

Resolution No. 2006-268

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ELK GROVE  
AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE A  
LICENSE AGREEMENT WITH SACRAMENTO COUNTY FOR REAL  
PROPERTY LOCATED AT 9250 BOND ROAD FOR USAGE OF SHOWER  
AND LOCKER FACILITIES ON THE TERMS AND CONDITIONS IDENTIFIED  
IN THE LICENSE AGREEMENT AND AMENDING THE FISCAL YEAR 2006-  
2007 POLICE DEPARTMENT BUDGET**

**WHEREAS**, Upon termination of the contract for police services, the City will not have an agreement in place to access the South Station.; and

**WHEREAS** Police staff have an immediate need for facilities to store equipment, and have access to shower facilities for its Police Officers; and

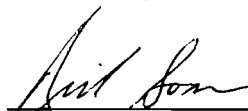
**WHEREAS**, An interim solution is needed for access to facilities until construction of the Police Fleet Facility at the Corporation Yard is complete in January 2007; and

**WHEREAS**, A License Agreement has been negotiated that provides continued access to the to South Station until the Police Fleet Facility comes on line

**NOW THEREFORE, IT BE RESOLVED** that the City Council of the City of Elk Grove:


1. Authorizes the City Manager, or his designee to execute an Agreement for use of facilities at 9250 Bond Road between the County of Sacramento and the City of Elk Grove; and
2. Authorizes the transfer of \$13,219 from General Fund contingency reserve to the police department budget to cover rental costs for the facility.

**PASSED AND ADOPTED** by the City Council of the City of Elk Grove this 25<sup>TH</sup> day of October 2006.



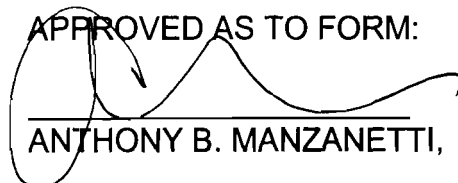
RICK SOARES, MAYOR of the  
CITY OF ELK GROVE

ATTEST:



PEGGY E. JACKSON, CITY CLERK

APPROVED AS TO FORM:



ANTHONY B. MANZANETTI,

**AGREEMENT FOR USE OF FACILITIES AT 9250 BOND ROAD, ELK GROVE, CALIFORNIA BETWEEN THE COUNTY OF SACRAMENTO AND THE CITY OF ELK GROVE**

THIS AGREEMENT is made and entered into as of this \_\_\_\_ day of October, 2006, by and 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 organized and existing under the laws of the State of California hereinafter referred to as ("CITY") and is made with reference to the following facts:

**RECITALS**

WHEREAS, the COUNTY and the CITY entered into an Agreement for Law Enforcement Services ("Agreement") on October 31, 2001;

WHEREAS, the CITY desires to continue the use of areas located at 9250 Bond Road, Elk Grove, CA 95624: which include access gate, parking lot, common hallways, equipment rooms, locker rooms, bathrooms and shower facilities (hereafter the "Licensed Area"); 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, COUNTY and CITY agree as follows:

**I. USE**

CITY shall be allowed access to the following areas at 9250 Bond Road, Elk Grove, CA 95624. Specifically the access gate, parking lot, common hallways, equipment room, locker rooms, bathrooms and shower facilities (hereinafter the "Licensed Area"). CITY shall have the right to access and use the Licensed Area 24 hours per day, seven days per week for the contract period. COUNTY shall provide the CITY with the punch code to enter the access gate and keys to individual lockers in the locker rooms. All keys will be returned at the end of the contract period.

**II. TERM**

This Agreement shall be effective October 29, 2006 and shall end on January 31, 2007.

**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 mail, addressed as follows:

TO COUNTY

JOHN MCGINNESS  
Sacramento County Sheriff's  
Department  
711 G Street  
Sacramento, CA 95814

TO CITY

City of Elk Grove  
8380 Laguna Palms Way  
Elk Grove, CA 95758  
ATTN: John Danielson  
City Manager

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.

**IV. COMPLIANCE WITH LAWS**

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

**V. GOVERNING LAWS AND JURISDICTION**

This Agreement shall be deemed to have been executed and to be performed within the State of California and shall be construed and governed by the internal laws of the State of California. Any legal proceedings arising out of or relating to this Agreement shall be brought in Sacramento County, California.

**VI. LICENSES AND PERMITS**

CITY shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Sacramento and all other appropriate governmental agencies, including any certification and credentials required by COUNTY. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

**VII. PERFORMANCE STANDARDS**

CITY shall perform its services under this Agreement in accordance with the industry and/or professional standards applicable to CITY'S services.

