

RESOLUTION NO. 2004-264

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
APPROVING AN AGREEMENT FOR FIRE PREVENTION SERVICES OFFERED AT
THE CITY OF ELK GROVE PERMIT COUNTER BETWEEN THE CITY OF ELK
GROVE AND THE ELK GROVE COMMUNITY SERVICES DISTRICT**

WHEREAS, the City of Elk Grove Community Services District approved and executed an agreement for Fire Prevention Services at the City of Elk Grove Permit Counter; and

WHEREAS, the City Council of the City of Elk Grove, wishes to enter into an agreement; and

WHEREAS, the agreement to offer Fire Prevention Services at the City of Elk Grove Permit Counter is a collaborative effort on the part of both agencies to provide multiple services at one location to our customers and citizens of the City of Elk Grove.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Elk Grove hereby approves the Agreement for Fire Prevention Services at the City of Elk Grove Permit Counter between the City of Elk Grove and the Elk Grove Community Services District, and the Mayor, or in her absence the Vice Mayor, is hereby authorized and directed to execute said agreement.

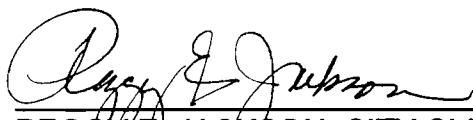
BE IT FURTHER RESOLVED AND ORDERED that a copy of the agreement is available and on file in the City Clerk's office and is incorporated herein by reference and made part of this Resolution.

PASSED AND ADOPTED by the City Council of the City of Elk Grove this 3rd day of November 2004.



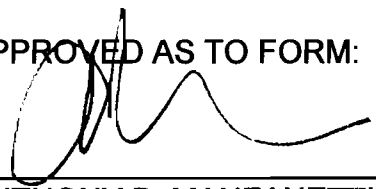
SOPHIA SCHERMAN, MAYOR of the
CITY OF ELK GROVE

ATTEST:



PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY B. MANZANETTI,
CITY ATTORNEY

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ELK GROVE COMMUNITY SERVICES DISTRICT
AND
THE CITY OF ELK GROVE**

This **AGREEMENT** (hereafter "Agreement") is entered into by and between **THE ELK GROVE COMMUNITY SERVICES DISTRICT** (hereafter "EGCSD") and **THE CITY OF ELK GROVE** (hereafter "CITY").

WITNESSETH:

WHEREAS, the CITY and the EGCSD jointly have decided to engage in Fire Prevention Services offered at the City of Elk Grove Permit Counter

WHEREAS, the Board of Directors of the EGCSD and the City Council of the CITY have concluded that it will be mutually beneficial to the constituents of both agencies to enter into this agreement.

NOW THEREFORE, EGCSD and the CITY for consideration the validity of which is acknowledged, agree as follows:

1.0 Services provided by the EGCSD:

1.1 The EGCSD will hire employees, fire and supervise its employee in the position of "Plan Intake Coordinator," and the Plan Intake Coordinator will work at City Hall from 8:00 a.m. to 5:00 p.m., excluding 12:00 p.m. to 1:00 p.m. for lunch, all at no cost to the CITY.

1.2 The EGCSD will collect all fees charged by EGCSD.

2.0 Obligations of the CITY to the EGCSD:

2.1 The CITY will provide a workspace with adjustable plan review table, ergonomic chair, desk phone, counter phone, Nextel cell phone, office supplies, rubber stamps, a computer and printer, at the front counter and work space, and all necessary signs and appurtenances for a fully functional plan intake and plan review service to be accomplished at no cost to the EGCSD.

3.0 Obligations of the EGCSO to the CITY:

3.1 Should the EGCSO reasonably find that the workplace or equipment supplied pursuant to Section 2.1 above is defective, the EGCSO shall first consult with the CITY in an effort to reasonably correct the concerns, to the satisfaction of the EGCSO. Any item that is deemed defective shall be replaced with a current comparable version of itself. If the concerns cannot be reasonably resolved by the CITY to the satisfaction of the EGCSO, the EGCSO shall provide any and/or all of the items in 2.1 above at no cost to the CITY.

4.0 Term of Agreement:

This term of this Agreement shall be for one (1) year, from July 1, 2004 to June 30, 2005. Thereafter, this Agreement shall automatically renew on a month-to-month basis, absent written notice of termination by either Party no less than fourteen (14) calendar days prior to the first of the next month. Termination of this Agreement prior to June 30, 2005 requires thirty (30) calendar days written notice by either Party.

5.0 Command and Control:

5.1 It is understood by both parties to this Agreement that the Chief Officer appointed by the EGCSO Board and undertaking the responsibility and duties of "Fire Marshal", shall have the full authority over operational control of the Plan Intake Coordinator position.

5.2 If any activity conducted by the EGCSO on the premises of the CITY or in relation to the CITY is not acceptable by the CITY, the CITY shall first meet and confer with EGCSO to resolve the matter. If such resolution is not possible, this Agreement shall be terminated on written notice by the CITY.

6.0 Rules, Regulations, Policies and Procedures:

6.1 EGCSO personnel assigned to provide services hereunder are required to abide by all rules, regulations, policies and procedures applicable to employees of the EGCSO.

6.2 EGCSO personnel performing services pursuant to this Agreement may be requested to comply with specified CITY procedures. EGCSO personnel will comply with such CITY procedures, except where such CITY procedures may conflict with EGCSO procedures or the requirements of this Agreement, or both.

