

RESOLUTION NO. 2501

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR
BUILDING INSPECTION SERVICES BY AND
BETWEEN THE CITY OF SOLEDAD AND
THE CITY OF GONZALES

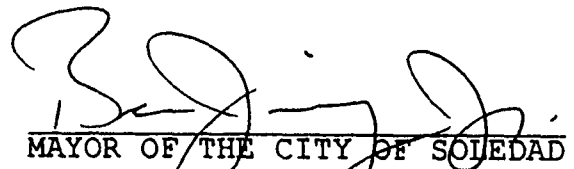
BE IT RESOLVED by the City Council of the City of Soledad that the City Manager is hereby, authorized, for and on behalf of the City of Soledad to execute an agreement for Building Inspection Services by and between the City of Soledad and the City of Gonzales, in the form of the document hereunto attached, marked "Exhibit A," and by reference made a part hereof.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 1st day of May, 1996, by the following vote


AYES, and in favor thereof, Councilmembers John Holguin, Fred Ledesma, Richard Ortiz, Mayor Pro Tem Fabian Barrera, Mayor Ben Jimenez, Jr.

NOES, Councilmembers: None

ABSENT, Councilmembers: None


MAYOR OF THE CITY OF SOLEDAD

ATTEST:


CITY CLERK OF THE CITY OF SOLEDAD

AGREEMENT FOR BUILDING INSPECTION SERVICES

This Agreement, made and entered into this 1 st day of May, 1996, by and between the City of Soledad hereinafter referred to as "Soledad" and the City of Gonzales hereinafter referred to as "Gonzales"

RECITALS:

WHEREAS, Gonzales and Soledad occasionally requires, in addition to its own staff the need for the services of a building inspector to provide inspection services; and

WHEREAS, Gonzales and Soledad have in the past, and desires to continue in the future, to provide inspection services to one another's City free of charge; and

WHEREAS, the parties hereto intend to set forth all their rights, duties, obligations and liabilities with respect to the work, project or activities contemplated herein and the services to be performed by each City thereunder

NOW, THEREFORE, in consideration of the mutual promises of the parties, all parties agree that inspection services shall be provided on an as-needed basis for Gonzales and Soledad in accordance with the following terms, conditions and covenants:

1 Building Inspection Services. Each City shall designate a qualified individual or individuals to provide standard building inspections in compliance with the Uniform Building, Plumbing, Mechanical and Electrical Codes and other pertinent City and State regulations, falling within the purview of the building official, including energy, handicap and structural engineering requirements. The designated inspector shall have the power and duties of a building inspector in either City when performing inspections and said designee's actions shall be subject to the building official's approval.

2. Compensation of Inspector No fee shall be charged for the services performed under paragraph 1 of this agreement.

3 Termination. This agreement may be terminated with or without cause by either party at any time after giving no less than fifteen (15) days notice in writing

4 General Conditions.

A. This is a standby agreement to permit each City to request services from time to time as appropriate. Gonzales or Soledad may, at its sole unrestricted option, use its own employees and/or other independent contractors to do the work, including work to which City is herein appointed. Each City reserves the right to deny any request for services if, the designees are for any reason deemed unavailable for performance.

B Gonzales or Soledad shall not be called upon to assume any liability for the direct payment of any salary, wage or other compensation to any person employed to perform services hereunder for City

Exhibit "A"

C. All designees engaged by either City in the performance of this agreement shall be deemed agents of City and shall not be liable or responsible to them for anything whatsoever other than the liability to City as set forth in this agreement. Both cities agree to hold each other harmless and all of its officers and employees from all damages, costs or expenses in law and equity, including costs of suit and expenses for legal services that may at anytime arise or be set up because of damage to property or injuries to persons received or suffered by reason of the operation of City which may be occasioned by any negligent act or omission to act which amounts to negligence on the part of City or any of its agents.

D The City that is requesting inspection services shall assume liability for the wrong or negligent acts, errors and omissions of its agents in regard to any functions or activity carried out by them on behalf of the terms of this agreement.

E. Each City shall provide and maintain workers' compensation insurance for all designees performing under this agreement for the period services are rendered in the manner and amount provided by statute in the state workers compensation insurance act of the State of California.

5 Implementation. Each City shall provide written notice in advance of the date of which time the services are to be implemented.

IN WITNESS WHEREOF, the parties hereto have subscribed their names, through their dully authorized officers on a date and year first above written in this agreement.

Bbe
City of Soledad

**

City of Gonzales

APPROVED AS TO FORM.

[Signature]
City Attorney

** THE CITY OF GONZALES HAS NOT APPROVED THE WORDING ON THIS AGREEMENT.