

RESOLUTION NO. 98-103

**A RESOLUTION OF THE RIDGECREST CITY COUNCIL
APPROVING AN AGREEMENT TO PROVIDE OCCASIONAL
SERVICES TO OPERATE THE INYOKERN COMMUNITY
SERVICES DISTRICT WASTEWATER PLANT.**

WHEREAS, the Inyokern Community Services District desires to obtain the occasional services of the City to operate the District's wastewater treatment plant; and

WHEREAS, the City is willing to provide such services under the terms of the attached agreement because the City's trained and certified operators can be made available to the District efficiently on a mutual aid basis to meet a temporary need.

NOW, THEREFORE BE IT RESOLVED that the City Council approves the proposed Agreement and authorizes the Mayor to sign it.

APPROVED AND ADOPTED this 4th day of November, 1998, by the following vote:

AYES: Mayor Lalor, Council Members Carter, and Morgan

NOES: Council Member Auld

ABSTAIN: None

ABSENT: None


William R. Lalor, Mayor

ATTEST:


John I. Sterling
City Clerk

WASTEWATER TREATMENT PLANT OPERATIONS ASSISTANCE

As of November 4, 1998, the **City of Ridgecrest**, herein "City", and the **Inyokern Services District**, herein "District", agree as follows:

Section 1. Scope

The parties operate separate wastewater treatment plants. The District desires to obtain the occasional services of the City to operate the District plant from time to time. The City is willing to provide such services under the terms of this agreement because the City's trained and certified operators can be made available to the District efficiently on a mutual aid basis to meet a temporary need.

Section 2. General

The City shall provide personnel necessary to operate the District's Inyokern Wastewater Treatment Plant, herein "Plant" when requested by the District if the personnel are not needed to operate the City's facilities at the same time.

Section 3. Term

The term of this agreement is year-to-year, commencing on the date first above-written. This agreement may be terminated by a party on 30 days prior written notice.

Section 4. Consideration

The City shall bill the District during the month following the month when services are rendered. The City will bill on an hourly basis for hours actually worked. The District shall pay the City for services of City personnel at 110% of salary and benefits paid to the employee. The District shall tender payment within 30 days of receiving the City's invoice.

Section 5. Limitations

The plant was designed and constructed by the District. The City will not design, construct, repair or replace any part of the plant. The City, its officers, agents and employees are not responsible for damages resulting from the failure of design or construction of the plant or the failure to repair or replace any part of the plant.

The plant is operated and maintained by the District. The City will operate the plant during limited periods. The City is responsible for damages resulting from the failure to exercise due care in the operation of the plant but is not responsible if damages are caused in part by the operation or maintenance of the District.

Section 6. Hold Harmless

The District shall indemnify and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the District, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except negligence, or willful misconduct by the City.

The City shall indemnify and hold harmless District and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the City, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for

whose acts any of them may be liable, except caused by the negligence, or willful misconduct by the District.

CITY OF RIDGECREST

A Municipal Corporation

By: John I. Sterling

John I. Sterling
Interim City Administrator

INYOKERN COMMUNITY SERVICES
DISTRICT

By: Sue M. Body

Further to your letter of 10/11/2010, please find enclosed the information requested. The information is contained in the attached documents.

ATTACHED DOCUMENTS

1. Information requested

2. Information requested

3. Information requested

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