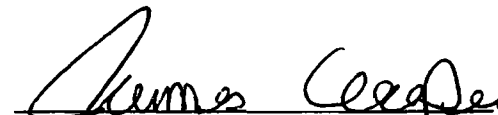


RESOLUTION NO. 2001-39


**A RESOLUTION
OF THE CITY COUNCIL OF THE CITY OF ELK GROVE
APPROVING A NINETY (90) DAY CONTRACT EXTENSION FOR MUNICIPAL
SERVICES BETWEEN SACRAMENTO COUNTY AND THE CITY OF ELK GROVE**

BE IT RESOLVED AND ORDERED, that the Mayor of the City Council of the City of Elk Grove be and is hereby authorized and directed to execute the Interim Agreement for Services Between the City of Elk Grove and the County of Sacramento in the form attached hereto, on behalf of the City of Elk Grove, a political subdivision of the State of California, a duly incorporated city within the County of Sacramento, regarding provision of interim municipal services; and to do and perform everything necessary to carry out the purpose of this Resolution.


PASSED AND ADOPTED by the City Council of the City of Elk Grove on the 20th day of June 2001.


JAMES COOPER, MAYOR
CITY OF ELK GROVE

ATTEST:


PEGGY JACKSON, CITY CLERK
CITY OF ELK GROVE

APPROVED AS TO FORM:


ANTHONY MANZANETTI,
CITY ATTORNEY
CITY OF ELK GROVE

AYES: Leary, Scherman, Cooper,
Briggs, Soares
NOES: None
ABSTAIN: None
ABSENT: None

**INTERIM AGREEMENT FOR SERVICES BETWEEN THE COUNTY OF
SACRAMENTO AND THE CITY OF ELK GROVE**

This Agreement is made and entered into this 20th day of June, 2001, by and between the County of Sacramento, a political subdivision of the State of California ("County"), and the City of Elk Grove, a municipal corporation organized and existing under the laws of the State of California ("City").

RECITALS:

WHEREAS, the incorporation of the City became effective July 1, 2000; and

WHEREAS, pursuant to Government Code Section 57384, the County has continued to provide services to the City for the remainder of the fiscal year during which the City's incorporation became effective; and

WHEREAS, the City and the County are in the process of negotiating long-term agreements for the County to continue to provide certain services to the City pursuant to Article 1 (commencing with Section 51300) of Chapter 1 of Part 2 of Division 1 of Title 5 of the Government Code; and

WHEREAS, the City and the County require additional time to finalize such negotiations and to prepare and approve the necessary contracts; and

WHEREAS, the City and the County anticipate that, prior to the expiration of this Interim Agreement, they will execute long-term service agreements for the County's provision of some or all of those services set forth in subsections (a)-(i), inclusive, of Section 1; and

WHEREAS, the City desires to have the County continue to provide those services which are the subject of ongoing negotiations on an interim basis pending approval of long-term agreements for such services; and

WHEREAS, the County desires to continue to provide such interim services subject to the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises, conditions, and covenants hereinafter set forth, the City and the County hereby agree as follows:

1. Scope of Services. The County shall provide within the corporate limits of the City the following services during the term of this Agreement:

- (a) Animal control services at the same level as has been provided by the County to the City during the period July 1, 2000, through June 30, 2001;
- (b) Law enforcement services at the same level as has been provided by the County to the City during the period July 1, 2000, through June 30, 2001, plus traffic enforcement;
- (c) Drainage and flood control services at the same level as has been provided by the County to the City during the period July 1, 2000, through June 30, 2001;
- (d) Road maintenance and traffic engineering services at the same level as has been provided by the County to the City during the period July 1, 2000, through June 30, 2001;

- (e) Building inspection services at the same level as has been provided by the County to the City during the period July 1, 2000, through June 30, 2001;
- (f) Land development and site improvement review services at the same level as has been provided by the County to the City during the period July 1, 2000, through June 30, 2001;
- (g) Technical inspection services at the same level as has been provided by the County to the City during the period July 1, 2000, through June 30, 2001;
- (h) Infrastructure finance services at the same level as has been provided by the County to the City during the period July 1, 2000, through June 30, 2001;
- (i) Development-related drainage and flood control services, except for those services performed by the Sacramento County Water Agency, at the same level as has been provided by the County to the City during the period July 1, 2000, through June 30, 2001; and
- (j) Zoning and Housing Code enforcement and vehicle abatement services at the same level as has been provided by the County to the City during the period July 1, 2000, through June 30, 2001.

2. Provision of Labor, Equipment and Supplies. For the purpose of performing the services required by this Agreement, the County shall furnish all necessary labor, supervision, equipment, communications facilities, and supplies necessary to maintain the level of service set forth in Section 1 hereof.

