

AMENDMENT NO. 1 TO AGREEMENT NO. 6R245000
STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
COUNTY OF EL DORADO
REIMBURSABLE SERVICES AGREEMENT

WHEREAS, the State of California acting by and through Department of California Highway Patrol, hereinafter called "CHP", and County of El Dorado, a political subdivision of the State of California, hereinafter called "County", have previously entered into an Agreement on October 31, 2006, hereinafter called "AGREEMENT";

NOW THEREFORE, CHP and County agree to amend the AGREEMENT as follows:

- 1. Section 2 shall be amended as follows:

The term of this Agreement is November 15, 2006 through June 30, 2009.

- 2. Section 12 shall be amended as follows:

In consideration of the above services and upon receipt of an itemized invoice, County agrees to reimburse CHP for the actual costs in effect at the time services are provided.

It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and the overhead rate is approved by the State. Written notification of increases in salaries, benefits or the overhead rate will be provided to the County as soon as said increase information is available for dissemination by CHP.

The following are the CHP officer overtime rates and vehicle mileage effective Fiscal Year 07/08, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$83.72 per hour
CHP Sergeant	\$101.69 per hour
M/C Officer	\$86.61 per hour
M/C Sergeant	\$105.21 per hour
CHP Automobile	\$0.74 per mile
CHP Motorcycle	\$0.78 per mile

- 3. Section 14 shall be amended as follows:

The total amount of this Agreement shall not exceed \$290,000.00.

Except as herein amended, all other terms and conditions remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment I to CHP Agreement #6R245000 (DOT AGMT 06-1019) on the dates indicated below, the latest of which shall be deemed to be the effective date of this Amendment.

STATE OF CALIFORNIA
Department of California Highway Patrol

REQUESTING DEPARTMENT CONCURRENCE:

L. A. PAOLINI
Administrative Services Officer

RICHARD W. SHEPARD, P.E.
Director of Transportation

Date

Date

COUNTY OF EL DORADO

Board of Supervisors
"County"

Date

Attest:

Clerk of the Board of Supervisors

Deputy Clerk

Date

Department of California Highway Patrol
Business Services Section
Contract Services Unit
P.O. Box 942898
Sacramento, CA 94298-0001
(916) 375-2965

Billing Address
County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attn.: Administration Division – Accounts Payable
(530) 621-5900

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
COUNTY OF EL DORADO
REIMBURSABLE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 31st day of October 2006, by and between the State of California, acting by and through Department of California Highway Patrol, hereinafter called CHP, and the County of El Dorado, a political subdivision of the State of California, hereinafter called County.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, CHP and County do hereby agree as follows:

1. When traffic control is required, CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the traffic control needs of various county construction projects within the vicinity of El Dorado County, as requested via phone, fax, or email by Contract Administrator or designee.
2. The term of this Agreement is November 15, 2006 through November 14, 2008.
3. At the request of County, CHP Placerville Area office shall provide CHP officer(s) with vehicles and coordinate all traffic control. Should the CHP Placerville Area be unable to fill the necessary staffing for each event, the shortage of CHP Officers will be utilized from out-of-Area uniformed personnel.
4. Notice to Parties: All notices to be given to Contract Coordinators for this Agreement, as listed below, shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notice to County shall be in duplicate and shall be addressed as follows (or to such location as County directs).

Department of California Highway Patrol
CHP Placerville Area
Officer Sean Ricci
3031 LoHi Way
Placerville, CA 95667-1417
Bus. (530) 622-1110
Fax (530) 621-0139
Email sricci@chp.ca.gov

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Robert S. Slater, Deputy Director, Engineering
Bus. (530) 621-5918
Fax (530) 626-0387
Email bslater@co.el-dorado.ca.us

With a Copy to:
County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Tim C. Prudhel
Contract Services Officer
Bus. (530)621-5974
Fax (530)295-1632
Email tprudhel@co.el-doradoi.ca.us

5. The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by CHP contract coordinator or designee and Contractor's contract coordinator or designee. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and County.
6. The traffic control service to be performed by CHP officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
7. The CHP and County agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
8. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
9. Should CHP officer(s) report to the assigned detail location and if for any reason CHP reassigns the officer(s) away from the detail, County shall be billed only for the officer(s) actual time incurred from CHP Area office to the service location and for the time spent at the assigned detail location covered under this Agreement.
10. The CHP and County agree that this Agreement may be amended by written mutual consent of the parties hereto.
11. This Agreement includes hourly usages and anticipated mileage.

