

**Agreement for Traffic Control Services between
the City of Rialto and Amazon.com, Inc.
for the Amazon Distribution Center –SBD1**

The City of Rialto (“City”) and Amazon.com, Inc. (“Amazon”) hereby agree to terms of this Agreement for Traffic Control Services (“Agreement”). This Agreement is entered into as of this 15 of November, 2022. City and Amazon are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

SECTION 1. TERM OF AGREEMENT

The Term of this Agreement shall be from November 16th, 2022 through December 31st, 2022.

SECTION 2. SCOPE OF SERVICES

Based on this Agreement, the City shall provide the following services (“Services”):

- Two (2) sworn peace officers or sergeant assigned to traffic who will provide extra patrol and traffic enforcement during shift changes, subject to availability of resources.
- Subject to the availability of resources, the two (2) officers or sergeant will be in place for the duration of the shift from 5:00 PM to 9:00 PM.
- The officers or sergeant shall be provide the extra patrol and traffic enforcement at the Amazon Distribution Center – SBD1 located at 3388 S. Cactus Avenue in the City of Rialto.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT

The City's Accounts Payable Department will invoice Amazon for the Services at the fully burdened rate of the sworn peace officer or sergeant, which is equal to \$329.16 per hour. For all Services contemplated by this Agreement, this will result in a total cost of \$123,764.16. Amazon shall pay all invoices within twenty (20) calendar days of the date of the invoice. Any payment not received within such time shall be subject to a late charge of three percent (3%) the outstanding amount.

The total amount charged by the City during the Term of this Agreement shall not exceed \$123,764.16, not including any late charges.

SECTION 4. NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by email or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Rialto
Attn: Chief of Police
128 N Willow Ave,
Rialto, CA 92376
Email: mkling@rialtopd.com

To Service Provider: Amazon.com, Inc.
Attn: Timm Browne
Amazon Distribution Center SBD-1
3388 S. Cactus Ave.
Rialto, CA 92376
Email: timmbrow@amazon.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 5. ENTIRE AGREEMENT

This Agreement represents the entire agreement between the Parties and there are no oral agreements between the parties hereto affecting this Agreement. Further, this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties.

SECTION 6. INDEMNIFICATION

Amazon shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Amazon or by any individual or entity for which Amazon is legally liable, including but not limited to officers, agents, employees or subcontractors of Amazon, in the performance of this Agreement.

SECTION 7. AUTHORITY TO EXECUTE

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, and (iii) by so executing this Agreement,

such Party is formally bound to the provisions of this Agreement.

SECTION 8. BINDING EFFECT

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 9. AMENDMENT

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Amazon and by the City. The Chief of Police shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the Chief of Police's contracting authority under the Rialto Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 10. LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of San Bernardino, California.

SECTION 11. ATTORNEYS FEES; COSTS AND EXPENSES

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 12. SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 13. CONFLICTING TERMS

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

SECTION 14. INDEPENDENT CONTRACTOR

The Parties enter into this Agreement as an independent contractors and not as employees of one another. Neither party shall have power or authority by this Agreement to bind the other in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by one party are employees, agents, contractors or subcontractors of that party and not of the other party. Except as explicitly set forth herein,

neither party shall be obligated in any way to pay any wage claims or other claims made against the other party by any such employees, agents, contractors or subcontractors or any other person resulting from performance of this Agreement.

SECTION 15. CITY TO RETAIN ALL POLICE POWER

The Parties agree that Amazon has no authority to direct the City to issue citations, exercise its police power, or take any enforcement actions. Any police power, citations, or enforcement actions taken by the City in the performance of this Agreement shall be at the sole discretion of the City. The City retains all police powers and rights granted to it pursuant to the California constitution and by statute in the performance of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

AMAZON.COM, INC. DISTRIBUTION CENTER – SBD1

Timm Browne
Loss Prevention Manager

Date

CITY OF RIALTO

Marcus Fuller
City Manager

Date: _____

Attest:

Barbara McGee, City Clerk

Approved as to Form:

Eric Vail, City Attorney