



Council Agenda Report

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

Prepared by: Elizabeth Shavelson, Assistant to the City Manager

Reviewed by: Lisa Soghor, Assistant City Manager

Approved by: Steve McClary, Interim City Manager

Date prepared: December 17, 2021 Meeting date: January 10, 2022

Subject: Standard Agreement with the Department of California Highway Patrol

RECOMMENDED ACTION: Authorize the Mayor to execute the Standard Agreement with the Department of California Highway Patrol (CHP) for traffic control services in an amount not to exceed \$250,000.

FISCAL IMPACT: Funding for this item is included in the Adopted Budget for Fiscal Year 2021-2022 in Account No. 100-7031-5100-01 (Public Safety - CHP On-call Services) in the amount of \$100,000. Funding for subsequent years will be included in future budgets.

WORK PLAN: This item was included as item #1.c. in the Adopted Work Plan of Fiscal Year 2021-2022.

DISCUSSION: This item was originally included in the December 13, 2021 City Council Meeting Agenda but was continued to the January 10, 2022 meeting after it was discovered that an exhibit in the agreement was inadvertently omitted from the attachment.

In 2020, in response to public safety concerns, the City sought to secure additional traffic control services to supplement the work performed by the Los Angeles County Sheriff's Department during emergencies or when a Public Safety Power Shutoff (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 the City desires.

The City approached the California Highway Patrol (CHP) to see about getting additional trained law enforcement personnel to perform traffic control services in Malibu during an emergency or PSPS event. CHP representatives recommended that the City utilize the CHP's standard short-term reimbursable services contract in the near-term while the City and the CHP worked out the details for a long-term contract which, at the time, was estimated to take up to 9 months.

On February 24, 2020, the City Council authorized the City Manager to execute an agreement with CHP for short-term traffic control services in an emergency or PSPS situation and adopted Resolution No. 20-08 authorizing and approving the expenditure of up to \$50,000 for traffic control services provided by the CHP in emergency or PSPS situations and authorizing the City Manager to execute the agreement with the CHP. Since then, the City has contracted with the CHP for traffic control services as needed under this arrangement. To date the City has paid the California Highway Patrol approximately \$12,870 to provide traffic control in Fiscal Year 2019-2020 and Fiscal Year 2020-2021.

At this time, staff has developed a long-term agreement with the CHP which is provided as Attachment 1. The agreement shall not exceed \$250,000 for the period ending July 31, 2026

ATTACHMENT: 1. Standard Agreement with the Department of California Highway Patrol

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER 21R580001	PURCHASING AUTHORITY NUMBER (if Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTOR NAME

City of Malibu

2. The term of this Agreement is:

START DATE

12/01/2021 or Upon Approval, whichever occurs later

THROUGH END DATE

07/31/2026

3. The maximum amount of this Agreement is:

\$250,000.00 (Two Hundred Fifty Thousand Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	2
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C	General Terms and Conditions	2
* Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

City of Malibu

CONTRACTOR BUSINESS ADDRESS

23825 Stuart Ranch Road

CITY

Malibu

STATE

CA

ZIP

90265

PRINTED NAME OF PERSON SIGNING

Paul Grisanti

TITLE

Mayor

CONTRACTOR AUTHORIZED SIGNATURE

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of California Highway Patrol

CONTRACTING AGENCY ADDRESS

601 North 7th Street

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING

J. D. Sacconi

TITLE

Assistant Chief, Administrative Services Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

**EXHIBIT A
 (Standard Agreement)**

SCOPE OF WORK

1. The City of Malibu (CITY) agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with traffic control related services provided by the CHP West Valley Area office for the CITY during special events, including emergency events and power safety shut offs.

2. The services shall be provided during:

The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by the Project Representatives listed below, or designees. Any changes to the proposed plan such as additional hours, dates, and sites for traffic control can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and the CITY.

3. The Project Representatives during the term of this Agreement will be:

STATE AGENCY	
Department of California Highway Patrol	
NAME	
Officer Lisa Flores, CHP West Valley	
TELEPHONE NUMBER	EMAIL
(818) 888-0980	eflores@chp.ca.gov

Direct all inquiries to :

STATE AGENCY		CONTRACTOR	
Department of California Highway Patrol		City of Malibu	
SECTION/UNIT		SECTION/UNIT	
Business Services Section/Contract Services Unit			
ATTENTION		ATTENTION	
Melissa Hall, Contract Analyst		Steve McClary, Interim City Manager	
ADDRESS		ADDRESS	
P.O. Box 942898 Sacramento, CA 94298-0001		23825 Stuart Ranch Road Malibu, CA 90265	
TELEPHONE NUMBER	EMAIL	TELEPHONE NUMBER	EMAIL
(916) 843-3611	mehall@chp.ca.gov	(310) 456-2489 x226	smccclary@malibucity.org

