

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 1 PAGES

AGREEMENT NUMBER 22R685000	AMENDMENT NUMBER 1	Purchasing Authority Number
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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

THROUGH END DATE
07/31/2024

3. The maximum amount of this Agreement after this Amendment is:
\$145,264.00 (One Hundred Forty-Five Thousand Two Hundred Sixty-Four Dollars and Zero Cents)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- (1) This amendment shall extend the term end date of this agreement from 07/31/2023 to 07/31/2024
 - (2) This Amendment adds funds in the amount of \$100,000.00 (One Hundred Thousand Dollars and Zero Cents). The maximum amount of this agreement shall not exceed \$145,264.00 (One Hundred Forty-Five Thousand Two Hundred Sixty-Four Dollars and Zero Cents)
 - (3) Exhibit B is revised to reflect the updated Rates. Exhibit B is replaced in its entirety and is attached hereto.
- All other terms and conditions shall remain the same.

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
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PRINTED NAME OF PERSON SIGNING Armando G. Villa	TITLE City Manager
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CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED 09-27-2023
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS 601 N. 7th Street	CITY Sacramento	STATE CA	ZIP 95811
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PRINTED NAME OF PERSON SIGNING J. D. GALLANI	TITLE ASSISTANT CHIEF
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CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED 10/9/2023
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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**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 22/23, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer Overtime	\$113.58 per hour
CHP Sergeant Overtime	\$138.18 per hour
CHP Automobile	\$ 1.51 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.