

APPROVED
BY THE CITY COUNCIL

FEB 23 1999

OFFICE OF THE
CITY CLERK



1.14

DEPARTMENT OF
ADMINISTRATIVE SERVICES
RISK MANAGEMENT DIVISION

CITY OF SACRAMENTO
CALIFORNIA

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February 16, 1999

2699-033

City Council
Sacramento, California

Honorable Members in Session:

SUBJECT: APPROVAL OF MUTUAL INDEMNIFICATION AGREEMENT WITH COUNTY OF SACRAMENTO FOR JOINT VEHICLE TRAINING AT MATHER AIRPORT

LOCATION AND COUNCIL DISTRICT:

City

STAFF RECOMMENDATION:

This report recommends that the City Council authorize the City Manager and City Clerk to execute a mutual indemnification agreement with the County of Sacramento for joint vehicle training at Mather Airport.

CONTACT PERSON:

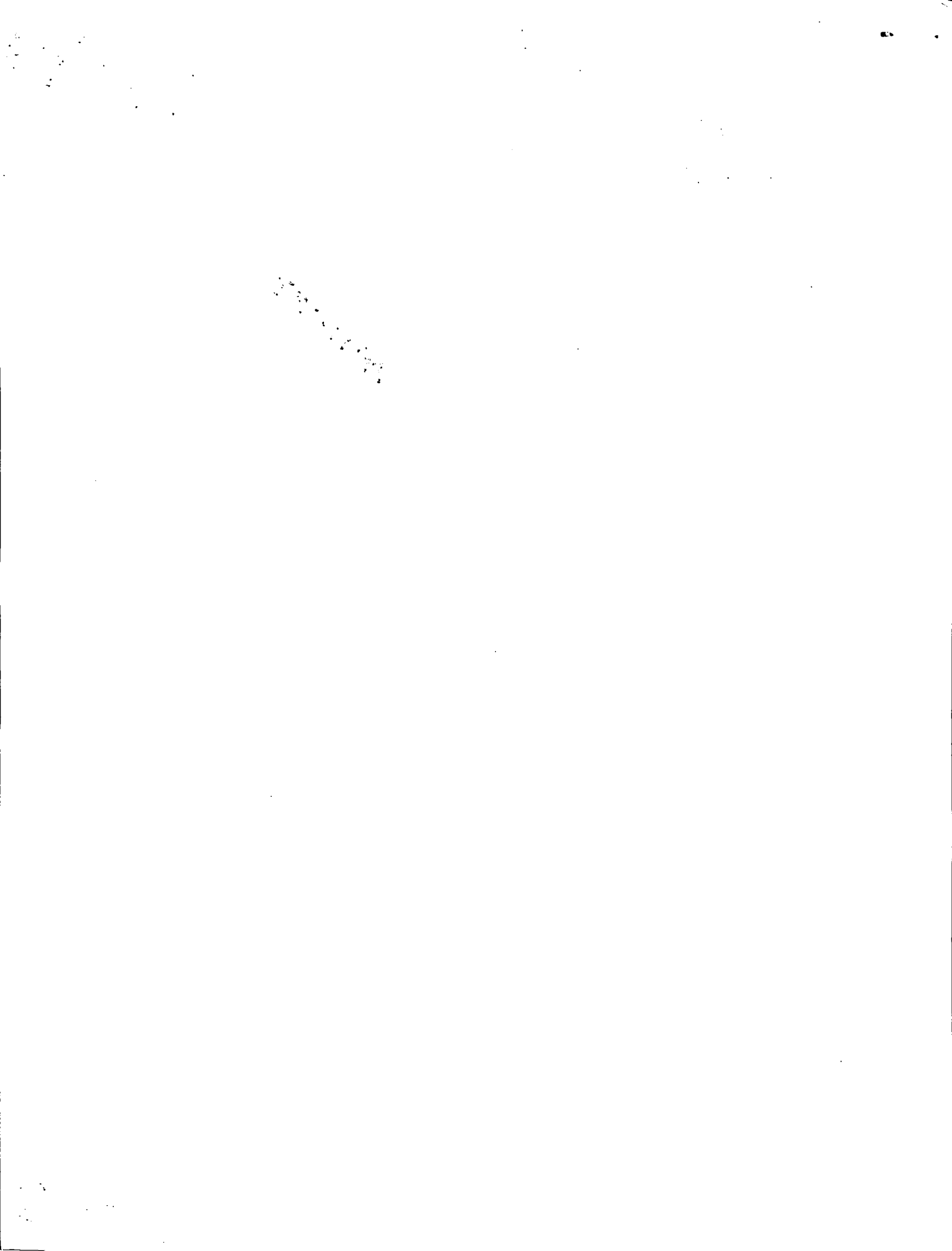
Jack Anderson, Safety Officer (264-5278)

FOR COUNCIL MEETING OF:

February 23, 1999

SUMMARY:

The County of Sacramento and City of Sacramento have instituted a joint training program in vehicle operations at Mather Airport. This report asks the City Council to authorize execution of a mutual indemnification agreement relating to the vehicle operations training.



