STATE OF CALIFORNIA DEPARTMENT OF CALIFORNIA HIGHWAY PATROL REIMBURSABLE LETTER OF AGREEMENT 6HP 485 (Rev. 2-12) OPI 076

| | December , 2017 , by and between the State of California, acting by and through the Department of California ighway Patrol, hereinafter called CHP, and City of Beaumont , hereinafter called City of Beaumont . | | | | | | | | | |
|--------------|---|--|--|--|--|--|--|--|--|--|
| NO! REQ | RK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE CHP AND QUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME. | | | | | | | | | |
| 1. | 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. | | | | | | | | | |
| 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 minimu of four hours overtime will be charged for each assigned uniformed employee. | | | | | | | | | |

| agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is notified of such cancellation. Chy of Beaumont will only be charged, a short notice cancellation fee of \$50,00 per assigned CHP uniformed employee. 12. All cancellation netices to the CHP must be made during normal CHP business hours of \$: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 the Department, informal equal 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, protect-owned safety equipment, salaries, and benefits are governed by collective bargaining agreement analor statute. In the event an officer is not available, a sergleant will be assigned to work in the place of the officer, and City of Beamont will be charged at the current segerative pay, in the event of a rabe increase, in the acceptance of the central control of the care of the central control of the central control of the actual costs to the CHP to perform the requested services. The following cost information is for estimate the exceed the actual costs to the CHP to perform the request services. The following cost information is for estimate purposes only: 15. The following cost information of the cathering of the settimated cost exceeds \$50,000, | CHP 4 | 165 (Rev. 2-12) OPI 076 | | | | | | | |
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| scheduled assignment and the CHP employee is notified of such cancellation, City of Beaumont 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 grifts, donation, or gratuities may be accepted by the CHP employees on their behalf or on the behalf of the Department, informal equal 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 overthead, mileage, damaged uniforms, private-owned settly equipment, selaries, and benefits are governed by collective bargaining agreement anafor statute. In the event an officer's not available, a sergeant will be assigned to work in the place of the officer, and City of Beaumont will be charged to work in the place of the officer, and increase, City of Beaumont will be charged to work in the place of the officer, and City of Beaumont will be charged to work in the place of the officer, and increase are provided. Rate charged to general velocation to purposes only. 17. In consideration for the above services and upon receipt of an itemized involce, general the 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. 18. Sergiant: hrs. @ \$.90.45 \$.33.969.25 19. Vehicle mileage: hrs. / Chepter 8. Normal purposes only. 19. Vehicle mileage: hrs. / Chepter 8. Normal purposes only. 19. Check number/purchase order number: 20. Cash | ¹ 11. | City of Beam | mont . a | agrees t | hat if cancellation is | made within 24 hours prior to the | | | |
| 12. All cancellation netices to the CHP must be made during normal CHP business hours of 6:00 a.m. to 5:00 p.m., Monday through Friday, excluding legal holidays. Gencellation notices shall only be accepted by the appropriate CHP Division or Area office. 13. The CHP agines 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 equal 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 safely equipment, sabaries, and benefits are governed by collective bargeining 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 Beammont will be charged at the current sergeant's pay. In the event of a rate agrees to pay the increase rate. 17. In consideration for the above services and upon receipt of an itemized involce, agrees to pay the increase rate. 18. In consideration for the above services and upon receipt of an itemized involce, agrees to pay the increase rate. 19. In consideration for the above services and upon receipt of an itemized involce. The forth actual costs incurred at the exceed the actual costs to the CHP for perform the requested services. The following cost Information is for estimate exceed the actual costs to the CHP for perform the requested services. The following cost Information is for estimate purposes only: 18. Sergeant \$\frac{1}{2}\$ \$\f | | scheduled assignment and the | e CHP employee is notif | ied of s vill only | uch cancellation, be charged a short r | notice cancellation fee of \$50,00 per | | | |
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| STATE OF CALIFORNIA Department of California Highway Patrol | REQUESTOR'S NAME | | |
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| K. CARC 12/06/2017. | | | |
| mmander Signature Date | Signature | | Date |
| M. CLARK, Captain | Todd Parton | | |
| inted Name | Printed Name | | |
| ommander, San Gorgonio Pass Area | City Manager | | |
| 6 | Title | | |
| | 550 E. 6th Street | | |
| cation Code | Address | | |
| 200 | Beaumont | CA : | 92223 |
| - For use by City/County Clerk if applicable | City | State | Zip Code |
| = (**) | (951) 769-8520 | | |
| proved as to form by Date | Telephone Number | | |