**VIII. COMPLIANCE WITH CHILD, FAMILY AND SPOUSAL SUPPORT REPORTING OBLIGATIONS**

- A. CITY's failure to comply with state and federal child, family and spousal support reporting requirements regarding the CITY's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Agreement.
- B. CITY's failure to cure such default within 90 days of notice by COUNTY shall be grounds for termination of this Agreement.

**IX. CONFLICT OF INTEREST**

CITY and CITY's 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.

**XX. USE OF FUNDS**

It is understood and agreed that no funds provided by COUNTY pursuant to this Agreement shall be used by CITY for any political activity or political contribution.

**XXI. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES**

- A. CITY agrees and assures COUNTY that CITY and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and to not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of COUNTY, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. CITY shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of COUNTY employees and agents, and recipients of services are free from such discrimination and harassment.
- B. CITY represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

- C. CITY agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.
- D. CITY shall include this nondiscrimination provision in all subcontracts related to this Agreement.

**XXII. INDEMNIFICATION**

CITY shall defend, indemnify and hold harmless COUNTY, its Board of Supervisors, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of CITY'S officers, directors, agents, employees or subcontractors.

COUNTY shall defend, indemnify, and hold harmless CITY, its officers, directors, agents, employees, and subcontractors from and against all demands, claims, actions, liabilities, losses, damages and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the Agreement, caused in whole or in part by the negligent or intentional acts or omissions of COUNTY'S Board of Supervisors, officers, directors, agents, employees, or volunteers.

It is the intention of COUNTY and CITY that the provisions of this paragraph be interpreted to impose on each party responsibility to the other for the acts and omissions of their respective officers, directors, agents, employees, volunteers, COUNTY'S Board of Supervisors, and CITY'S subcontractors. It is also the intention of COUNTY and CITY that, where comparative fault is determined to have been contributory, principals of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, volunteers, COUNTY'S Board of Supervisors and CITY'S subcontractors.

**XIII. INSURANCE**

Without limiting CITY'S indemnification, CITY shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance as specified in Exhibit B. It is the responsibility of CITY to notify its insurance advisor or insurance carrier(s) regarding coverage, limits, forms and other insurance requirements specified in Exhibit B. It is understood and agreed that COUNTY shall not pay any sum to CITY under this Agreement unless and until COUNTY is satisfied that all insurance required by this Agreement is in force at the time services hereunder are rendered. Failure to maintain insurance as required in this agreement may be grounds for material breach of contract.

**XIV. COMPENSATION AND PAYMENT OF INVOICES LIMITATIONS**

- A. Compensation under this Agreement shall be limited to the Maximum Total Payment Amount set forth in Exhibit C, or Exhibit C as modified by COUNTY in accordance with express provisions in this Agreement.
- B. COUNTY shall submit an invoice on the forms and in accordance with the procedures prescribed by COUNTY on a monthly basis. Invoices shall be submitted to CITY no later than the fifteenth (15th) day of the month following the invoice period, and CITY shall pay COUNTY within thirty (30) days after receipt of an appropriate and correct invoice.
- C. COUNTY operates on a July through June fiscal year. Invoices for services provided in any fiscal year must be submitted no later than July 31, one month after the end of the fiscal year.
- D. COUNTY shall maintain for four years following termination of this agreement full and complete documentation of all services and expenditures associated with performing the services covered under this Agreement. Expense documentation shall include: time sheets or payroll records for each employee; receipts for supplies; applicable subcontract expenditures; applicable overhead and indirect expenditures.

**XV. SUBCONTRACTS, ASSIGNMENT**

- A. CITY shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under this Agreement. CITY remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. CITY shall be held responsible by COUNTY for the performance of any subcontractor whether approved by COUNTY or not.
- B. This Agreement is not assignable by CITY in whole or in part, without the prior written consent of COUNTY.

**XVI. 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. No interpretation of any provision of this Agreement shall be binding upon COUNTY unless agreed in writing by DIRECTOR and counsel for COUNTY.

**XVII. SUCCESSORS**

This Agreement shall bind the successors of COUNTY and CITY in the same manner as if they were expressly named.

**XVIII. TIME**

Time is of the essence of this Agreement.

**XVIX. 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.

**XX. DIRECTOR**

As used in this Agreement, "DIRECTOR" shall mean the Sheriff of Sacramento County, or his/her designee.

