

RESOLUTION NO. 2002-04

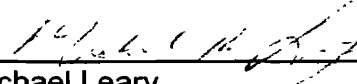
**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF ELK GROVE RELATING
TO SECOND INTERIM AGREEMENT FOR SERVICES BETWEEN THE
COUNTY OF SACRAMENTO AND THE CITY OF ELK GROVE**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Elk Grove as follows:

Section 1. The mayor is hereby authorized and directed to execute the Second Amended Interim Agreement for Services Between the County of Sacramento and the City of Elk Grove on behalf of the City of Elk Grove in the form hereto attached, and for all matter incidental thereto, and to do and perform everything necessary to carry out the purpose of this resolution.

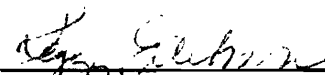
Section 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the Office of the City Clerk.

PASSED AND ADOPTED by the City Council of the City of Elk Grove on this 9th day of January 2002.



Michael Leary
Mayor of the City of Elk Grove

ATTEST:



Peggy Jackson, City Clerk of the
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

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

This Second Amended Agreement is made and entered into this 12th day of December, 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 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 entered into an Interim Agreement for Services ("Agreement") that was effective for the period July 1, 2001, through September 30, 2001, extended by a first amendment to January 6, 2002, because of the need for additional time to finalize such negotiations and to prepare and approve the necessary contracts; and

WHEREAS, the City and the County require further time to complete this process; 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. Section 1 of the Agreement is hereby amended to read as follows:

"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) 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;
- (c) 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;
- (d) 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;
- (e) 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;
- (f) 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;
- (g) 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;

- (h) 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.
- (i) Review of Requests for Letters of Public Convenience/Necessity (PCN) relating to locating liquor licenses in over-concentrated census tracts, at the same level as has been provided by the County to the City during the period July 1, 2001, through September 30, 2001.

2. Section 7 of the Agreement is hereby amended to read as follows:

This Agreement shall be effective July 1, 2001, and shall expire on June 30, 2002. 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.

3. The Agreement shall in all other respects remain in full force and effect.

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

CITY OF ELK GROVE, a municipal corporation

Dated: _____

Michael P. Leary, Mayor
CITY OF ELK GROVE

ATTEST:

APPROVED AS TO FORM:

Peggy Jackson, City Clerk
CITY OF ELK GROVE



Anthony Manzanetti, City Attorney
CITY OF ELK GROVE

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

Dated: _____

Chairperson, Board of Supervisors

(SEAL)

ATTEST:

APPROVED AS TO FORM:

Clerk of the
Board of Supervisors

Assistant County Counsel