

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Parks and Recreation

BOARD AGENDA # *B-7

Urgent Routine

AGENDA DATE May 4, 2010

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Hold the Fifteenth Annual Fireworks Celebration on Sunday, July 4, 2010, at Woodward Reservoir Regional Park

STAFF RECOMMENDATIONS:

1. Authorize the Department of Parks and Recreation to hold the Fifteenth Annual Fireworks Celebration on Sunday, July 4, 2010, at Woodward Reservoir Regional Park located off of 26 Mile Road in the unincorporated area of Stanislaus County.
2. Authorize the Director of the Department of Parks and Recreation, or her designee, to support the Fifteenth Annual Fireworks Celebration and promote related activities.
3. Authorize the Director of the Department of Parks and Recreation, or her designee, to sign the necessary contractual agreements for the event.

FISCAL IMPACT:

If approved, one-time costs for this event and its related activities including overtime, are estimated at \$34,311. These costs include but are not limited to \$20,000 for the fireworks show, \$660 for permits, \$500 for advertisement of the event (posters and fliers), \$1,926 for the fire department presence, \$6,372 for the California Highway Patrol, and \$2,159 for the barricades and directional signage. The Parks Department will spend approximately \$2,694 in overtime costs. This includes 108 hours of additional park staff time for the weekend. The 2009 event brought in an estimated \$161,166 in revenue over a five day

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2010-268

On motion of Supervisor O'Brien, Seconded by Supervisor DeMartini
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, DeMartini, and Vice Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: Grover

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval to Hold the Fifteenth Annual Fireworks Celebration on Sunday, July 4, 2010, at Woodward Reservoir Regional Park

FISCAL IMPACT: (CONTINUED)

period beginning on July 1, 2009. The costs will be offset by revenues collected during the weekend event and are accounted for in the Parks and Recreation budget.

DISCUSSION:

Over the last fourteen years, the Department of Parks and Recreation has held annual fireworks celebration at Woodward Reservoir Regional Park. Last year, the fireworks celebration was held on Saturday, July 4, 2009. The event brought in an estimated \$161,166 in revenue over a five-day period beginning on July 1, 2009.

The Woodward Reservoir annual Fireworks Celebration provide citizens and visitors of Stanislaus County the ability to celebrate Independence Day in a safe environment by providing traditional firework festivities. Through this annual event, the County continues to strengthen its community image and sense of place by providing a celebration for the entire county. In order to conduct this event, the Department proposes to enter into an agreement with Pyro Spectaculars North, Inc. (Attachment A) to provide the fireworks display as they have in the past recent years.

Stanislaus County Police Activities League, commonly known as PAL, continues to work with the Department to offer numerous recreational activities during this event. Activities include but are not limited to face painting, arts and crafts, and numerous family games.

The annual Fireworks Celebration will be promoted through public service announcements via newspaper and other media outlets. Flyers and posters will be distributed at Modesto and Woodward reservoirs, County facilities, PAL operation sites, and local businesses throughout the county.

The California Highway Patrol will handle street patrol near Woodward Reservoir by providing uniformed personnel to assist in the ingress and egress of motorists on adjoining county roadways and highways (Attachment B). Stanislaus County Sheriff deputies will be onsite on reservoir grounds throughout the event for the safety and security of park patrons.

POLICY ISSUE:

The Board of Supervisors should determine if holding the Fifteenth Annual Fireworks Celebration on Sunday, July 4, 2010, is consistent with its priorities of efficient delivery of public services, effective partnerships, and a safe community. The Department of Parks and Recreation strives to manage its facilities by ensuring that events remain safe while providing community connections and families an opportunity to gather and enjoy the outdoors.

Approval to Hold the Fifteenth Annual Fireworks Celebration on Sunday, July 4, 2010, at Woodward Reservoir Regional Park

STAFFING IMPACT:

The recommended action will add approximately 110 overtime or compensation hours over a three-day period for existing Department staff to effectively manage this event.

