

REIMBURSABLE LETTER OF AGREEMENT

CHP 465 (Rev. 1-18) OPI 071

THIS AGREEMENT, Reimbursable Services Control Log # R-20-850-1007 made and entered into this 7th day of August, 2020, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and San Bernardino County, hereinafter called San Bernardino County.

WORK SHALL COMMENCE ON THE START DATE OR UPON APPROVAL BY BOTH THE CHP AND REQUESTER, WHICHEVER IS LATER. NO SERVICE SHALL BEGIN BEFORE THAT TIME.

1. Reimbursable services are to be provided when ☒ traffic control ☐ security services ☐ vehicle inspections ☐ other details for EXAMPLE ONLY - Primary Collision Factor Enforcement - EXAMPLE ONLY are required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the Traffic Control.
2. The term of this Agreement will be 08/07/2020 to 08/08/2020.
3. The CHP coordinator shall be B.P. Vessels, telephone number (760) 241-1186.
4. In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
5. San Bernardino County 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.
San Bernardino County 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. San Bernardino County 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 San Bernardino County thereunder.
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. San Bernardino County 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, San Bernardino County 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.
San Bernardino County will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
10. San Bernardino County 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 minimum of four hours overtime will be charged for each assigned uniformed employee.

11. San Bernardino County agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee **is notified** of such cancellation, San Bernardino County will only be charged a short notice cancellation fee of \$50.00 per 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 gifts, donation, or gratuities may be accepted by the CHP employees on their behalf or on the behalf of the Department, informal squad 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 safety equipment, salaries, and benefits are governed by collective bargaining 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 San Bernardino County will be charged at the current sergeant's pay. In the event of a rate increase, San Bernardino County agrees to pay the increase rate.
17. In consideration for the above services and upon receipt of an itemized invoice, San Bernardino County agrees to reimburse the CHP for the actual costs incurred at the time services are provided. Rate charged to San Bernardino County 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:

Sergeant:	_____ hrs.	@	\$ _____	\$ _____
Officer:	_____ hrs.	@	\$ <u>97.43</u>	\$ _____
Vehicle mileage:	_____ miles	@	\$ <u>1.04</u>	\$ _____
Motorcycle mileage:	_____ miles	@	\$ _____	\$ _____
Other expenses:	_____			\$ _____
Total estimated cost:				\$ _____

Note: If total estimated cost exceeds \$50,000, a CHP 465 **CAN NOT** be used. The reimbursable service request must be initiated on a CHP 78R. Reimbursable Services Contract Request, and forwarded to Business Services Section, Contract Services Unit, for processing. (HPM 11.1, Chapter 6)

18. COLLECTION OF ADVANCE DEPOSIT FOR A MOTION PICTURE/FILM.

A form of advance deposit shall be required before services can be performed. The advance deposit shall be made by the requesting party and hand delivered directly to the Statewide Film Media Relations Officer (FMRO) or to the on-scene command officer in-charge. The FMRO or on-scene command officer in-charge will approve, complete a CHP 230, Transmittal Record, and forward the advance deposit to FMS, RSU.

- Amount of deposit collected: \$ _____
- Check number: _____
- Cash receipt number: _____
- Federal Tax Identification Number: _____

WITNESSETH: By and in consideration of the covenants and conditions herein contained,
San Bernardino County and the CHP do hereby agree to the above terms and conditions.

STATE OF CALIFORNIA
Department of California Highway Patrol

REQUESTOR'S NAME

08/07/2020

Commander Signature Date

M. Stefanoff

Printed Name

Captain

Title

850

Location Code

For use by City/County Clerk, if applicable	
Approved as to form by	Date

08/07/2020

Signature Date

Printed Name

Location Manager

Title

3003 23rd Street

Address

San Francisco CA 94110

City State Zip Code

(401) 500-9112

Telephone Number