6.3 The provisions of this Agreement shall take precedence over any conflicting EGCSO procedures or CITY procedures. The CITY Manager and the EGCSO General Manager shall confer should any conflict exist between EGCSO procedures and the CITY procedures.

7.0 Absences of Employee:

The Fire Prevention Secretary will be back-up intake officer in the event of absence of the Plan Intake Coordinator.

8.0 Indemnification:

To the fullest extent permitted by law, the CITY and the EGCSO agrees to indemnify, defend and hold harmless the other Party, its Governing Board, officers, employees and agents entirely harmless from all liability arising out of:

- (a) Any and all suits, actions, legal or administrative proceedings, claims demands, liability, judgments, awards, fines, losses, damages, charges or costs, including reasonable attorneys' fees and court costs, which arise out of or are in any way connected to the Party's performance of the obligations covered by this Agreement arising from any intentional or negligent act, error or omission of the Party, the Party's consultants, servants, employees, agents or licensees. Said indemnity is intended to apply during the period of this Agreement and shall survive the expiration or termination of this Agreement until such time as action against the Party to be indemnified on account of any matter covered by such waiver or indemnity is fully and finally resolved or is barred by the applicable statute of limitations.

Each Party's obligation to indemnify and defend indemnities hereunder shall include, without limitation, any and all claims, damages, costs for injury to persons and property and death of any person.

The EGCSO and the CITY shall each assume the responsibility and the liability for the acts and omissions of their own officers, agents, or employees in connection with the performance of their official duties under this Agreement. Neither the EGCSO nor the CITY nor their officers, agents, or employees shall be considered an agent of the other. It shall be agreed to by both parties that the services provided by the EGCSO under this Agreement are strictly of a technical nature.

It is the intent of the parties hereto that, where negligence is determined to have been contributory, principles of contributory negligence will be followed and each party shall bear the proportionate cost of any loss, damage, expense and liability attributable to that party's negligence.

The parties shall provide written notification to the other party within thirty (30) days of receipt of any claims, administrative or legal actions with respect to any of the matters described in this indemnification provision. The parties shall establish procedures for the sharing of information and cooperate in the defense of such actions brought by others with respect to the matters covered in this Agreement, unless to do so creates a conflict of interest.

Nothing set forth in this Agreement shall establish a standard of care for, or create any legal right in, any person not a party to this Agreement.

It is expressly understood and agreed to that no personal liability whatsoever attaches to any member of the Governing Boards of the EGCSO or the CITY, or to any of the officers, employees, or contractors thereof by virtue of this Agreement.

9.0 Miscellaneous Provisions:

Unless specifically stated in this Agreement, this document is the complete expression of all terms (covenants and conditions) of the Agreement. There shall be no additions, elaborations, or alternations, written or verbal, whether allegedly agreed to by the CITY and the EGCSO unless reduced to a formal written amendment to this document, approved by the Board of Directors of the EGCSO and the City Council of the City of Elk Grove.

10.0 Applicable Law/Venue:

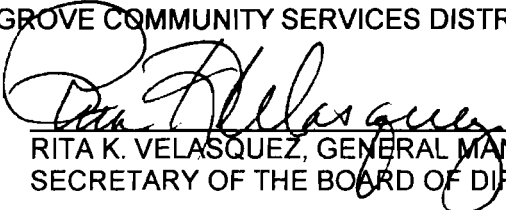
This Agreement shall be governed by California law and venue shall be in the County of Sacramento, and the City of Elk Grove.

11.0 Severability:

If any provision or any part of this Agreement is for any reason found to be invalid, unenforceable, or contrary to public policy, law, statute or ordinance, the remainder of this Agreement shall not be affected thereby and shall remain in effect and fully enforceable.

IN WITNESS HERETO, we affix our signatures to this Agreement as the full and complete understanding of the relationships between the parties hereto.

BOARD OF DIRECTORS OF THE
ELK GROVE COMMUNITY SERVICES DISTRICT

By: 
RITA K. VELASQUEZ, GENERAL MANAGER &
SECRETARY OF THE BOARD OF DIRECTORS

8-30-04
DATE

ELK GROVE CITY COUNCIL

By: _____
SOPHIA SCHERMAN, MAYOR
CITY OF ELK GROVE
CITY COUNCIL

DATE

Approved as to form: 

By: _____
ANTHONY B. MANZANETTI, City Attorney
CITY OF ELK GROVE

CERTIFICATION
ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-264

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO) ss
CITY OF ELK GROVE)

I, Peggy E. Jackson, City Clerk of the City of Elk Grove, California, do hereby certify that the foregoing resolution was duly introduced, approved, and adopted by the City Council of the City of Elk Grove at a regular meeting of said Council held on the 3rd day of November 2004 by the following vote:

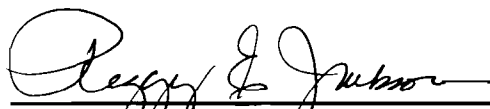
AYES 5: COUNCILMEMBERS: Scherman, Soares, Briggs, Cooper, Leary

NOES 0: COUNCILMEMBERS:

ABSTAIN 0: COUNCILMEMBERS:

ABSENT 0: COUNCILMEMBERS:





Peggy E. Jackson, City Clerk
City of Elk Grove, California