To: Mayor Farrer and the Honorable Members of the City Council

Prepared by: Susan Dueñas, Public Safety Manager

Approved by: Reva Feldman, City Manager

Date prepared: February 6, 2020  Meeting date: February 24, 2020

Subject: Reimbursable Services Agreement with California Highway Patrol

RECOMMENDED ACTION: 1) At the recommendation of the Public Safety Commission, authorize the City Manager to execute an agreement with the California Highway Patrol (CHP) for short-term traffic control services in an emergency or Public Safety Power Shutoff (PSPS) situation; and 2) Adopt Resolution No. 20-08 authorizing and approving the expenditure of up to $50,000 for traffic control services provided by the California Highway Patrol in emergency or PSPS situations and authorizing the City Manager to execute the agreement with the California Highway Patrol.

FISCAL IMPACT: There is sufficient funding for short-term CHP traffic control services in the Adopted Budget for Fiscal Year 2019-2020 in Account No. 100-7021-5100 (Emergency Management – Professional Services). Additional funding may be necessary in subsequent fiscal years.

WORK PLAN: This item was included as item 1a in the Adopted Work Plan for Fiscal Year 2019-2020.

DISCUSSION: Within the Malibu city limits, the Los Angeles County Sheriff’s Department (LASD) is the primary traffic enforcement agency for both local City-owned streets and Pacific Coast Highway (PCH), a California state highway maintained by Caltrans. California Vehicle Code Section 2400.6 specifies that CHP can only provide enforcement on PCH in the City of Malibu on request by the City and only if a contract is entered into between the State of California and the City for those services.

The City has been working to secure additional traffic control services to supplement the work performed by the Sheriff’s Department during emergencies or when a PSPS is implemented by Southern California Edison. During these situations, Sheriff’s Deputies are often needed elsewhere and may not be available to provide the level of traffic control services that are necessary.
services the City desires.

During discussions with Caltrans representatives, it was made clear that only trained law enforcement personnel can provide traffic control on the state highway. The City has been working with CHP to develop an agreement so that CHP officers can provide additional traffic control services when requested by the City during emergency and PSPS situations. CHP anticipates that a long-term reimbursable services contract with the City of Malibu will take six to nine months to develop.

In order to get additional traffic control services in Malibu in the near term, CHP representatives recommended that the City utilize CHP’s standard short-term reimbursable services contract while the City and CHP work out the details for a long-term contract for traffic control services. Unlike the long-term agreement, CHP will not authorize any changes to its standard short-term agreement. If the City needs traffic control services during an emergency or PSPS situation, the City Manager can execute the short-term agreement to authorize CHP to provide such services. The City will need to execute a short-term agreement for each emergency or PSPS event.

The proposed short-term agreement may be used for services costing up to $50,000. Staff recommends that the Council authorize and approve the expenditure of up to $50,000 and authorize the City Manager to execute short-term agreements with CHP for traffic control services in emergency or PSPS situations provided that the total expenditure on the agreements does not exceed $50,000. Staff will return to Council with the long-term contract once it has been drafted. Staff aims to have the long-term agreement in place before the next fire season.

On February 5, 2020, the Public Safety Commission discussed the proposed arrangement with CHP and recommended that the City enter into an agreement with CHP for traffic control services during emergency and PSPS situations.

**ATTACHMENTS:**

1. Resolution No. 20-08
2. Reimbursable Services Contract Agreement
RESOLUTION NO. 20-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MALIBU AUTHORIZING AND APPROVING THE EXPENDITURE OF FUNDS FOR TRAFFIC CONTROL SERVICES PROVIDED BY THE CALIFORNIA HIGHWAY PATROL IN EMERGENCY OR PUBLIC SAFETY POWER SHUTOFF SITUATIONS AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT WITH THE CALIFORNIA HIGHWAY PATROL

The City Council of the City of Malibu does hereby find, order, and resolve as follows:

SECTION 1. Recitals.

A. The Los Angeles County Sheriff’s Department (LASD) is the primary traffic enforcement agency in the City of Malibu.

B. During emergency and Public Safety Power Shutoff (PSPS) situations, LASD Deputies are often needed elsewhere and may not be available to provide the level of traffic control services the City needs.

C. California Vehicle Code Section 2400.6 stipulates that California Highway Patrol (CHP) can only provide enforcement on PCH in the City of Malibu on request by the City and only if a contract is entered into between the State of California and the City for those services.

D. CHP is willing to provide traffic control services in emergency and PSPS situations in accordance with the agreement attached hereto.

SECTION 2. The City Council hereby authorizes and approves the expenditure of up to $50,000 for traffic control services provided by CHP in emergency or PSPS situations. The City Council also hereby authorizes the City Manager of the City of Malibu, to execute, in the name of the City of Malibu, agreements with CHP in the form attached hereto and any necessary amendments thereto to provide such services provided that the total expenditure on such agreements does not exceed $50,000.

SECTION 3. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this ___ day of February 2020.

_____________________________
KAREN FARRER, Mayor

ATTEST:

_____________________________
HEATHER GLASER, City Clerk
(seal)
APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEYS OFFICE
CHRISTI HOGIN, City Attorney
THIS AGREEMENT, Reimbursable Services Control Log # R-19-580- made and entered into this _______ day of January, 2020, by and between the State of California, acting by and through the Department of California Highway Patrol, hereinafter called CHP, and the City of Malibu, hereinafter called the City of Malibu.

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 __________________ to __________________.

3. The CHP coordinator shall be L. Flores #17400, telephone number (818) 888-0980.

4. In the event of a disaster or unforeseen emergency, this Agreement may be canceled without prior notice by the CHP.

5. The City of Malibu 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. The City of Malibu 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. The City of Malibu 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 the City of Malibu 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. The City of Malibu 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, the City of Malibu 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. The City of Malibu will not be charged for cancellations made more than 24 hours prior to the scheduled assignment.

10. The City of Malibu 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. the City of Malibu agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the CHP employee is notified of such cancellation, the City of Malibu 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 the City of Malibu will be charged at the current sergeant's pay. In the event of a rate increase, the City of Malibu agrees to pay the increase rate.

17. In consideration for the above services and upon receipt of an itemized invoice, the City of Malibu agrees to reimburse the CHP for the actual costs incurred at the time services are provided. Rate charged to the City of Malibu 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.  @  $118.52  $ 
   Officer: ___________ hrs.  @  $97.43  $ 
   Vehicle mileage: ___________ miles  @  $1.04  $ 
   Motorcycle mileage: ___________ miles  @  $1.43  $ 
   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.
   
   a. Amount of deposit collected: $____________________
   b. Check number: ________________________________
   c. Cash receipt number: ____________________________
   d. Federal Tax Identification Number: ________________
WITNESSETH: By and in consideration of the covenants and conditions herein contained, and the CHP do hereby agree to the above terms and conditions.

STATE OF CALIFORNIA
Department of California Highway Patrol

Commander Signature Date

D. Ford
Printed Name

Captain
Title

9580
Location Code

REQUESTOR'S NAME

Signature Date

Printed Name

Title

Address

City State Zip Code

Approved as to form by Date

For use by City/County Clerk, if applicable

Telephone Number