Parties is not needed for a new party to enter into this agreement.

- b. Initiation of Membership.** If an eligible agency as defined in Section 3 requests to enter this AGREEMENT as a new Member Agency, the new Member Agency is subject to all provisions of this AGREEMENT.
- c. Termination of Membership.** Any Member Agency may voluntarily terminate its membership in the AGREEMENT upon completion of all obligations and Task Orders entered into between it and the other member(s) and upon 90 days' notice to the Member Agencies, if any. Except as specified in Section 11, a Member Agency's termination of membership shall have no effect on the

continuing effectiveness of the AGREEMENT among the remaining Member Agencies.

4. Sharing Information Among Member Agencies. Member Agencies shall, upon the request of another Member Agency, submit copies of Task Orders initiated under this AGREEMENT to the other Member Agency at mutually agreeable intervals.

5. Task Orders.

Implementation of interagency efforts shall be accomplished through Task Orders issued by one Member Agency to another Member Agency referencing the standard terms and conditions described in Exhibit B. The parties agree that the terms and conditions for compensation or payment from one Member Agency to another for sharing resources or providing services will be negotiated between the individual Member Agencies and contained in a Task Order. Said task orders are subject to the laws and purchasing authorities of each Member Agency. Task Orders shall be executed by the designated official or Chief Executive Officer of the respective Member Agency, or his or her authorized designee. The Task Orders shall be in substantially the same form as attached hereto as Exhibit A, and shall be specific to the coordinated effort or task.

6. Hold Harmless and Indemnity:

a. Regarding the Performance of Services Under a Task Order.

Each Task Order issued under this AGREEMENT shall contain one or more provisions addressing the defense of and indemnity against loss,

liability, damage, cost and expense arising out of services received and furnished under a Task Order issued pursuant to this AGREEMENT.

Unless the Task Order creates a different standard between those two parties, as provided in Subsection b., below, the provision(s) shall take the form(s) set forth in Section 9 of Exhibit B to the AGREEMENT.

b. **Alternative indemnification arrangements.** In Task Orders issued pursuant to this AGREEMENT, Member Agencies may agree between or among themselves to replace the defense and indemnity provisions set forth in Section 9 of Exhibit B to the AGREEMENT with alternative indemnification provisions specific to the subject matter of any particular Task Order or Task Orders.

7. Inconsistent Terms Between AGREEMENT and Task Orders: Member Agencies are encouraged to maintain consistency through the use of the Task Order form and standard terms and conditions found in Exhibits A and B. Nonetheless, the Parties recognize that the circumstances of the transaction being memorialized by a Task Order may require variations from those templates. Accordingly, the Member Agencies agree, that in the event that there are any conflicts between any provision of this AGREEMENT and the corresponding provision of any Task Order issued thereunder, the provision of the Task Order shall govern. Notwithstanding anything to the contrary, the preceding sentence shall not be construed to allow any Task Order to be executed without mutually agreeable provisions for defense of and indemnity against loss, liability, damage,

cost and expense including but not limited to reasonable attorney, consultant and expert fees, and court costs.

8. Effective Date. This AGREEMENT shall become effective when at least two (2) agencies have executed it.

9. Term and Expiration. This AGREEMENT shall remain in effect as long as at least two agencies remain as parties to the AGREEMENT. It shall expire when only one agency is a party.

10. General Provisions

a. Counterparts. This AGREEMENT may be executed in counterparts and each of these executed counterparts shall have the same force and effect as an original instrument and as if all of the parties to the aggregate counterparts had signed the same instrument.

b. Notices: Any notice required, or convenient to the performance, hereunder, shall be in writing and may be given to the parties by personal delivery, or by mail (first class or equivalent), postage prepaid.

c. Contact Information For Member Agencies

Upon joining, Member Agencies will provide contact information.

d. Modification: This AGREEMENT may only be modified by written amendment or supplement approved and executed by the parties in the same manner as this AGREEMENT.

e. Waiver: Failure of any party to insist upon the strict performance of any term or condition in this AGREEMENT or in any Task Order, no matter

how long the failure continues, is not a waiver of the term or condition by that party and does not bar the right of the party to subsequently demand strict performance. To be effective, a waiver must be in writing and signed by the non-breaching party.

- f. **Severability:** If any term or provision of this AGREEMENT or any Task Order is deemed invalid or unenforceable by any court of final jurisdiction, it is the intent of the Parties that all other provisions shall be construed to remain fully valid, enforceable and binding on the parties.
- g. **Governing Law:** This AGREEMENT and Task Orders shall be governed by, and will be interpreted in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as set forth below.

