

**AGREEMENT
BETWEEN
City of Chula Vista, Public Works Department (Open Space)
AND
COUNTY OF SAN DIEGO PROBATION DEPARTMENT**

This agreement, is made and entered into this 14th day of May, 2008, by and between, City of Chula Vista, Public Works Department (Open Space), hereinafter referred to as CVPW-OS and the County Of San Diego Probation Department, hereinafter referred to as "COUNTY".

Whereas, the COUNTY is authorized to require inmates/wards, and Public Service Workers to perform work under sections 1203.1, 4017, and 4024.2 of the Penal Code, Sections 25359 and 36904 of the Government Code, and Sections 730,731,731.5, and 883 of the Welfare and Institutions Code; and

Whereas, CVPW-OS has responsibility for the operation of CVPW-OS owned and leased facilities, and desires to contract with the COUNTY for the supplying of certain services.

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.

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B. RESPONSIBILITIES OF THE City 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 \$414.00 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 (hereinafter collectively referred to in this paragraph No. 3 as 'CVPW-OS'), 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 City of Chula Vista, Public Works Department (Open Space)

The CVPW-OS hereby agrees to defend and indemnify the County of San Diego Probation Department, its agents, officers and employees, (hereafter collectively referred to in this paragraph No. 2 as 'County') 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.

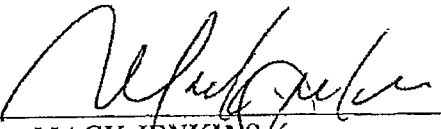
D. TERM:

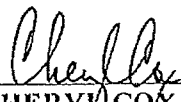
This agreement shall become effective on or after the date entered above, and shall remain in effect until amended by mutual consent of the parties hereto or terminated by either of the parties by giving fifteen (15) days notice in writing.

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: 
MACK JENKINS
Chief Probation Officer

By: 
CHERYL COX
Mayor of Chula Vista

Date: 7/16/08

Date: 7/22/08