

**RESOLUTION NO. 2004-269**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH THE  
COUNTY OF SACRAMENTO TO PROVIDE EMERGENCY HAZARDOUS  
MATERIALS RESPONSE SERVICES TO THE CITY OF ELK GROVE**

**WHEREAS**, the County of Sacramento has requested the City of Elk Grove pay their fair share of costs related to emergency hazardous materials response services within the incorporated limits of Elk Grove; and

**WHEREAS**, the County of Sacramento has prior agreements directly with the City of Sacramento Fire Department and the Sacramento Metropolitan Fire District for these services; and

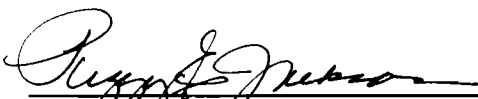
**WHEREAS**, the level of service for hazmat response will remain constant with the approval of this agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Elk Grove hereby authorizes the City Manager or his designee to enter into a contract, enter into subsequent amendments, and cancel or terminate the contract with the County of Sacramento to provide emergency hazardous materials response services to the City of Elk Grove.

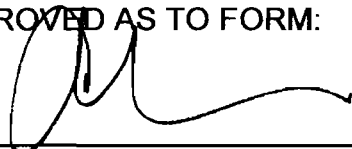
**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 3<sup>rd</sup> day of November 2004.

  
\_\_\_\_\_  
SOPHIA SCHERMAN, MAYOR of the  
CITY OF ELK GROVE

ATTEST:

  
\_\_\_\_\_  
PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
ANTHONY B. MANZANETTI,  
CITY ATTORNEY

**COUNTY OF SACRAMENTO      AGREEMENT NO. # \_\_\_\_\_**

**AGREEMENT**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2004, between the COUNTY OF SACRAMENTO, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and THE CITY OF ELK GROVE, a municipal corporation of the State of California (hereinafter referred to as "CITY").

**WHEREAS**, COUNTY has entered into contractual agreements with the Sacramento Fire Department and the Sacramento Metropolitan Fire District, hereafter referred to as "CONTRACTORS" to provide hazardous materials response teams (hereinafter called "HAZ-MAT TEAM"), with specialized apparatus, equipment and capabilities; and

**WHEREAS**, COUNTY and CITY desire to enter into this Agreement on the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

**I.      SCOPE OF SERVICES**

COUNTY provide services in the amount, type and manner described in Exhibit "A", which is attached hereto and incorporated herein.

**II.     TERM**

This Agreement shall be effective and commence as of July 1, 2004 and shall end on June 30, 2009.

**III.    NOTICE**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by certified mail-return receipt requested, addressed as follows:

**TO COUNTY**

**DIRECTOR**  
Sacramento County Environmental  
Management Department  
8475 Jackson Road, Suite 230  
Sacramento, CA 95826

**TO CITY**

**CITY MANAGER**  
City of Elk Grove  
8400 Laguna Palms Way  
Elk Grove, CA 95758

Either party may change the address to which subsequent notice and/or other communications can be sent by giving written notice designating a change of address to the other party, which shall be effective upon receipt. Notice shall be deemed effective on the date of receipt.

**IV. COMPLIANCE WITH LAWS**

CITY and COUNTY shall observe and comply with all applicable Federal, State, and County laws, regulations and ordinances.

**V. CONFLICT OF INTEREST**

CITY and CITY officers and employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income which could be financially affected by or otherwise conflict in any manner or degree with the performance of services required under this Agreement.

**VI. INDEMNIFICATION**

1. CITY shall indemnify, defend and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees, contractors and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of the CITY, its officers, employees, or agents (including its volunteers and students).
2. COUNTY shall indemnify, defend, and hold harmless CITY and its officers, directors, agents, employees, and volunteers, from and against any and all liability, loss, expense (including payment of reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional act or omission of COUNTY, its Board of Supervisors, officers, employees, or agents (including its volunteers).

**VII. INSURANCE**

Without limiting COUNTY or CONTRACTORS indemnification, COUNTY and CONTRACTORS shall maintain in force at all times during the term of this Agreement and any extensions or modifications hereto, insurance as specified in Exhibit C.

**VIII. SUBCONTRACTS, ASSIGNMENT**

1. Any subcontracting will be subject to all applicable provisions of this Agreement. Subcontracting services delivered under this Agreement shall not in any way relieve COUNTY of any duty or responsibility under this Agreement and COUNTY shall remain primarily obligated for the performance of all services.
2. This Agreement is not assignable by COUNTY in whole or in part, without the prior written consent of CITY.

