

## RECIPROCAL SERVICES AGREEMENT

This RECIPROCAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 7th day of February, 2017 ("Effective Date"), by and between the City of St. Helena, a California municipal corporation ("St. Helena"), and the City of Calistoga, a California municipal corporation ("Calistoga"), each a "Party" and collectively, the "Parties."

### RECITALS

- A. The Cities of St. Helena and Calistoga each recognize the value and benefits to both Parties in sharing personnel for certain public service functions provided by the Parties.
- B. St. Helena employs a building official to perform building inspection services on St. Helena's behalf. Calistoga employs a building official to perform building inspection services on Calistoga's behalf.
- C. On a limited basis, as provided herein, St. Helena and Calistoga desire to cooperate in the sharing of building inspection services with their respective building official, as needed. This Agreement's objective is to (1) memorialize the Parties' agreement for the limited sharing of building department services in order for each Party to provide critical building inspection services when an official for one Party is unavailable for a short period of time due to illness, personal leave, or other short-term absence, and (2) reduce or eliminate the need for the Parties to retain contract building inspection services during a Party's building official's unavailability.
- D. The Parties enter into this Agreement to define the type and scope of the limited reciprocal use of their respective building official on an as-needed basis during the term of this Agreement.

### AGREEMENT

- 1.0 Term. This Agreement shall commence on the Effective Date and shall continue in full force until cancelled by a Party or the Parties, as provided herein. Either Party may terminate this Agreement with 10 days prior written notice.
- 2.0 Shared Building Inspection Services.
  - 2.1 The Parties agree, on an ongoing basis, to share a building official during those limited times when a Party's building official may be unavailable due to illness, personal leave, or other short-term absence (hereinafter the "Shared Services").
  - 2.2 The Shared Services shall be limited as follows:
    - a. Each party may utilize Shared Services for a maximum of 12 hours during one work week.
    - b. Each party may utilize Shared Services for a maximum of one work week or 5 consecutive working days at a time.
    - c. Each party may utilize Shared Services for a maximum of 20 days during any calendar year.

- 2.3 Each Party's building official shall use the equipment, vehicles and any other resources of their primary employer when providing the Shared Services.
  - 2.4 For personnel scheduling coordination, the Parties will endeavor to provide advance written notice of the need for Shared Services as soon as reasonably practicable.
  - 2.5 The Planning & Community Improvement Director for the City of St. Helena and the Planning & Building Director for the City of Calistoga shall initiate any reciprocal assistance request of the other Party and may decline any request for assistance by the other Party.
  - 2.6 The Shared Services will be limited to building inspection services and will not include plan check services, code enforcement services, public assistance or other services the Building Department may otherwise provide.
- 3.0 Personnel Requirements. Each party warrants and represents that their respective building inspection official are properly trained and possess the knowledge and skills necessary to perform the Shared Services.
- 4.0 Employees
- 4.1 For purposes of this Agreement, all persons employed by St. Helena in the performance of Shared Services shall be deemed St. Helena employees, and no St. Helena employee shall be considered an employee of Calistoga under the jurisdiction of Calistoga, and no such St. Helena employee shall have any Calistoga pension, civil service, or other status while a St. Helena employee.
  - 4.2 For purposes of this Agreement, all persons employed by Calistoga in the performance of Shared Services shall be deemed Calistoga employees and no Calistoga employee shall be considered an employee of St. Helena under jurisdiction of St. Helena, and no such Calistoga employee shall have any St. Helena pension, civil service, or other status while a Calistoga employee.
- 5.0 Remuneration. The Parties agree and understand each Party provides the Shared Services to the other Party, as provided herein, without remuneration from the other Party. The Parties agree and understand that remuneration shall not be required by either Party even where one Party has provided a greater portion of Shared Services than the other Party in any given calendar year.
- 6.0 Insurance.
- 6.1 The Party providing the Shared Services remains responsible for providing insurance for its building official while providing the Shared Services to the other Party. Such insurance includes, but is not limited to, worker's compensation, automobile liability, and commercial general liability insurance coverage.
  - 6.2 For the limited purpose of this Agreement, each Party shall provide an endorsement identifying the other Party as an additional insured on their respective automobile liability and general liability policies with limits no less than \$1,000,000 per occurrence. Each party is responsible for the worker's compensation exposure for their respective employee.



