

**PUBLIC WORKS AGREEMENT
BETWEEN
THE CITIES OF SEASIDE AND
DEL REY OAKS**

THIS AGREEMENT, made and executed this 4th day of October, 2007, by and between the City of Seaside, a municipal corporation, hereinafter referred to as "Seaside", and the City of Del Rey Oaks, a municipal corporation, hereinafter referred to as "Del Rey Oaks" provides as follows:

1. Description of Project. Del Rey Oaks has requested that Seaside provide routine public works maintenance work predominantly in the areas of street sweeping. Other services can be provided if Del Rey Oaks so desires.

2. Payment Terms. Del Rey Oaks shall pay Seaside for work performed on a time and materials basis. Rates of payment will be in accordance with the attached "Exhibit A". Rates will be increased based on salary increases/pay raises including changes to equipment rental rates.

3. Time for performance.

- A. Seaside shall schedule work on receipt of a work order form Del Rey Oaks or in the case of an emergency, a verbal request. Seaside shall perform the work as soon as scheduling allows, unless representatives from both agencies determine that a project is considered an emergency. An emergency is defined as any disrepair within the public right-of-way that may expose Del Rey Oaks to potential liability and litigation or which may be detrimental to public health and safety.
- B. All work shall be performed in conformance with the engineering standards and maintenance procedure of the City of Seaside and using the generally accepted practices of the Asphalt Institute or the American Public Works Association in performing related activities.

4. Project Director. Seaside designates its Deputy City Manager for Resource Management Services or her designee as its project director. Del Rey Oaks designates its City Manager/Chief of Police as its project director. Any changes in project directors will be subject to prior written acceptance and approval of both agencies.

5. Materials and Equipment. Seaside shall provide all materials and equipment necessary to complete a project. Costs for materials and equipment shall be incorporated into the project charges to Del Rey Oaks. Equipment rates will be billed in accordance with "Exhibit A".

6. Indemnity. Del Rey Oaks hereby agrees that it will indemnify, defend and hold Seaside harmless from and against any and all claims, liability, charges, disputes, lawsuits or attorneys' fees arising as a result of secondary, imputed or passive negligence, but not against claims based on active negligence.

7. Insurance. During the term of this agreement, Del Rey Oaks shall maintain in full force and effect, at its own expense, a comprehensive general liability policy of insurance, satisfactory to Seaside, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence for property damage and for bodily injury or death of persons. The parties acknowledge and agree that Del Rey Oak's current membership in the Monterey Bay Insurance Fund, a joint powers agency which provides pooled coverage for general liability insurance for its members shall satisfy the requirements set forth in the first sentence of this paragraph.

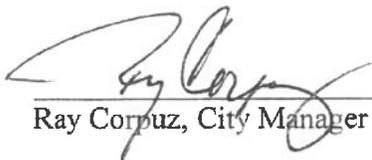
8. Inspection of Work. Del Rey Oaks representatives or designees shall at all times have the right to inspect the work, services or performance of Seaside.

9. Termination. This agreement may be terminated upon the written notice of either party.

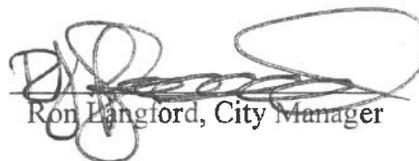
10. Notices. Written notices to Seaside shall be addressed to the Deputy City Manager-Resource Management Services, City of Seaside, 440 Harcourt Avenue, Seaside, Ca. 93955. Written notices to Del Rey Oaks shall be addressed to the City Manager/Chief of Police, Del Rey Oaks, 650 Canyon Del Rey, Del Rey Oaks, Ca. 93940.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto on the day and year first above written.

CITY OF SEASIDE


Ray Corpuz, City Manager

CITY OF DEL REY OAKS


Ron Langford, City Manager

Approved to form:


Donald M. Freeman
City Attorney's Office

Exhibit "A"
Street Sweeping Rates and Estimated Monthly Sweeping Cost

Hourly Rate

Class B Sweeper Operator	\$ 48.66
Street sweeper	\$ 79.45

Estimated Monthly Sweeping Cost

The City of Del Rey Oaks has requested sweeping once per month. It is estimated that sweeping can be completed citywide in 8 hrs. Total cost for monthly sweeping is as follows:

$$(\$48.66 + \$79.45/HR) (8 HRS/MO) = \$1,025$$