**IX. AMENDMENT AND WAIVER**

Except as provided herein, no alteration, amendment, variation, or waiver of the terms of this Agreement shall be valid unless made in writing and signed by both parties. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

**X. INTERPRETATION**

This Agreement shall be deemed to have been prepared equally by both of the parties, and the Agreement and its individual provisions shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

**XI. TERMINATION**

Either party may terminate this Agreement upon one hundred and eighty (180) days written notice to the other party. Notice shall be deemed served on the date of mailing.

**XII. PRIOR AGREEMENTS**

This Agreement constitutes the entire contract between COUNTY and CITY regarding the subject matter of this Agreement. Any prior agreements, whether oral or written, between COUNTY and CITY regarding the subject matter of this Agreement are hereby terminated effective immediately upon full execution of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**COUNTY OF SACRAMENTO, a political subdivision of the State of California**

By:   
\_\_\_\_\_  
Director, Sacramento County  
Environmental Management Department

Date: 10/26/2004

Attest:

\_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

**CITY OF ELK GROVE, a municipal corporation of the State of California**

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

COUNTY OF SACRAMENTO «TYPE» AGREEMENT NO.«cntrctnmbr»

**EXHIBIT A to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY," and  
and the CITY OF ELK GROVE, hereafter referred to as "CITY"**

**I. SCOPE OF SERVICES**

**COUNTY DESCRIPTION OF SERVICES**

COUNTY will work within a partnership relationship with CITY and provide the following services:

1. Immediately upon notification of an emergency situation involving hazardous materials that has been classified as a LEVEL II or LEVEL III INCIDENT, the COUNTY, through its contractual agreement with CONTRACTORS, shall provide for the dispatch a HAZ MAT TEAM to respond to the scene. If more than three LEVEL II or LEVEL III hazardous materials incidents are occurring simultaneous within the CITY or other areas of the COUNTY, the determination of the priority of response by a HAZ-MAT TEAM shall be at the sole discretion of the highest ranking chief officer of the Sacramento Fire Department or Sacramento Metropolitan Fire Protection District on-duty or on-call at the time, based upon the assessment of the risks to the public or environment associated with the incident without regard to whether the incident is within the CITY or other areas of the COUNTY.
2. Immediately upon arrival at the scene of the emergency hazardous materials incident, the HAZ-MAT TEAM Captain shall report to the Incident Commander having jurisdiction, and shall establish the Haz-Mat Group as identified in the Incident Command System. The Haz-Mat Group Safety Officer shall make immediate contact with the Safety Officer of the incident.
3. The services to be provided by the HAZ-MAT TEAM to COUNTY or COUNTY FIRE DISTRICTS shall include the following:
  - a. Assessing the scene as to the appropriate classification of the level of the incident, determination of any additional personal or environmental protective measures that may be required without further delay and determining the possible need for an additional assistance not already requested;

- b. Providing rescue to victims, if necessary, and if possible without exposing emergency response personnel to unreasonable life-threatening risks;
- c. Identification of the types and quantities of any hazardous materials involved, determination of the hazards they pose to life, environment and property, and advice as to appropriate measures necessary to mitigate, contain and suppress the emergency hazardous materials incident;
- d. Providing advice, assistance and special supplies in the extinguishment of any fires that may exist or pose a threat, if such extinguishment is considered to be essential by the Incident Commander, and in the selection of extinguishing agents to be utilized and the methods of application;
- e. Providing advice, assistance and location of special supplies in the suppression and containment of the hazardous materials involved in the incident including measures such as temporary diking, diverting, channeling, plugging, removal of fuel, and the elimination of ignition sources.
- f. Providing advice and assistance in the establishment of a Field Command Post in an appropriate and safe location;
- g. Providing advice and assistance in the establishment of a Resource Pool Staging Area in an appropriate and safe location;
- h. Providing advice and assistance in the determination and establishment of any restricted (hot) or limited access (warm) zones, and any areas that may need to be evaluated;
- i. Providing technical coordination with any private sector resources that may be involved in response to the emergency hazardous materials incidents;
- j. Providing advice and assistance to the County Environmental Management Department, the CITY Department of Public Works, and the Emergency Operations Division of the Department of General Services of County as may be requested for the purpose of declaring a health emergency or a state of emergency, coordinating emergency response activities of CITY departments, and clean-up and restoration of the affected site to normal daily use;
- k. Providing technical information to the Incident Commander for dissemination to the public through the facilities of the Emergency



broadcast System or directly to news media regarding the emergency hazardous materials incident;

