


THE ATTACHED AGREEMENT HAS BEEN REVIEWED
AND APPROVED AS TO FORM BY THE CITY
ATTORNEY'S OFFICE AND WILL BE
FORMALLY SIGNED UPON APPROVAL BY
THE CITY COUNCIL


Glen R. Googins
City Attorney

Dated: 12/18/10

WORK CREW AGREEMENT
BETWEEN
CITY OF CHULA VISTA PUBLIC WORKS DEPARTMENT
OPEN SPACE
AND
COUNTY OF SAN DIEGO PROBATION DEPARTMENT

**WORK CREW AGREEMENT
BETWEEN
CITY OF CHULA VISTA PUBLIC WORKS DEPARTMENT – OPEN SPACE
AND
COUNTY OF SAN DIEGO
PROBATION DEPARTMENT**

This Work Crew Agreement (“Agreement”), effective January 1, 2015, is between City of Chula Vista Public Works – Open Space (CVPW-OS), and the County Of San Diego by and through its Probation Department (“COUNTY”).

RECITALS

1. Pursuant to California Penal Code sections 1203.1, 4017, 4024.2, Government Code sections 25359 and 36904, Welfare and Institutions Code sections 730,731,731.5, and 883, County of San Diego Administrative Code section 363(c) and other authorities, the County is authorized to provide and charge for Public Service Work Program work crews.
2. CVPW-OS is a department of the City of Chula Vista, California.
3. CVPW-OS has responsibility for the operation of owned and leased facilities, and desires to contract with the COUNTY for the supplying of certain services.

AGREEMENT

A. Responsibilities of the COUNTY

1. Upon request of CVPW-OS, and at times that are mutually agreeable to both parties, the COUNTY shall supply the hereinafter described work crews to perform work for CVPW-OS.
2. COUNTY shall provide labor from the Probation Department’s Public Service Program. Probation Department staff shall be responsible for the actual and direct supervision and security of public service workers in carrying out the work instructions.
3. In providing such work crews, COUNTY shall provide and be responsible for the following:
 - a. Provide the proper number of staff to accompany and supervise the work crew.
 - b. Have full responsibility for the custody and supervision of the work crew.

- c. Provide necessary transportation.
4. COUNTY shall invoice CVPW-OS on a monthly basis for any reimbursement due under the terms of this agreement.

B. Responsibilities of Chula Vista Public Works Department – Open Space:

1. CVPW-OS will notify COUNTY at least two weeks in advance when work crews are needed, and COUNTY will schedule work crews on an as available basis.
2. All work to be performed will be of such nature as to not supplant work performed by regular employees of the CVPW-OS.
3. CVPW-OS agrees to reimburse COUNTY for administrative costs incurred in the amount of up to \$689.00 a day for each full crew. A full crew is defined as 8 or more persons for a minimum of 5 hours including travel time. The payment to the COUNTY shall be made upon receipt of each monthly invoice.
4. CVPW-OS shall provide a lead person to designate work sites, give directions as to work performance and provide assistance and entry to the grounds, where necessary, for the work crew, and crew supervisors.

C. Defense and Indemnity

1. Claims Arising From Sole Acts or Omission of COUNTY

The COUNTY hereby agrees to defend and indemnify the CVPW-OS, its agents, officers and employees, from any claim, action or proceedings against CVPW-OS, arising solely out of the acts or omissions of COUNTY in the performance of this Agreement. At its sole discretion, CVPW-OS may participate at its own expense in the defense of any claim, action or proceedings, but such participation shall not relieve COUNTY of any obligation imposed by this Agreement. CVPW-OS shall notify COUNTY promptly of any claim, action or proceedings and cooperate fully in the defense.

2. Claims Arising From Sole Acts or Omissions of CVPW-OS

The CVPW-OS hereby agrees to defend and indemnify the County of San Diego, its Probation Department, its agents, officers and employees, from any claim, action or proceedings against County, arising solely out of the acts or omissions of CVPW-OS in the performance of this Agreement. At its sole discretion, COUNTY may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve CVPW-OS of any obligation imposed by this Agreement. COUNTY shall notify CVPW-OS promptly of any claim, action or proceeding and cooperate fully in the defense.

3. Claims Arising From Concurrent Acts or Omissions

County hereby agrees to defend itself, and CVPW-OS hereby agrees to defend itself, from any claim, action or proceedings arising out of the concurrent acts or omissions of COUNTY and CVPW-OS. In such cases, COUNTY and CVPW-OS agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5 below.

4. Joint Defense

Notwithstanding paragraph 3 above, in cases where COUNTY and CVPW-OS agree in writing to a joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omission of CVPW-OS and COUNTY. Joint defense counsel shall be selected by mutual agreement of COUNTY and CVPW-OS. COUNTY and CVPW-OS agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 5 below. COUNTY and CVPW-OS further agree that neither party may bind the other to a settlement agreement without the written consent of both COUNTY and CVPW-OS.

5. Reimbursement and/or Reallocation

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, COUNTY and CVPW-OS may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

D. Term

This agreement shall become effective on or after the date entered above, and shall remain in effect until amended by mutual consent of the parties hereto or terminated by either of the parties by giving fifteen (15) days notice in writing.

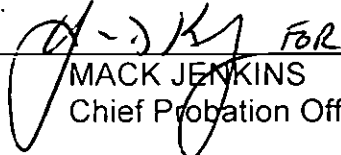
E. Entire Agreement

This Agreement represents the full and entire agreement and understanding of the parties regarding the subject matter covered herein and supersedes any prior written or oral agreements that may have existed regarding the subject matter covered herein.

In witness whereof, the duly authorized officials of the parties hereunto have, in their representative capacities, set their hands as of the date hereinabove written.

COUNTY OF SAN DIEGO
PROBATION DEPARTMENT
9444 BALBOA AVENUE
SAN DIEGO, CA 92123

City of Chula Vista Public Works
Department – Open Space
PO Box 1087
Chula Vista, CA 91912

By:  FOR

MACK JENKINS
Chief Probation Officer

By: _____
MARY SALAS
Mayor

Date: 12/4/14

Date: _____