The following is for estimation purposes only:

Cumulative Hours (includes Sergeant[s] Officer[s] and Motor Officer[s]):	4590 hours
Vehicle car mileage:	@ .62 per miles
Motorcycle mileage:	@ .93 per miles

12. In consideration of the above services and upon receipt of an itemized invoice, County agrees to reimburse CHP for the actual costs in effect at the time services are provided.

Any increases in overhead, mileage, damaged uniforms, privately owned safety equipment, salaries and benefits are governed by collective bargaining agreement and/or statute. In the event of a rate increase, County will be notified through the process of an appropriate amendment to the Agreement, to reflect the actual costs incurred.

The following information are the CHP officer overtime rates and vehicle mileage effective Fiscal Year 06/07, until superceded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$70.64 per hour
CHP Sergeant	\$85.76 per hour
M/C Officer	\$73.15 per hour
M/C Sergeant	\$88.82 per hour
CHP Automobile	\$00.62 per mile
CHP Motorcycle	\$00.93 per mile

13. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.
14. The total amount of this Agreement shall not exceed \$290,000.00, except as specified in Paragraph 12.
15. The County agrees that additional charges, which are directly related to the services provided, may be assessed for CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at CHP expense.
16. It is understood by County that billing of CHP officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Paragraph 9.
17. The CHP shall provide County with an itemized invoice which details all CHP costs for traffic control services under this Agreement. The County agrees to pay CHP within thirty (30) days after the date of the invoice.

18. OTHER REQUIREMENTS

If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, County agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked are part of an extended shift.

If the CHP officer (s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, County will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location.

19. CANCELLATION

The County shall not be charged for cancellations made more than 24 hours prior to the scheduled assignment.

- a. The County agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
- b. The County agrees that if cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such cancellation, County shall only be charged a short notice cancellation fee of \$50.00 per assigned CHP officer(s).
- c. All cancellation notices to CHP must be made during normal CHP business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding state holidays.
- d. The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the cancellation.

- 20. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
- 21. The County agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of County.
- 22. The County Officer or employee with responsibility for administering this Agreement is Robert S. Slater, Deputy Director, Engineering, Department of Transportation, or successor.

REQUESTING DEPARTMENT CONCURRENCE:

RICHARD W. SHEPARD, P.E.
Director of Transportation

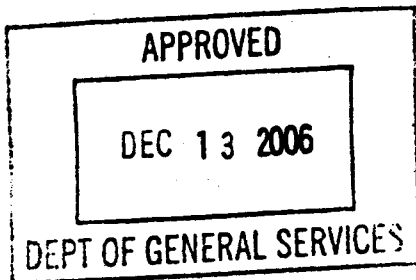
STATE OF CALIFORNIA
Department of California Highway Patrol

R. O. VARGAS
Administrative Services Officer

11-28-06

Date

245 - Placerville Area
CHP Location Code



Department of California Highway Patrol
Business Services Section
Contract Services Unit
P.O. Box 942898
Sacramento, CA 94298-0001
(916) 375-2965

COUNTY OF EL DORADO

JAMES R. SWEENEY, Chairman
Board of Supervisors
"County"

10-31-06

Date

Attest:
CINDY KECK
Clerk of the Board of Supervisors

Deputy Clerk

10-31-06

Date

Billing Address
County of El Dorado County
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attn.: Robert S. Slater
(530) 621-5918