CITY OF DUBLIN

By: 

Print Name: CHRISTOPHER L. FESS

Title: CITY MANAGER

Date: 10/21/14

CITY OF LIVERMORE

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF PLEASANTON

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF SAN RAMON

By: _____

Print Name: _____

Title: _____

Date: _____

DUBLIN SAN RAMON SERVICES DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

ZONE 7 WATER AGENCY

By: _____

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as set forth below.


CITY OF DUBLIN

By: _____
Print Name: _____
Title: _____
Date: _____

CITY OF LIVERMORE

By: _____
Print Name: _____
Title: _____
Date: _____

CITY OF PLEASANTON

By: _____ 
Print Name: Nelson Fialho
Title: City Manager
Date: _____

CITY OF SAN RAMON

By: _____
Print Name: _____
Title: _____
Date: _____

Approved As To Form:



DUBLIN SAN RAMON SERVICES DISTRICT

By: _____
Print Name: _____
Title: _____
Date: _____

ZONE 7 WATER AGENCY

By: _____
Print Name: _____
Title: _____
Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as set forth below.

CITY OF DUBLIN

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF LIVERMORE

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF PLEASANTON

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF SAN RAMON

By: _____

Print Name: _____

Title: _____

Date: _____

DUBLIN SAN RAMON SERVICES DISTRICT

By: *Bert Michalczyk*

Print Name: Bert Michalczyk

Title: General Manager

Date: November 3, 2014

ZONE 7 WATER AGENCY

By: _____

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as set forth below.

CITY OF DUBLIN

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF LIVERMORE

By: Marc Roberts

Print Name: Marc Roberts

Title: City Manager

Date: 12-4-14

APPROVED AS TO FORM:
[Signature]
ASST CITY ATTY gjt

CITY OF PLEASANTON

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF SAN RAMON

By: _____

Print Name: _____

Title: _____

Date: _____

DUBLIN SAN RAMON SERVICES DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

ZONE 7 WATER AGENCY

By: _____

Print Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as set forth below.

CITY OF DUBLIN

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF LIVERMORE

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF PLEASANTON

By: _____

Print Name: _____

Title: _____

Date: _____

CITY OF SAN RAMON

By: _____

Print Name: _____

Title: _____

Date: _____

DUBLIN SAN RAMON SERVICES DISTRICT

By: _____

Print Name: _____

Title: _____

Date: _____

ZONE 7 WATER AGENCY

By:  _____

Print Name: G. F. Duerig

Title: General Manager

Date: 20 Oct 2014

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as set forth below.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Task Order Template

Exhibit B

Standard Terms and Conditions

The parties agree that the following standard terms and conditions will be used in Task Orders initiated under this AGREEMENT. Member Agencies may include additional terms and conditions specific to the coordinated effort or may agree between or among themselves to modifications of these terms for any particular task order.

1. Description of Activity or Services. Each Task Order shall describe the specific activity, service or resource being shared or performed. The description should contain information on required inspection, testing or acceptance procedures, if any, as well as milestones or completion dates for the tasks to be completed.

Compensation and Payment. The Task Order shall include the compensation and payment terms for the services or resources provided. It is anticipated that costs for services and sharing resources would be based on or related to the cost of providing the service or sharing the resource, however nothing in this section is intended to restrict Member Agencies from providing or accepting services based on factors other than the cost of providing the service.

2. Term. Task Orders shall specify the term of the activity, project, service or sharing of resources.

3. Termination. Unless a Task Order provides otherwise, a Member Agency

may terminate any portion or all of the services authorized under a Task Order by giving the other Member Agency or agencies party to the Task Order 30 calendar-days advance written notice. Upon receipt of a termination notice, Member Agencies shall immediately stop all work in progress on the services authorized under the Task Order, except where necessary to preserve the benefit of the work, and assemble the work for delivery to the other Member Agency on or about the termination date. All compensation for services performed prior to the termination dates shall be payable within 30 days to the Member Agency in accordance with the Compensation and Payment provisions of the specific Task Order.

