

RESOLUTION NO. 2013-141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING AN AGREEMENT WITH THE CALIFORNIA HIGHWAY PATROL FOR ADDITIONAL TRAFFIC CONTROL STAFFING

WHEREAS, the Federated Indians of Graton Rancheria (the Tribe) have proceeded to plan, construct, and are preparing to open a casino operation located adjacent to the City on November 5, 2013; and,

WHEREAS, based upon the experience of similarly situated communities during the opening of a casino, the opening of the Graton casino is anticipated to impact traffic surrounding the casino within the City for an estimated period of four weeks, with the first two weeks being particularly impacted; and,

WHEREAS, in order to ensure the optimal mitigation measures, in concert with a traffic plan development and consultation between the Tribe, the City, and other external stakeholders, a heightened level of traffic service and enforcement is desired, and is in keeping with the Traffic Operations Plan; and,

WHEREAS, to maintain the current level of service to the residents of the City, it is desirable to attain such additional staffing from an outside agency with the authority and expertise to provide such services, so as to keep the City's law enforcement professionals available to serve our residents; and,

WHEREAS, the California Highway Patrol (CHP) provides a means through form agreements, known as a Reimbursable Letter of Agreement, to retain the additional staffing, provided they are reimbursed for such service costs; and,

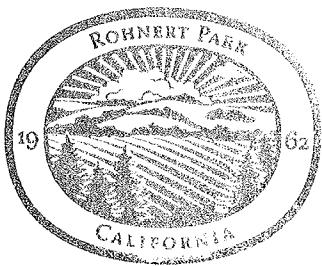
WHEREAS, a Reimbursable Letter of Agreement is needed because additional service is desired at a heightened level during the first week and a lower level for the duration of the month of November, .

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve the execution of a Reimbursable Letter of Agreement by and between the California Highway Patrol, a Department of the State of California, and the City of Rohnert Park, a municipal corporation, for additional traffic control staffing during the grand opening of the casino from November 5 to December 31, 2013 in the amount of forty eight thousand seven hundred and seventy four dollars (\$48,774.00).

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to take all actions to effectuate the Reimbursable Letter of Agreement for and on behalf of the City of Rohnert Park, including execution, if necessary, in substantially similar form to the

Reimbursable Letter of Agreement, which are attached hereto as Exhibit "A" and incorporated by this reference, subject to minor modifications by the City Manager or City Attorney.

DULY AND REGULARLY ADOPTED this 8th day of October, 2013.



CITY OF ROHNERT PARK

Pam Stafford
Mayor

ATTEST:

John M. Bungler
City Clerk

AHANOTU: AYE BELFORTE: AYE MACKENZIE: ABSENT CALLINAN: ABSENT STAFFORD: AYE
AYES: (3) NOES: (0) ABSENT: (2) ABSTAIN: (0)

REIMBURSABLE LETTER OF AGREEMENT

CHP 465 (Rev. 2-12) OPI 076

THIS AGREEMENT, Reimbursable Services Control Log # _____ made and entered into this _____ day of _____ October _____, 2013, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and _____ ROHNERT PARK DEPARTMENT OF PUBLIC SAFETY _____, hereinafter called ROHNERT PARK DPS _____.

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 _____ 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 _____ 11/05/2013 _____ to _____ 11/16/2013 _____.
3. The CHP coordinator shall be _____ DEANNA SMITH _____, telephone number _____ (707) 588-1400 _____.
4. In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
5. ROHNERT PARK DPS _____ 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.
ROHNERT PARK DPS _____ 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. ROHNERT PARK DPS _____ 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 ROHNERT PARK DPS _____ 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. ROHNERT PARK DPS _____ 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, ROHNERT PARK DPS _____ 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.
ROHNERT PARK DPS _____ will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
10. ROHNERT PARK DPS _____ 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. ROHNERT PARK DPS agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is notified of such cancellation, ROHNERT PARK DPS 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 ROHNERT PARK DPS will be charged at the current sergeant's pay. In the event of a rate increase, ROHNERT PARK DPS agrees to pay the increase rate.
17. In consideration for the above services and upon receipt of an itemized invoice, ROHNERT PARK DPS agrees to reimburse the CHP for the actual costs incurred at the time services are provided. Rate charged to ROHNERT PARK DPS 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.	@	\$ 92.39	\$ _____
Officer:	600.00 hrs.	@	\$ 75.97	\$ 45,582.00
Vehicle mileage:	_____ miles	@	\$ 0.84	\$ _____
Motorcycle mileage:	2,400 miles	@	\$ 1.33	\$ 3,192.00
Other expenses:	MC OFFICER \$75.97/MC SERGEANT \$92.39			\$ _____
Total estimated cost:				\$ 48,774.00

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. Payment/Deposit. A form of advance payment/deposit shall be required before services can be performed. The CHP command will collect the full amount of the estimate indicated herein for an Agreement 29 days or less. For an Agreement over 30 days and up to 12 months, 50 percent of the estimate shall be collected.
- Amount of deposit collected: \$ _____
 - Check number/purchase order number: _____
 - Cash receipt number: _____
 - Federal Tax Identification Number: _____

WITNESSETH: By and in consideration of the covenants and conditions herein contained,
ROHNERT PARK DPS and the CHP do hereby agree to the above terms and conditions.

STATE OF CALIFORNIA
Department of California Highway Patrol

REQUESTOR'S NAME

Commander Signature Date

Signature Date

G.P. TRACEY

Printed Name

Printed Name

COMMANDER SANTA ROSA AREA

Title

Title

360

Location Code

Address

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

City State Zip Code

Telephone Number

REIMBURSABLE LETTER OF AGREEMENT

CHP 465 (Rev. 2-12) OPI 076

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2. The term of this Agreement will be _____ 11/17/2013 _____ to _____ 12/01/2013 _____.
3. The CHP coordinator shall be _____ DEANNA SMITH _____, telephone number _____ (707) 588-1400 _____.
4. In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.
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Sergeant:	_____ hrs.	@	\$ <u>92.39</u>	\$ _____
Officer:	<u>350.00</u> hrs.	@	\$ <u>75.97</u>	\$ <u>26,589.50</u>
Vehicle mileage:	_____ miles	@	\$ <u>0.84</u>	\$ _____
Motorcycle mileage:	<u>1,400</u> miles	@	\$ <u>1.33</u>	\$ <u>1,862.00</u>
Other expenses:	<u>MC OFFICER \$75.97/MC SERGEANT \$92.39</u>			\$ _____
Total estimated cost:				\$ <u>28,451.50</u>

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)

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

REQUESTOR'S NAME

Signature _____ Date _____

Printed Name _____

Title

Address

City _____ State _____ Zip Code _____

Telephone Number