COMMITTEE/COMMISSION ACTIONS:

None

BACKGROUND INFORMATION:

The County of Sacramento, City of Sacramento, and fire districts within Sacramento County have been working together to find opportunities for costs savings and efficiencies in training for their public safety personnel. In 1997 the City, two fire districts, and the Governor's Office of Emergency Services created the "Regional Fire and Rescue Training Authority". The County Sheriff, Police Chief, and fire agencies are working to establish a joint emergency vehicle operations program, which may include formation of a joint powers training authority to operate an Emergency Vehicle Operations Course (EVOC). While additional exploration of the desired arrangement continues, the County Sheriff and City Police and Fire Departments have begun joint emergency vehicle operations training at Mather Airport pursuant to a letter of agreement between the County Department of Airports and the Sheriff. This letter of agreement requires the Sheriff to obtain an indemnification from other agencies whose employees will be trained at Mather Airport.

The City Manager and County Executive executed a mutual indemnification agreement which allowed the parties to initiate the training while this matter was brought to the City Council and Board of Supervisors. This report requests that the City Council authorize the City Manager and City Clerk to execute a mutual indemnification agreement which will supersede the agreement signed by the City Manager and County Executive.

FINANCIAL CONSIDERATIONS:

This report has no fiscal implications, as it pertains only to indemnification provisions between the City and County relative to joint training at Mather Airport.

ENVIRONMENTAL CONSIDERATIONS:

The subject of this report does not involve a project that requires compliance with the California Environmental Quality Act (CEQA), inasmuch as it does not involve an activity which may cause a direct or indirect change in the environment (Public Resources Code Section 21065).

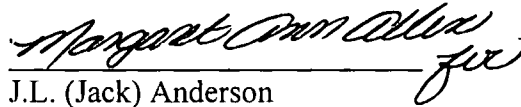
POLICY CONSIDERATIONS:

The execution of the mutual indemnification is a necessary step in implementing a regional solution to public safety training, and is consistent with City Council direction to implement the most effective and efficient loss control programs possible.

MBE/WBE EFFORTS:

This report does not involve the purchase of goods or services. Therefore, the Council's policy regarding MBE/WBE considerations is not applicable.

Respectfully submitted,



J.L. (Jack) Anderson
Safety Officer

RECOMMENDATION APPROVED:



Betty Masuoka
Deputy City Manager

APPROVED:



for Ken Nishimoto
Director Administrative Services

THESE AGREEMENTS ARE TO BE HELD BY
THE CITY CLERK FOR EXECUTION AFTER
THE CITY COUNCIL MEETING. DO NOT
ATTACH TO THE STAFF REPORT.

Margaret Allen

1.14
AG 99-033

AGREEMENT RE JOINT TRAINING

This Agreement is made as of _____, 1999, by and between the City of Sacramento ("City") and the County of Sacramento ("County").

RECITALS

A. Pursuant to a Letter of Agreement between the County of Sacramento Sheriff's Department and the County Department of Airports (the "Letter of Agreement"), the Sheriff's Department ("Sheriff") is authorized to use a portion of Mather Airport for staff training, including training in emergency vehicle operations ("Mather Training Facility").

B. The Letter of Agreement authorizes the Sheriff to train employees of any fire district or the City of Sacramento so long as Sheriff obtains, in advance of providing training to the employees of any other agency, an executed indemnity and hold harmless agreement from the agency which has been approved by the Office of the County Counsel and which protects the County from claims and suits brought by the employees being trained.

C. Sheriff and City plan to do joint training at the Mather Training Facility. Sheriff, on behalf of County, and City intend to enter into an agreement concerning the joint training, including the sharing of costs thereof, but have not yet completed the agreement.

D. In order to begin joint training prior to completion of the agreement, County and City desire to enter into an indemnification agreement to comply with the Letter of Agreement.

NOW, THEREFORE, City and County agree as follows:

1. County staff and City staff jointly shall provide training to County employees and City employees at the Mather Training Facility.

2. City shall indemnify, defend and hold harmless, the County of Sacramento, its officers, agents, and employees, and each of them, from any claims, suits or damages for personal injury, death, destruction of property or any other loss of any kind by City's

employees (including, but not limited to, any fees and/or costs reasonably incurred by County staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision) arising out of or resulting from the training activities conducted at the Mather Training Facility caused in whole or in part by any act or omission of County, its officers, agents, employees or representatives.

3. County shall indemnify, defend and hold harmless, the City of Sacramento, its officers, agents, and employees, and each of them, from any claims, suits or damages for personal injury, death, destruction of property or any other loss of any kind by County's employees (including, but not limited to, any fees and/or costs reasonably incurred by County staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision) arising out of or resulting from the training activities conducted at the Mather Training Facility caused in whole or in part by any act or omission of City, its officers, agents, employees or representatives.

4. City and County shall work together to promptly complete a detailed agreement concerning the joint training, which shall include indemnification provisions consistent with this agreement.

CITY OF SACRAMENTO

COUNTY OF SACRAMENTO

By _____
William H. Edgar
City Manager

By _____
Chair, Board of Supervisors

ATTEST:


ATTEST:

City Clerk

Clerk of the Board of Supervisors

APPROVED AS TO FORM:

APPROVED AS TO FORM:



Deputy City Attorney

County Counsel