

SCO ID: 2720 - 22R685000

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

2720 - 22R685000

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

City of Menifee

2. The term of this Agreement is:

START DATE

08/01/2022 or upon approval, whichever is later

THROUGH END DATE

07/31/2023

3. The maximum amount of this Agreement is:

\$45,264.00 Forty Five Thousand Two Hundred Sixty Four Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions (4/2017)	
+ - Exhibit D	Special Terms and Conditions	1
+ -		

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Menifee

CONTRACTOR BUSINESS ADDRESS

29844 Haun Road

CITY

Menifee

STATE

CA

ZIP

92586

PRINTED NAME OF PERSON SIGNING

Armando G. Villa

TITLE

City Manager

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

May 4, 2022

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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME Department of California Highway Patrol			
CONTRACTING AGENCY ADDRESS 601 North 7th Street	CITY Sacramento	STATE CA	ZIP 95811
PRINTED NAME OF PERSON SIGNING A. V. Ehmka	TITLE Procurement Manager, Business Services Section		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable) SCM 4.04, A.2		

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. City of Menifee agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services for the construction of the Holland Road Overpass, I-215.

Service boundaries: Closure of I-215 in both directions. Traffic will be diverted off I-215 between Scott Road and Newport Road.

2. The services shall be provided during:

The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. 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 City of Menifee.

3. The Project Representatives during the term of this Agreement will be:

STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		City of Menifee	
NAME		NAME	
Officer Russell Robertson		Jennifer Hernandez, Management Analyst	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	EMAIL
(951) 506-2000	rrobertson@chp.ca.gov	(951) 723-3876	jhernandez@cityofmenifee.us
Direct all inquiries to:			
STATE AGENCY		CONTRACTEE	
Department of California Highway Patrol		City of Menifee	
SECTION/UNIT			
Business Services Section/Contract Services Unit			
ATTENTION			
MaDonna Young, Contract Analyst			
ADDRESS		ADDRESS	
601 N. 7 th Street Sacramento, CA 95811		29844 Haun Road Menifee, CA 92586	
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	
(916) 843-3610	(916) 322-3166	(951) 723-3876	

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

4. Detailed description of work to be performed:

- A. CHP Riverside Area office shall provide CHP officer(s) with vehicles and coordinate all traffic control. Should the CHP Temecula Area be unable to fill the necessary staffing for each event, out-of-Area uniformed personnel will be used to make up for the shortage of CHP Officers.
- B. The traffic control services 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.
- C. It is understood by 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 Exhibit B, Item D.

5. Cancellation of Services

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

- A. City of Menifee agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
- B. City of Menifee agrees that if service cancellation is made within twenty-four (24) hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, City of Menifee shall only be charged a short notice service cancellation fee of \$50.00 per assigned CHP officer(s).
- C. All service 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 service cancellation.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The CHP shall provide City of Menifee with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

Monthly itemized invoices will be submitted in duplicate to:

City of Menifee
ATTN: Jennifer Hernandez
29844 Haun Rad
Menifee, CA 92590

City of Menifee agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. In consideration for the traffic control services contained herein, the City of Menifee agrees to reimburse the CHP upon receipt of an itemized invoice. The City of Menifee agrees to reimburse the CHP **for the actual hours worked by CHP officers (at the overtime rate, described below)** at the time services are provided. The rates indicated in this Agreement are for estimate purpose only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, the City of Menifee agrees to pay the increased rate. The following information is the CHP officer overtime rate effective Fiscal Year 21/22, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer Overtime	\$105.91 per hour
CHP Sergeant Overtime	\$128.84 per hour
CHP Automobile	\$ 1.45 per mile

- D. Anytime the CHP officer is assigned to the service location, will pay no less than four (4) hours per shift, even if the CHP officer works less than that.

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, 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 covered under this Agreement.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. The CHP and City of Menifee agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and City of Menifee agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. 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.
5. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by or such need for repair or replacement of property arises directly from gross misconduct or willful negligence with respect to the property.
6. 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.
7. City of Menifee agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. City of Menifee 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. City of Menifee 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, City of Menifee 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).
8. 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 contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution
9. City of Menifee 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 City of Menifee.