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK *(Continued)*

4. Detailed description of work to be performed:

- A. The CHP West Valley Area office will make every reasonable attempt to provide supplemental CHP officer(s) with vehicles and coordinate traffic control. Should the CHP West Valley Area office be unable to fill the necessary staffing for each event, with Officer(s) or Sergeant(s), the shortage of CHP Officer(s) and/or Sergeant(s) will be utilized from out-of-Area uniformed personnel. CHP agrees to make reasonable efforts to use CHP officers from the next closest CHP office.
- B. CHP will make best efforts to fill requested details, but short notice requests may not be granted if staffing is unavailable.
- C. The traffic control services to be performed by CHP officer(s) under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.
- D. It is understood by the CITY that billing of CHP officer(s) time shall be from portal to portal (CHP Area office to the service location and return to CHP Area office) except as specified in Item F.
- E. If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, the CITY agrees to pay every assigned CHP officer(s) a minimum of four (4) hours overtime. Exception: This does not apply to those cases when the hours worked is part of an extended shift.
- F. If the CHP officer(s) report(s) to the assigned service location and if for any reason CHP reassigns the officer(s) away from the service location, the CITY will be billed only for the officer(s) actual time incurred from the CHP Area office to the service location and for the time spent at the assigned service location covered under this Agreement.

5. Cancellation of Services

- A. The CITY shall not be charged for service cancellations made more than 24 hours prior to the scheduled assignment.
- B. The CITY agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such service cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
- C. The CITY agrees that if service cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such service cancellation, the CITY shall only be charged a short notice service cancellation fee of \$50.00 per assigned CHP officer(s).
- D. All service 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 state holidays.
- E. The CHP agrees to make reasonable efforts to notify the assigned CHP officer(s) of the service cancellation.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. The CHP shall provide the CITY with an itemized invoice which details all CHP costs for traffic control services under this Agreement.

Itemized invoice will be submitted in duplicate to:

City of Malibu
ATTN: Steve McClary, Interim City Manager
23825 Stuart Ranch Road
Malibu, CA 90265

The CITY agrees to pay CHP within thirty (30) days after the date of the invoice.

- B. In consideration for the traffic control services contained herein, the CITY agrees to reimburse the CHP upon receipt of an itemized invoice. The CITY agrees to reimburse the CHP for the actual hours worked and mileage at the time services are provided. The rates indicated in this agreement are for estimate purposes only. It is understood by both parties that rate increases in salary and benefits are governed by collective bargaining agreements and/or statute and that no advance written notification is necessary prior to implementing the increased rates. In the event CHP is granted a rate increase, the CITY agrees to pay the increased rate.

The following are the CHP officer and sergeant overtime rates, effective FY 21/22, or until superseded.

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$105.91 per hour
CHP Sergeant	\$128.84 per hour
M/C Officer	\$110.12 per hour
M/C Sergeant	\$133.97 per hour
CHP Automobile	\$ 1.45 per mile
CHP Motorcycle	\$ 1.31 per mile

- C. Agreement has a maximum value of \$250,000.00. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. In no event shall the total cost of the services provided pursuant to this Agreement exceed \$250,000.00 without formal written amendment to this Agreement executed by both parties.

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties. and approved by the Department of General Services. CHP may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the CITY or CHP, either in whole or in part, without the consent of the other party in the form of a formal written amendment.
4. AUDIT: CITY agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. CITY agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. CITY agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, CITY agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: CHP shall indemnify, defend, and hold harmless CITY, its officers, agents and employees, from and against any and all liability, damages, expenses, causes of action, suits, claims, costs, fees, penalties, or judgments, of any nature whatsoever, including reasonable attorney's fees and costs of suit, brought by or owed to third parties, to the extent caused by CHP's negligent or wrongful performance of the work or breach of this Agreement.

CITY shall indemnify, defend, and hold harmless CHP, its officers, directors, agents and employees, from and against any and all liability, damages, expenses, causes of action, suits, claims, costs, fees, penalties, or judgments, of any nature whatsoever, including reasonable attorney's fees and costs of suit, brought by or owed to third parties, to the extent caused by CITY's negligent or wrongful performance or breach of this Agreement.
6. DISPUTES: CITY and CHP shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: CITY may terminate this Agreement and be relieved of any payment should CHP fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the CITY shall pay CHP for the services reasonably properly performed under the Agreement to date of the termination.

**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS (continued)

8. INDEPENDENT CONTRACTOR: The CITY, and the agents and employees of the CITY, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the CHP. The CHP, and the agents and employees of CHP, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the CITY.

9. TIMELINESS: Time is of the essence in this Agreement.

10. COMPENSATION: The consideration to be paid CHP, as provided herein, shall be in compensation for all of CHP's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

11. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

12. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

1. The CHP and the CITY agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
2. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
3. The CHP and the CITY agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Additional charges may be assessed for CHP supplies, additional equipment utilized, damage to property repaired or replaced at state expense, which are directly related to the services provided herein, but only to the extent such supplies or additional equipment are specifically requested in writing by the CITY or such need for repair or replacement of property arises directly from the CITY's gross misconduct or willful negligence with respect to the property.
5. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.
6. Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed within a reasonable period of time (ten days) by the parties normally responsible for the administration of this contract shall be brought to the attention of the Administrative Services Officer (or designated representative) of each organization for joint resolution.
7. The CITY agrees to provide CHP with a resolution authorizing the agreement.
8. The CHP will provide the CITY with a letter of self-insurance.