4. **Insurance.** Task Orders shall include insurance provisions acceptable to each Member Agency that is a party to the specific Task Order, and consistent with the insurance underwriting and risk management principles of each participating Member Agency.
5. **Reference to Master Agreement.** Task Orders may incorporate by reference any condition in this AGREEMENT, or may include different conditions or requirements specific to the proposed work or services. Examples include, but are not limited to indemnification, insurance, waiver and severability. Conditions or requirements contained in Task Orders may be more or less restrictive than conditions, terms or requirements included in this AGREEMENT with consent of all parties to the individual Task Order;
6. **Non-Exclusive Agreement.** Task Orders shall include a statement that they are non-exclusive agreements, and that Member Agencies reserve the right

to provide, and to retain others to provide, services that are the same or similar to the services described in the Task Order.

- 7. No Assignment.** Task Orders shall include the requirement that the Member Agency providing the service shall not assign or subcontract any of the services to non-public agency staff without the prior consent of the Member Agency receiving the service. Task Orders initiated to take advantage of coordinated purchasing or contracting arrangements where the service will be provided using outside contractors shall explicitly note that the service is being provided with contract or non-public agency resources to ensure appropriate competitive bidding procedures are followed.
- 8. Dispute Resolution.** In the event of a dispute concerning the terms and conditions of this AGREEMENT or a Task Order initiated pursuant to this AGREEMENT the affected parties will negotiate and attempt to resolve the matter informally. Each party shall negotiate in good-faith by ensuring its representative is knowledgeable about the dispute, this AGREEMENT and any pertinent Task Order, and has the ability to either agree to a solution or has authority to make a direct recommendation to the party's decision makers who can approve a solution.
- 9. Defense and Indemnity** Each Party to this Task Order shall defend, indemnify and hold each of the other parties to this AGREEMENT, and their respective elected officials, officers, directors, employees, agent, and designated volunteers harmless from and against any and all loss, liability, damage, cost and expense including but not limited to reasonable attorney,

consultant and expert fees, and court costs, to the extent caused by the indemnifying party's own negligence, recklessness, willful misconduct, or infringement of any patent, trademark, or copyright (or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used) in the performance of its services under a Task Order issued pursuant to this AGREEMENT. This indemnity shall not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss arising from the sole misconduct, including active negligence, of the party receiving the service, or of another Party to this AGREEMENT, or their respective elected officials, officers, directors, employees, agents, and designated volunteers unless the Parties expressly so provide.

Acceptance of insurance certificates and endorsements required under this Task Order does not relieve a Member Agency from liability under this indemnification and hold harmless clause except to the extent payment is made under such policy or policies.

10. Obligation to Correct Errors In addition to the above indemnification obligations, a Member Agency providing services shall correct, at its own expense, all errors in the services provided measured against the terms of the Task Order under which services were provided. Should a Member Agency providing services fail to make such correction in a timely manner after being notified, the Member Agency contracting for the service shall make the correction and charge the cost thereof to the Member Agency responsible for providing the service.

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**THE BOARD OF DIRECTORS
OF THE
LIVERMORE AREA RECREATION AND PARK DISTRICT**

RESOLUTION NO. XXXX

**A RESOLUTION APPROVING THE TRI-VALLEY INTERGOVERNMENTAL
RECIPROCAL SERVICES MASTER AGREEMENT AND AUTHORIZING THE
GENERAL MANAGER TO EXECUTE SAID AGREEMENT**

The Livermore Area Recreation and Park District desires to enter into the Tri-Valley Intergovernmental Reciprocal Services Master Agreement (IRSMA) to efficiently coordinate interagency efforts to reduce costs, increase efficiency, and achieve higher quality work-product by providing services and resources to the other parties.

The Tri-Valley IRSMA provides a general framework to address the administration, liability, and equitable apportionment of the cost of services provided by one party to the other, with more specific terms and conditions contained in written task orders negotiated between the individual parties for sharing resources or contracting for services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors, as the governing body of the Livermore Area Recreation and Park District. Hereby approves the Tri-Valley Intergovernmental Reciprocal Services Master Agreement whose signatories include the City of Livermore, City of Pleasanton, Zone 7 Water Agency, and Dublin San Ramon Services District.

BE IT FURTHER RESOLVED that the Board of Directors of the Livermore Area Recreation and Park District authorizes the General Manager to sign, on behalf of the Livermore Area Recreation and Park District, the Tri-Valley Intergovernmental Reciprocal Services Master Agreement.

ON MOTION of Director _____, seconded by Director _____, the foregoing resolution was passed and adopted this _____ day of July, 2024, by the following roll call vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT:

Approved this _____ day of May, 2024,

David Furst

Chair, Board of Directors

ATTEST:

Mathew Fuzie
General Manager and ex-officio Clerk
to the Board of Directors