**XXI. DISPUTES**

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

**XXII. TERMINATION**

- A. Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing.
- B. If this Agreement is terminated under paragraph A above, COUNTY shall only be paid for any services completed and provided prior to notice of termination. In the event of termination under paragraph A above, COUNTY shall be paid an amount which bears the same ratio to the total compensation authorized by the Agreement as the services actually provided bear to the total services of CITY covered by this Agreement, less payments of compensation previously made. In no event, however, shall CITY pay COUNTY an amount which exceeds a pro rata portion of the Agreement total based on the portion of the Agreement term that has elapsed on the effective date of the termination.

C. CITY shall not incur any expenses under this Agreement after notice of termination and shall cancel any outstanding expenses obligations to a third party that CITY can legally cancel.

**XXIII. 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.

**XXIV. DUPLICATE COUNTERPARTS**

This Agreement may be executed in duplicate counterparts. The Agreement shall be deemed executed when it has been signed by both parties.

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**

**CITY OF ELK GROVE, a municipal corporation organized and existing under the laws of the State of California**

By \_\_\_\_\_  
John McGinness, Sheriff

By \_\_\_\_\_  
John Danielson, City Manager

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

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Attorney

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

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



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

**FACILITY ACCESS**

**I. SERVICE LOCATION(S)**

**Facility Name(s): SOUTH STATION  
Street Address: 9250 BOND ROAD  
and Zip Code: ELK GROVE, CA 95624**

**II. DESCRIPTION OF FACILITY ACCESS**

CITY will be provided access code to gate and individual locker keys and allowed unrestricted access to specific areas at the above facility as outlined below:

- Access Gate
- Parking Lot
- Common hallways
- Equipment room
- Locker rooms
- Bathrooms and shower facilities

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

**INSURANCE REQUIREMENTS FOR CITYS**

Without limiting CITY's indemnification, CITY shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the CITY, its agents, representatives or employees. COUNTY shall retain the right at any time to review the coverage, form, and amount of the insurance required hereby. If in the opinion of the County Risk Manager, insurance provisions in these requirements do not provide adequate protection for COUNTY and for members of the public, COUNTY may require CITY to obtain insurance sufficient in coverage, form and amount to provide adequate protection. COUNTY's requirements shall be reasonable but shall be imposed to assure protection from and against the kind and extent of risks that exist at the time a change in insurance is required.

**I. VERIFICATION OF COVERAGE**

CITY shall furnish the COUNTY with certificates evidencing coverage required below. **Copies of required endorsements must be attached to provided certificates.** 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 and the general public are adequately protected. All certificates, evidences of self-insurance, and additional insured endorsements are to be received and approved by the County before performance commences. The COUNTY reserves the right to require that CITY provide complete, certified copies of any policy of insurance offered in compliance with these specifications.

**II. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

- A. **GENERAL LIABILITY:** Insurance Services Office's Commercial General Liability occurrence coverage form CG 0001. Including, but not limited to Premises/Operations, Products/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations, unless approved by the County Risk Manager.
- B. **AUTOMOBILE LIABILITY:** Insurance Services Office's Commercial Automobile Liability coverage form CA 000.
  - 1. Commercial Automobile Liability: auto coverage symbol "1" (any auto) for corporate/business owned vehicles. If there are no owned or leased vehicles, symbols 8 and 9 for non-owned and hired autos shall apply.
  - 2. Personal Lines automobile insurance shall apply if vehicles are individually owned.
- C. **WORKERS' COMPENSATION:** Statutory requirements of the State of California and Employer's Liability Insurance.
- D. **PROFESSIONAL LIABILITY** or Errors and Omissions Liability insurance appropriate to the CITY's profession.
- E. **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 coverages that at least follow form over the underlying insurance requirements where necessary for Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and any other liability coverage (other than Professional Liability) designated under the Minimum Scope of Insurance.

**III. MINIMUM LIMITS OF INSURANCE**

CITY shall maintain limits no less than:

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

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

Building Trades CITYs and CITYs engaged in other projects of construction shall have their general liability Aggregate Limit of Insurance endorsed to apply separately to each job site or project, as provided for by Insurance Services Office form CG-2503 Amendment-Aggregate Limits of Insurance (Per Project).

**B. AUTOMOBILE LIABILITY:**

1. Commercial Automobile Liability for Corporate/business owned vehicles including non-owned and hired, \$1,000,000 Combined Single Limit.
2. Personal Lines Automobile Liability for Individually owned vehicles, \$250,000 per person, \$500,000 each accident, \$100,000 property damage.

**C. WORKERS' COMPENSATION:** Statutory.

**D. EMPLOYER'S LIABILITY:** \$1,000,000 per accident for bodily injury or disease.

**E. PROFESSIONAL LIABILITY OR ERRORS AND OMISSIONS LIABILITY:** \$1,000,000 per claim and aggregate.

**IV. DEDUCTIBLES AND SELF-INSURED RETENTION**

Any deductibles or self-insured retention that apply to any insurance required by this Agreement must be declared and approved by the COUNTY.

