

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

THIS AGREEMENT is made and entered into this 1st day of September 2009, 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 County's Contract Administrator.
2. The term of this Agreement is September 1, 2009 through August 30, 2012.
3. At the request of County, CHP Placerville Area office or Rancho Cordova Area office shall provide CHP officer(s) with vehicles and coordinate all traffic control. Should the CHP Placerville Area or Rancho Cordova Area offices 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
W.L. Donovan, Captain
P.O. Box 1417
3031 LoHi Way
Placerville, CA 95667
Bus. (530) 622-1110
Fax (530) 621-0139

County of El Dorado
Department of Transportation
John Kahling, Supervising Civil Engineer
2441 Headington Road
Placerville, CA 95667
Bus. (530) 642-4974
Fax (530) 295-2655
Email jkahling@co.el-dorado.ca.us

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

5. The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by CHP Contract Coordinator and County's Contract Administrator. 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's Contract Administrator.
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. 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.
9. The CHP and County agree that this Agreement may be amended by written mutual consent of the parties hereto.
10. This Agreement includes hourly usages and anticipated mileage for construction on various County projects.

The following is an estimate for construction on various County projects:

Sergeant Hours:	
Officer Hours:	5,900 hours
Motor Officer Hours:	
Patrol car mileage:	6,454 miles
Motorcycle mileage	

11. In consideration for the above services, County agrees to reimburse CHP upon receipt of an itemized invoice. County agrees to reimburse CHP for **the actual costs incurred** at the time services are provided. The rates indicated in this Agreement are for estimate purposes only. In the event CHP is granted a rate increase, County agrees to pay the increased rate. The following information includes the CHP officer and sergeant overtime rates and vehicle mileage effective Fiscal Year 08/09, until superceded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$83.98 per hour
CHP Sergeant	\$102.04 per hour
M/C Officer	\$86.88 per hour
M/C Sergeant	\$105.58 per hour
CHP Automobile	\$00.70 per mile
CHP Motorcycle	\$00.96 per mile

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 County as soon as increase information is available for dissemination by CHP.

12. 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.
13. The total amount of this Agreement shall not exceed \$500,000.00.
14. 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 8.
15. The CHP shall provide County with an itemized invoice which details all CHP costs for traffic control services under this Agreement. County agrees to pay CHP within thirty (30) days after the date of the invoice.
16. **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 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.

17. CANCELLATION

County shall not be charged for cancellations made more than twenty-four (24) hours prior to the scheduled assignment.

- a. County agrees that if cancellation is made within twenty-four (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. County agrees that if cancellation is made within twenty-four (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.
18. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at State expense, which are directly related to the services provided herein.
 19. Gifts, donations, or gratuities may not be accepted by CHP employees on their own behalf or on behalf of the Department, informal squad club, or other local funds.

20. AUDIT

County agrees that the awarding department, the State Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement (Gov. Code §8546.7, Pub. Contract Code §10115 et CCR Title 2, Section 1896).

21. DISPUTES

Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this Agreement shall be brought to the attention of the CHP Administrative Services Officer (or designated representative) and County's Director of Transportation for joint resolution.

22. The parties hereto agree to indemnify, defend and save harmless the other party, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the other party in the performance of this Agreement.
23. 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.
24. The County Officer or employee with responsibility for administering this Agreement is John Kahling, Supervising Civil Engineer, Department of Transportation, or successor.

REQUESTING DEPARTMENT CONCURRENCE:

James W. Ware, P.E.
Director of Transportation

STATE OF CALIFORNIA
Department of California Highway Patrol

L. A. Paolini
Administrative Services Officer

Date

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

Board of Supervisors
"County"

Date

Attest:
Suzanne Allen de Sanchez
Clerk of the Board of Supervisors

Deputy Clerk

Date

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