3. Employment Status of Personnel. Any persons employed by County for the performance of services pursuant to this Agreement shall remain employees of County, shall at all times be under the direction and control of the County, and shall not be considered employees of the City. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges afforded to County employees and shall not be entitled, as a result of providing services hereunder, to any additional rights or privileges that may be afforded to City employees.

4. Compensation For Services. The City shall compensate the County for the services described in Section 1 as follows:

(a) In compensation for the animal control services provided to the City by the County pursuant to this Agreement, the City shall pay during the term of this Agreement its per capita share of the County's cost of providing animal control services based on the following formula: the total quarterly net County cost of providing animal control services within the unincorporated area and the cities of Folsom and Galt, divided by the total population of the unincorporated area and those cities of Folsom and Galt, and then multiplied by the population of the City. For purposes of making the foregoing calculation, population shall be determined using figures, as determined and reported by the State Department of Finance, for January immediately prior to the quarter for which the calculation is being made. For purposes of calculating the net County cost of animal control services, the indirect A-87 costs allocated to the Department of Animal Care and Regulation shall be included as part of the County's net cost of providing

animal control services.

(b) In compensation for the law enforcement services provided to the City by the County pursuant to this Agreement, the City shall pay the County for all actual costs, including all booking costs and all indirect costs calculated consistent with the County's A-87 cost allocation methodology, incurred in providing such services.

(c) In compensation for the drainage and flood control services provided to the City by the County pursuant to this Agreement, the County shall be entitled to collect and retain the storm water utility charges that are currently levied on property within the City.

(d) In compensation for the road maintenance and traffic engineering services provided to the City by the County pursuant to this Agreement, the City shall pay the County on a time and materials basis for all actual costs incurred by the County, including all indirect costs calculated consistent with the County's A-87 cost allocation methodology, in providing such services.

(e) In compensation for the building inspection services provided to the City by the County pursuant to this Agreement, the County shall be entitled to collect and retain the building permit fees that are currently levied within the City.

(f) In compensation for the services described in subsections (f)-(j), inclusive of Section 1, the City shall pay the County on a time and materials basis for all actual costs incurred by the County, including all indirect costs calculated consistent with the County's A-87 cost allocation methodology, in providing such services. Subject to the

City's written approval for those services described in subsections (f), (g), (h) and (i) of Section 1, the County may elect to continue to collect and retain those fees or charges for such services levied by the City or directly bill third-party beneficiaries of such services.

5. Invoices and Payment.

(a) For those services described in subsections (a), (b), (d), (f), (g), (h) and (i) of Section 1 above for which the County is reimbursed on a time and materials basis, the County Department of Finance shall submit an itemized invoice to the City within thirty (30) days after the end of each calendar month which summarizes all services performed during the preceding month. The City shall remit payment of the amount stated in the invoice to the County Department of Finance within thirty (30) days of receipt of such invoice.

(b) For those services described in subsections (c) and (e) of Section 1 above, the County's compensation shall be in the form of those charges or fees which the County is authorized to collect and retain pursuant to Section 4 above. Except as provided in subsection (d) below, the City shall have no obligation to make direct payment to the County for such services.

(c) The County shall periodically present to the City a list of those storm water utility accounts that have become delinquent. Upon receipt of such a list, the City shall take such action as is necessary under the relevant regulatory ordinance to have such

delinquent charges made a lien against the property subject to the charge and placed on the property tax roll for collection. If the City fails to do so with respect to a delinquent charge, the City shall be responsible for paying such delinquent charge directly to the County.

(d) If any payment required to be made by the City pursuant to this section is not received by the prescribed time, the County shall be entitled to recover interest on the unpaid balance calculated at the rate of interest paid by the County's treasury investment pool and pursue all available legal remedies to collect any such delinquency.

6. City Powers and City Ordinances.

(a) The City shall maintain in full force and effect during the term of this Agreement ordinances substantively identical to the following County Code provisions: Title 8 of the Sacramento County Code and other animal control ordinances and resolutions which may be adopted by County's Board of Supervisors, including, but not limited to, the type and amount of fees; Chapter 15.10 of the Sacramento County Code and other storm drainage ordinances and resolutions which may be adopted by County's Board of Supervisors, including, but not limited to, the type and amount of fees; and Title 16 of the Sacramento County Code and other building and/or construction ordinances and resolutions which may be adopted by County's Board of Supervisors, including, but not limited to, the type and amount of fees. Subsequent to

prior written notice from the County to the City and an opportunity for the City to cure such failure, the County shall be relieved of any obligation to provide animal control, building inspection, or drainage and flood control services if the City fails to comply with the foregoing requirement with respect to the regulatory ordinances relevant to that particular service.