**V. CLAIMS MADE PROFESSIONAL LIABILITY INSURANCE**

If professional liability coverage is written on a Claims Made form:

- A. The "Retro Date" must be shown, and must be on or before the date of the Agreement or the beginning of Agreement performance by CITY.
- B. Insurance must be maintained and evidence of insurance must be provided for at least one (1) year after completion of the Agreement.
- C. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the CITY must purchase "extended reporting" coverage for a minimum of one (1) year after completion of the Agreement.

## **VI. OTHER INSURANCE PROVISIONS**

The insurance policies required in this Agreement are to contain, or be endorsed to contain, as applicable, the following provision:

### **A. All Policies:**

1. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII. The County Risk Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of the COUNTY and the general public are adequately protected.
2. **MAINTENANCE OF INSURANCE COVERAGE:** The CITY shall maintain all insurance coverages in place at all times and provide the COUNTY with evidence of each policy's renewal ten (10) days in advance of its anniversary date. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, reduced in coverage, or reduced in limits, except after thirty (30) days' written notice for cancellation or sixty (60) days' written notice for non-renewal has been given to the COUNTY. For non-payment of premium 10 days' prior written notice of cancellation, certified mail, return receipt requested is required.

## **VII. COMMERCIAL GENERAL LIABILITY AND/OR COMMERCIAL AUTOMOBILE LIABILITY**

- A. **ADDITIONAL INSURED STATUS:** The COUNTY, its officers, directors, officials, employees, and volunteers are to be endorsed as additional insureds as respects: liability arising out of activities performed by or on behalf of the CITY; products and completed operations of the CITY; premises owned, occupied or used by the CITY; or automobiles owned, leased, hired or borrowed by the CITY. The coverage shall contain no endorsed limitations on the scope of protection afforded to the COUNTY, its officers, directors, officials, employees, or volunteers.
- B. **CIVIL CODE PROVISION:** Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- C. **PRIMARY INSURANCE:** For any claims related to this Agreement, the CITY's insurance coverage shall be endorsed to be primary insurance as respects the COUNTY, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, directors, officials,

employees, or volunteers shall be excess of the CITY's insurance and shall not contribute with it.

D. SEVERABILITY OF INTEREST: The CITY's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. SUBCITYS: CITY shall be responsible for the acts and omissions of all its subCITYs and additional insured endorsements as provided by CITYs subCITY.

#### **VIII. WORKERS' COMPENSATION**

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the COUNTY, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by the CITY.

#### **IX. PROPERTY**

Course of Construction (COC) Waiver of Subrogation: Any Course of Construction (COC) policies maintained by the CITY in performance of the Agreement shall contain the following provisions:

1. The COUNTY shall be named as loss payee.
2. The Insurer shall waive all rights of subrogation against the COUNTY.

Inland Marine Waiver of Subrogation: Any Inland Marine insurance policies maintained by the CITY in performance of the Agreement shall be endorsed to state that the insurer shall waive all rights of subrogation against the COUNTY.

#### **X. NOTIFICATION OF CLAIM**

If any claim for damages is filed with CITY or if any lawsuit is instituted against CITY, that arise out of or are in any way connected with CITY's performance under this Agreement and that in any way, directly or indirectly, contingently or otherwise, affect or might reasonably affect COUNTY, CITY shall give prompt and timely notice thereof to COUNTY. Notice shall be prompt and timely if given within thirty (30) days following the date of receipt of a claim or ten (10) days following the date of service of process of a lawsuit.

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

**BUDGET REQUIREMENTS**

**I. MAXIMUM PAYMENT TO COUNTY**

The Maximum Total Payment Amount under this Agreement is: \$13,219

**II. BUDGET**

\$4,406.25 per month (3 months) for a total of \$13, 218.75

**CERTIFICATION  
ELK GROVE CITY COUNCIL RESOLUTION NO. 2006-268**

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 October 25, 2006 by the following vote:***

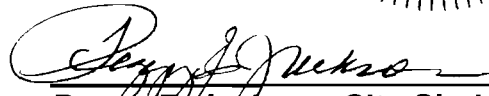
**AYES :        COUNCILMEMBERS:        Soares, Scherman, Briggs,**

**NOES :        COUNCILMEMBERS:        None**

**ABSTAIN :    COUNCILMEMBERS:        Cooper, Leary**

**ABSENT:      COUNCILMEMBERS:        None**



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