- i. Providing advice and assistance as necessary, in the training of COUNTY FIRE DISTRICTS and CITY emergency response personnel; and
  - m. Providing information as to the cost of the response by HAZ-MAT TEAM.
4. Nothing in this Agreement or any Exhibit thereto shall obligate the COUNTY to provide HAZ-MAT TEAM services outside of Sacramento County.

**EXHIBIT B to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY,"  
and the CITY OF ELK GROVE, hereafter referred to as "CITY"**

**COMPENSATION SCHEDULE**

1. For the services provided by County through its contractual agreements with the Sacramento Fire Department and the Sacramento Metropolitan Fire District, CITY shall pay to COUNTY the following amounts:

For fiscal year 2004-05 beginning July 1, 2004:	\$44,280
For fiscal year 2005-06 beginning July 1, 2005:	\$46,740
For fiscal year 2006-07 beginning July 1, 2006:	\$49,200
For fiscal year 2007-08 beginning July 1, 2007:	\$52,890
For fiscal year 2008-09 beginning July 1, 2008:	\$52,890 adjusted by a percentage increase as indicated by the United States City Average Consumer Price Index for Urban and Clerical Workers between March 2007 and March 2008 (rounded to the nearest tenth of 1%)

2. Payment will be provided through in two equal semi-annual payments due on September 1st and March 1st during each contract year.
3. Payment shall be made to Sacramento County Environmental Management Department and sent to the following address:

Sacramento County Environmental Management Department  
8475 Jackson Road, Suite 230  
Sacramento, CA 95628

**EXHIBIT C to Agreement  
between the COUNTY OF SACRAMENTO,  
hereafter referred to as "COUNTY,"  
and the CITY OF ELK GROVE, hereafter referred to as "CITY"**

**I. INSURANCE REQUIREMENTS**

1. Each party, at its sole cost and expense, shall carry insurance, or self-insure its activities in connection with this Agreement, and obtain, keep in force and maintain, insurance or equivalent program of self-insurance, for professional liability, general liability, workers compensation and business automobile liability adequate to cover its potential liabilities hereunder.
2. If requested, COUNTY shall furnish CITY with certificates evidencing coverage of the Sacramento Fire Department and Sacramento Metropolitan Fire District, hereafter referred to as "CONTRACTORS" as required below. The COUNTY Risk Manager may approve self-insurance programs in lieu of required policies of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY, CITY, and general public are adequately protected. All CONTRACTOR certificates or evidences of self-insurance are to be received and approved by COUNTY before performance commences.

**II. MINIMUM SCOPE OF INSURANCE.**

Coverage of CONTRACTORS shall be at least as broad as:

1. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, and Personal & Advertising Injury, without exclusions or limitations unless approved by County Risk Management Office.
2. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 0001, auto coverage symbol "1" (any auto). If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
3. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
4. **PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to CONTRACTORS profession.

5. UMBRELLA or Excess Liability policies are acceptable where the need for higher liability limits is noted in the Minimum Limits of Insurance and shall provide liability coverage that are at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Automobile Liability, Employers' Liability, and any other liability coverage designated under the Minimum Scope of Insurance.

### III. MINIMUM LIMITS OF INSURANCE

1. General Liability shall be made on an Occurrence basis (as opposed to Claims Made basis). Minimum limits and structure shall be:

General Aggregate:	\$2,000,000
Product Comp/Op Aggregate:	\$2,000,000
Personal & Adv Injury:	\$1,000,000
Each Occurrence:	\$1,000,000
Fire Damage:	\$ 100,000

2. Automobile Liability: \$1,000,000 Combined Single Limit per accident for bodily injury and property damage.
3. Workers' Compensation: Statutory.
4. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
5. Professional Liability or Errors and Omissions Liability: \$1,000,000 per occurrence.

**CERTIFICATION  
ELK GROVE CITY COUNCIL RESOLUTION NO. 2004-269**

**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 3<sup>rd</sup> 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:**



A handwritten signature in cursive script, appearing to read "Peggy E. Jackson", written over a horizontal line.

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