(b) It is agreed by the parties hereto that in performing services pursuant to this Agreement, the County shall have all the powers of the City and shall receive the full cooperation and assistance of the City, its officers, agents and employees in enforcing rules, regulations, codes and ordinances of the City pursuant to this Agreement. The City shall be responsible for the validity of its rules, regulations, codes and ordinances, including, but not limited to, any ordinances or codes incorporated by reference in the City's ordinances or code, and City shall defend, hold harmless, and indemnify the County, its officers, agents and employees with respect to any claim or action challenging the validity of any City ordinance or with respect to any claim or action that any citation was issued or other action was taken under an invalid City ordinance.

7. Term. This Agreement shall be effective July 1, 2001, and shall expire on September 30, 2001. The City's obligation to compensate the County for services rendered under this Agreement as set forth in Sections 4 and 5 hereof, together with the parties indemnification obligations set forth in Section 10 hereof, shall survive the

expiration of this Agreement. If the City and the County enter into any long-term contracts for any of the services described in Section 1 hereof, such long-term contracts shall supercede this Agreement with respect to the services provided for in such long-term contracts.

8. Administration. The City Manager shall administer this Agreement on behalf of the City and the County Executive shall administer this Agreement on behalf of the County.

9. Audit. The County shall maintain adequate financial records during the term of this Agreement to document its costs of providing services pursuant to this Agreement. Such records shall be made available for inspection and audit by the City upon reasonable notice.

10. Indemnification.

(a) The County and its officers, agents and employees shall not be deemed to have assumed any liability for the negligence or other act or omission of City or any of its officers, agents or employees or for any illegality or unconstitutionality of the City's ordinances. The City shall indemnify and hold the County and its officers, agents, employees and independent contractors harmless from any claim or liability whatsoever, based or asserted upon the illegality or unconstitutionality of any City ordinances or upon any act or omission of the City or its officers, agents, employees subcontractors and independent contractors related to this Agreement, for property

damage, bodily injury or death or any other element of damage of any kind or nature, and the City shall defend at its expense, including attorney fees, the County and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such condition of any such alleged illegality or unconstitutionality of a City ordinance or such alleged acts or omissions set forth above.

(b) County shall indemnify and hold the City and its officers, agents, employees and independent contractors harmless from any claim or liability whatsoever, based or asserted upon any act or omission of the County or its officers, agents, employees, subcontractors and independent contractors related to services provided under this Agreement, for property damage, bodily injury or death or any other element of damage of any kind or nature, and the County shall indemnify and defend at its expense, including attorney fees, the City and its officers, agents, employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

11. Assignment. Neither party hereto shall assign, subcontract, or transfer any interest in this Agreement, or any duty hereunder, without the prior written consent of the other party, and no assignment shall be of any force or effect whatsoever unless and until the other party furnishes such written consent.

12. Amendments. This Agreement may be modified or amended, or any of its provisions waived, only by a subsequent written agreement executed by each of the

parties hereto.

13. Entire Agreement. This Agreement and any attachments hereto constitute the sole, final, complete, exclusive and integrated expression and statement of the terms and conditions of this Agreement among the parties hereto concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, oral or written, that may be related to the subject matter of this Agreement.

14. Construction and Interpretation. It is agreed and acknowledged by the parties hereto that the provisions of this Agreement have been arrived at through negotiation, and that each of the parties has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

15. Waiver. The waiver at any time by any party of any of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or other matter.

16. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal, provided that such invalidity does not materially affect the respective rights and obligations of the parties.

17. Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of the parties hereto, provided that the required consent has been obtained pursuant to Section 11 above.

18. Notices. Any notice, demand, request, consent, or approval that either party hereto may, or is required to, give the other shall be in writing and shall be deemed to have been received three (3) days after being deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO COUNTY:
County Executive
700 H Street, Suite 7650
Sacramento, CA 95814

TO CITY:
City Manager
8400 Laguna Palms
Elk Grove, CA

Either party hereto shall have the right to serve any notice by personal delivery, and change the address at which it will receive such communications by giving fifteen (15) days advance notice to the other party.

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

CITY OF ELK GROVE, a municipal
corporation

Dated: June __, 2001

By _____
Mayor, City of Elk Grove

(SEAL)

Attest: _____
City Clerk

**Interim Agreement For Services
Between the County of Sacramento and the
City of Elk Grove**

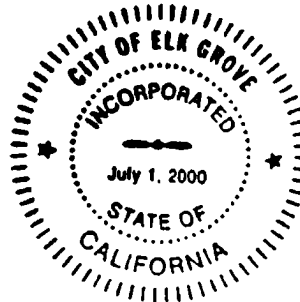
Page 12 of 12

Dated: June 20, 2001

By [Signature]
Mayor, City of Elk Grove

(SEAL)

Attest: [Signature]
City Clerk



APPROVED AS TO FORM:

[Signature]
City Attorney

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

Dated: June __, 2001

By _____
Chairperson, Board of Supervisors

(SEAL)

Attest: _____
Clerk of the
Board of Supervisors

APPROVED AS TO FORM:

Assistant County Counsel