any extent, the remaining provisions of this Agreement and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

- 12.0 Integration. This Agreement represents the full, complete and entire agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other communications, representations, proposals, understandings or agreements, whether written or oral, between the Parties hereto with respect to such subject matter.
- 13.0 Modifications. This Agreement not be modified or amended, in whole or in part, except by a written instrument signed by an authorized officer or representative of each of the Parties.
- 14.0 Interpretation. As used in this Agreement, masculine, feminine, or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word “including” shall be construed as if followed by the words “without limitation.” This Agreement shall be interpreted as though prepared jointly by both Parties. Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of its terms.
- 15.0 Authority. The Parties represent that the individuals whose signatures appear at the end of this document as signatories are authorized by their respective boards to enter into this Agreement on behalf of and to bind their respective agencies to the terms of this Agreement.
- 16.0 Counterparts. This Agreement may be signed in counterparts and the signature pages combined shall create a document binding on all the Parties.
- 17.0 Defaults and Remedies.
  - 17.1 Default. Failure by either Party to comply with the terms and provisions of this Agreement shall constitute an event of default hereunder. The non-defaulting Party shall give written notice of a default to the defaulting Party, specifying the nature of the default and the required action to cure the default. If a default remains uncured thirty (30) days after receipt by the defaulting Party of such notice, the non-defaulting Party may exercise the remedies set forth below.
  - 17.2 Exclusive Remedies for Default. In the event of an uncured default by a Party, the other Party’s sole and exclusive remedy shall be to terminate this Agreement and neither Party shall have any further right, remedy, or obligation under this Agreement; provided, however, any obligation under a specific provision of this Agreement for a Party to indemnify the other Party shall survive such termination.
  - 17.3 No Damages. Neither Party shall have any liability to the other for damages or otherwise for any default, nor shall either Party have any other claims with respect to performance or non-performance by the other Party under this Agreement. Each Party specifically waives and releases any such rights or claims they may otherwise have at law or in equity in the event of a default by the other Party, including the right to recover actual, consequential, special, or punitive damages from the defaulting Party.

RECIPROCAL INSPECTION SERVICES AGREEMENT

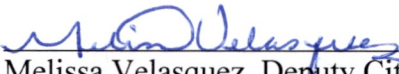
- 18.0 Third Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties and shall not be construed to create any rights in any person or entity other than the Parties.
- 19.0 Non-Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provisions of this Agreement.
- 20.0 Governing Law, Jurisdiction, and Venue. This Agreement shall be interpreted under and pursuant to the laws of the State of California. The Parties agree that the jurisdiction and venue of any dispute between the Parties to this Agreement shall be the Superior Court of Sonoma County.
- 21.0 Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written above.

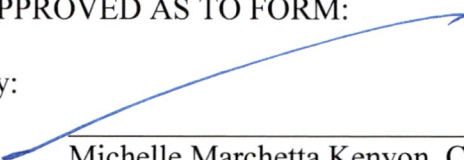
**CITY OF CALISTOGA**

By:  \_\_\_\_\_ Date: February 7<sup>th</sup>, 2017  
Dylan Feik, City Manager


ATTEST:

By:  \_\_\_\_\_  
Melissa Velasquez, Deputy City Clerk

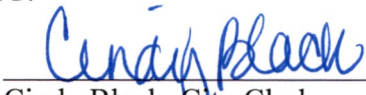
APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Michelle Marchetta Kenyon, City Attorney

**CITY OF ST. HELENA**

By:  \_\_\_\_\_ Date: 2/14/17  
Pam Fennell, City Manager

ATTEST:

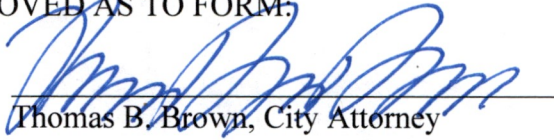
By:  \_\_\_\_\_  
Cindy Black, City Clerk

RECIPROCAL INSPECTION SERVICES AGREEMENT

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APPROVED AS TO FORM:

By:

  
Thomas B. Brown, City Attorney