

THIS AGREEMENT, Reimbursable Services Control Log # R-17-655-224 made and entered into this 6th day of December, 2017, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and City of Beaumont, hereinafter called City of Beaumont

**WORK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE CHP AND REQUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.**

1. Reimbursable services are to be provided when  traffic control  security services  vehicle inspections  other details for Special Detail are required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the "SR-60/Potrero Blvd. Interchange Project"
2. The term of this Agreement will be 01/01/2018 to 06/30/2018
3. The CHP coordinator shall be Sgt. Randy Costelow, telephone number (951) 769-2000
4. In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
5. City of Beaumont agrees, to the extent permitted by law to indemnify the CHP against and hold the CHP harmless from any and all claims, demands, suits, and actions for personal injury, death, loss, and/or property damage that may arise out of or in connection with the performance of this Agreement, even though such injury, death, loss and/or damage to property may be (or may be alleged to be) attributable in part to the active and/or passive negligence of the CHP and/or its appointees, officers, agents, employees, and servants. City of Beaumont agrees to defend all such claims, demands, suits, and actions against CHP and/or its appointees, officers, agents, employees, and servants, although the CHP retains the right to conduct the defense at its own expense. City of Beaumont shall reimburse the CHP for all expenses including court costs and reasonable attorney fees, incurred by reason of such claims, demands, suits, and actions, or incurred in seeking indemnity or other recovery from City of Beaumont thereunder.
6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by all parties and approved as required. No oral understanding or Agreement not incorporated in this Agreement is binding on any of the parties.
7. When one of the contracting parties is a county, city, district, or other local public body, this Agreement shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body, which by law provides the authority to enter into and execution of this Agreement. When performance by the local government entity will be completed before any payment by the CHP, such as a room rental or a one-time event, a resolution is not required.
8. City of Beaumont agrees that additional charges which are directly related to the services provided, maybe assessed for the CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at the CHP's expense.
9. If the CHP uniformed employee has reported to the assigned location and has worked less than four hours, City of Beaumont agrees to pay every assigned uniform employee a minimum of four hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift. City of Beaumont will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
10. City of Beaumont agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP uniformed employee(s) cannot be notified of such cancellation, a minimum of four hours overtime will be charged for each assigned uniformed employee.

11. City of Beaumont agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is notified of such cancellation, City of Beaumont will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed employee.
12. All cancellation notices to the CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.
13. The CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.
14. No additional gifts, donation, or gratuities may be accepted by the CHP employees on their behalf or on the behalf of the Department, informal squad fund(s), or other local fund(s).
15. The hours and miles indicated in this Agreement are for estimate purposes only. Actual time and vehicle mileage will be charged. This includes travel between the CHP Division/Area command and the service location.
16. The rates indicated in this Agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, private-owned safety equipment, salaries, and benefits are governed by collective bargaining agreement and/or statute. In the event an officer is not available, a sergeant will be assigned to work in the place of the officer, and City of Beaumont will be charged at the current sergeant's pay. In the event of a rate increase, City of Beaumont agrees to pay the increase rate.
17. In consideration for the above services and upon receipt of an itemized invoice, City of Beaumont agrees to reimburse the CHP for the actual costs incurred at the time services are provided. Rate charged to City of Beaumont shall in no event exceed the actual costs to the CHP to perform the requested services. The following cost information is for estimate purposes only:

Sergeant:	_____ hrs.	@	\$ _____	\$ _____
Officer:	265.00 hrs.	@	\$ 90.45	\$ 23,969.25
Vehicle mileage:	1,500 miles	@	\$ 0.83	\$ 1,245.00
Motorcycle mileage:	_____ miles	@	\$ _____	\$ _____
Other expenses:	_____			\$ _____
<b>Total estimated cost:</b>				<b>\$ 25,214.25</b>

**Note:** If total estimated cost exceeds \$50,000, a CHP 465 CAN NOT be used. The reimbursable service request must be initiated on a CHP 78R. Reimbursable Services Contract Request, and forwarded to Business Services Section, Contract Services Unit, for processing. (HPM 11.1, Chapter 6)

18. Payment/Deposit. A form of advance payment/deposit shall be required before services can be performed. The CHP command will collect the full amount of the estimate indicated herein for an Agreement 29 days or less. For an Agreement over 30 days and up to 12 months, 50 percent of the estimate shall be collected.
- Amount of deposit collected: \$ \_\_\_\_\_
  - Check number/purchase order number: \_\_\_\_\_
  - Cash receipt number: \_\_\_\_\_
  - Federal Tax Identification Number: \_\_\_\_\_

WITNESSETH: By and in consideration of the covenants and conditions herein contained,  
City of Beaumont and the CHP do hereby agree to the above terms and conditions.

STATE OF CALIFORNIA  
Department of California Highway Patrol

K. Clark 12/06/2017  
Commander Signature Date

K. M. CLARK, Captain  
Printed Name

Commander, San Geronio Pass Area  
Title

655  
Location Code

For use by City/County Clerk, if applicable  
Approved as to form by Date

REQUESTOR'S NAME

Signature Date

Todd Parton  
Printed Name

City Manager  
Title

550 E. 6th Street  
Address

Beaumont CA 92223  
City State Zip Code

(951) 769-8520  
Telephone Number