CONTACT PERSON:

Sonya K. Harrigfeld, Director

Telephone: (209) 525-6770

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Pyro Spectaculars North, Inc.
5301 Lang Avenue
McClellan, CA 95652
Tel: 909-355-8120 Fax: 909-355-9813

Stanislaus Parks & Recreation
PROGRAM "A"
July 4, 2010
Page 1 of 4

BOARD OF SUPERVISORS

PRODUCTION AGREEMENT

2010 DEC - 8 A 11: 49

This agreement ("Agreement") is made this 11 day of May, 2010 by and between Pyro Spectaculars North, Inc., a California corporation, hereinafter referred to as ("PYRO"), and Stanislaus Parks & Recreation, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "A", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** - PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** - CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on July 4, 2010, at approximately 9:30 PM, at Woodward Regional Park, Oakdale, CA. Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of ~~\$20,000.00 USD~~ \$20,660.00 USD (TWENTY THOUSAND SIX HUNDRED SIXTY DOLLARS) ("Fee") for the Production. CLIENT shall pay to PYRO ~~\$10,000.00 USD~~ \$10,660.00 USD (TEN THOUSAND DOLLARS) of the Fee plus estimated permit and standby fees, specified production costs, and other regulatory costs approximated at \$660.00, for a total of \$10,660.00, as a deposit ("Deposit") upon the execution of this Agreement by both parties but no later than April 2, 2010. The balance of the Fee shall be paid no later than July 5, 2010. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** - PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits required for the discharge of pyrotechnics from the Stanislaus County Fire Prevention (or other authority having jurisdiction), FAA, USCG, and the State of California, as required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include the following: (1) that it may not be canceled or modified without the insurance carrier providing at least thirty (30) days prior written notice to CLIENT; and (2) that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services. Evidence of other insurance shall be provided upon CLIENT's written request to PYRO.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** - CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 to 90 days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO - Pyro Spectaculars North, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT - Stanislaus Parks & Recreation, 3800 Cornucopia Way, Suite C, Modesto, CA 95358.

Pyro Spectaculars North, Inc.
5301 Lang Avenue
McClellan, CA 95652
Tel: 909-355-8120 :: Fax: 909-355-9813

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PROGRAM "A"
July 4, 2010
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18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through April 2, 2010
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS NORTH, INC.

Stanislaus Parks & Recreation

By: James R. Souza

By: Sonya K. Harrigella

Its: President

Its: Director

Sonya K. Harrigella

Print Name

SHOW PRODUCER: Steve Souza

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY

James S. Berry

DATE: 5-24-2010

SCOPE OF WORK
PYRO SPECTACULARS NORTH, INC. ("PYRO")
and
Stanislaus Parks & Recreation ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars North, Inc., Production on July 4, 2010, at approximately 9:30 PM at Woodward Regional Park; Oakdale, CA.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the Production as set forth in the Agreement with the following limits:

<u>Insurance Requirements</u>	<u>Limits</u>	
<u>Commercial General Liability</u>	\$1,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Business Auto Liability- Owned, Non-Owned and Hired Autos</u>	\$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
<u>Workers' Compensation</u>	Statutory	
<u>Employer Liability</u>	\$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
REIMBURSABLE LETTER OF AGREEMENT
 CHP 465 (Rev. 9-08) OPI 071

THIS AGREEMENT, Reimbursable Services Control Log # R-10-465-0001 made and entered into this 11 day of February, 2010, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and Stanislaus County Department of Parks and Recreation, hereinafter called Stanislaus County Department of Parks and Recreation.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, Stanislaus County Department of Parks and Recreation and CHP do hereby agree to the following terms and conditions:

1. When traffic control security services vehicle inspections other details for Woodward Reservoir July 4th Fireworks Show are required, CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the traffic control at the entrances of Woodward Reservoir and surrounding county roads.
2. The term of this agreement will be 07/04/2010 to 07/05/2010.
3. CHP Coordinator shall be Sergeant Ben Ashby, telephone number (209) 545-7440.
4. In the event of a disaster or unforeseen emergency, this agreement may be canceled without prior notice by CHP.
5. This agreement may be amended in writing by mutual consent of the parties hereto.
6. 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 or Area office and the service location.
7. The rates indicated in this agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, salaries and benefits are governed by collective bargaining agreement and/or statute. In the event of a rate increase, Stanislaus County Department of Parks and Recreation agrees to pay the increased rates.
8. In consideration for the above services and upon receipt of an itemized invoice, Stanislaus County Department of Parks and Recreation agrees to reimburse CHP for the actual costs incurred at the time services are provided. Rates charged to Stanislaus County Department of Parks and Recreation 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:	<u>14.5</u> hrs.	@	\$ <u>96.22</u>	\$ <u>1395.19</u>
Officer:	<u>59.5</u> hrs.	@	\$ <u>79.15</u>	\$ <u>4709.43</u>
Vehicle mileage:	<u>400</u> miles	@	\$ <u>0.67</u>	\$ <u>268.00</u>
Motorcycle mileage:	_____ miles	@	\$ _____	\$ _____
Other expenses:	_____			\$ _____
TOTAL ESTIMATED COSTS (Estimate exceeding \$50,000 shall be forwarded on a CHP 78, Contract Request, to Business Services Section, Contract Services Unit):				\$ <u>6,372.62</u>

9. Payment/Deposit/Purchase Order shall be required before services can be performed.
 - a. Amount of Deposit collected: \$ _____
 - b. Check Number/Purchase Order Number: _____
 - c. Cash Receipt Number: _____

10. Stanislaus County Department of Parks and Recreation agrees that additional charges, which are directly related to the services provided, may be assessed for CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at CHP's expense.
11. If the CHP uniformed employee has reported to the assigned location and has worked less than four (4) hours, Stanislaus County Department of Parks and Recreation agrees to pay every assigned uniform employee 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.
12. Stanislaus County Department of Parks and Recreation will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
13. Stanislaus County Department of Parks and Recreation 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 (4) hours overtime will be charged for each assigned uniformed employee.
14. Stanislaus County Department of Parks and Recreation agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is notified of such cancellation, _____
Stanislaus County Department of Parks and Recreation will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed employee.
15. 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 legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.
16. CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.
17. No additional gifts, donations, or gratuities may be accepted by the California Highway Patrol employees on their behalf or on behalf of the Department, informal squad fund or other local funds.
18. A county, city, district, or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

STATE OF CALIFORNIA
Department of California Highway Patrol

Commander Signature Date

L. C. Duncan
Printed Name

Captain
Title

465 - Modesto Area
Location Code

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

APPROVED AS TO FORM:
 STANISLAUS COUNTY COUNSEL
 BY _____
 DATE: _____

REQUESTOR'S NAME

Signature Date

Ms. Sonya Harrigfeld
Printed Name

Director, Stanislaus Co. Dept. of Parks & Recreation
Title

3800 Conucopia Way, Suite C
Address

Modesto CA 95358
City State Zip Code

(209) 525-6783
Telephone Number

This agreement under \$50,000 is exempt from Department of General Services' approval in accordance with the State Administrative Manual.

THIS AGREEMENT, Reimbursable Services Control Log # R-09-465-0001 made and entered into this 2 day of July, 2009, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and Stanislaus County Department of Parks and Recreation, hereinafter called Stanislaus County Department of Parks and Recreation.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, Stanislaus County Department of Parks and Recreation and CHP do hereby agree to the following terms and conditions:

1. When traffic control security services vehicle inspections other details for 2009 Woodward Reservoir July 4th Fireworks Show (Agreement Number A052009) are required, CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the ingress and egress of motorists at the Woodward Reservoir and adjoining county roadways.
2. The term of this agreement will be 07/04/2009 to 07/05/2009.
3. CHP Coordinator shall be Sergeant Chris Mahnke, Jr., telephone number (209) 545-7440.
4. In the event of a disaster or unforeseen emergency, this agreement may be canceled without prior notice by CHP.
5. This agreement may be amended in writing by mutual consent of the parties hereto.
6. 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 or Area office and the service location.
7. The rates indicated in this agreement are for estimate purposes only. Any increases in overhead, mileage, damaged uniforms, privately-owned safety equipment, salaries and benefits are governed by collective bargaining agreement and/or statute. In the event of a rate increase, Stanislaus County Department of Parks and Recreation agrees to pay the increased rates.
8. In consideration for the above services and upon receipt of an itemized invoice, Stanislaus County Department of Parks and Recreation agrees to reimburse CHP for the actual costs incurred at the time services are provided. Rates charged to Stanislaus County Department of Parks and Recreation 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:	<u>11</u>	hrs.	@	<u>\$ 102.04</u>	<u>\$ 1,122.44</u>
Officer:	<u>53</u>	hrs.	@	<u>\$ 83.98</u>	<u>\$ 4,450.94</u>
Vehicle mileage:	<u>400</u>	miles	@	<u>\$ 0.70</u>	<u>\$ 280.00</u>
Motorcycle mileage:		miles	@	<u>\$</u>	<u>\$</u>
Other expenses:					<u>\$</u>


TOTAL ESTIMATED COSTS (Estimate exceeding \$50,000 shall be forwarded on a CHP 78, Contract Request, to Business Services Section, Contract Services Unit): \$ 5,853.38

9. Payment/Deposit/Purchase Order shall be required before services can be performed.
 - a. Amount of Deposit collected: \$ 5,853.38
 - b. Check Number/Purchase Order Number: 990413285
 - c. Cash Receipt Number: 451858

BOARD OF SUPERVISORS
 2009 DEC -8, A 11:47

- 10. Stanislaus County Department of Parks and Recreation agrees that additional charges, which are directly related to the services provided, may be assessed for CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at CHP's expense.
- 11. If the CHP uniformed employee has reported to the assigned location and has worked less than four (4) hours, Stanislaus County Department of Parks and Recreation agrees to pay every assigned uniform employee 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.
- 12. Stanislaus County Department of Parks and Recreation will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.
- 13. Stanislaus County Department of Parks and Recreation 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 (4) hours overtime will be charged for each assigned uniformed employee.
- 14. Stanislaus County Department of Parks and Recreation agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is notified of such cancellation, Stanislaus County Department of Parks and Recreation will only be charged a short notice cancellation fee of \$50.00 per assigned CHP uniformed employee.
- 15. 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 legal holidays. Cancellation notices shall only be accepted by the appropriate CHP Division or Area office.
- 16. CHP agrees to make reasonable efforts to notify those CHP uniformed employees of the cancellation.
- 17. No additional gifts, donations, or gratuities may be accepted by the California Highway Patrol employees on their behalf or on behalf of the Department, informal squad fund or other local funds.
- 18. A county, city, district, or other local public body must provide the state with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

STATE OF CALIFORNIA
Department of California Highway Patrol

 06.25.09
Commander Signature Date

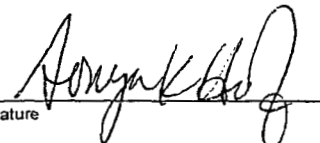
L. C. Duncan
Printed Name

Captain
Title

465 Modesto Area
Location Code

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

REQUESTOR'S NAME

 6/19/09
Signature Date

Ms. Sonya Harrigfeld
Printed Name

Director, Stanislaus County Parks & Recreation
Title

3800 Cornucopia Way, Suite C
Address

Modesto CA 95358
City State Zip Code

(209) 525-6783
Telephone Number

This agreement under \$50,000 is exempt from Department of General Services' approval in accordance with the State Administrative Manual.

