



# Council Agenda Report

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

Prepared by: Susan Dueñas, Public Safety Director

Approved by: Steve McClary, City Manager

Date prepared: November 7, 2023 Meeting date: November 27, 2023

Subject: Contract with California Highway Patrol

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**RECOMMENDED ACTION:** Receive and file a report on an emergency contract with the California Highway Patrol (CHP) for traffic enforcement services.

**FISCAL IMPACT:** No additional appropriation is required. Funding for this agreement/project is included in the Adopted Budget for FY 2023-24 in Account No. 100-7021-5100-01 (CHP On-call Services)

**STRATEGIC PRIORITY:** This item is part of the day-to-day operations identified in the Adopted FY 2023-24 Strategic Priority Project List.

**DISCUSSION:** At the November 13, 2023, Regular City Council Meeting, the Council adopted Resolution No. 23-52 declaring the existence of a local emergency due to the increase in reckless and illegal driving on PCH. While \$25,000 is the standard threshold for contracts that must be approved by the City Council, the City's purchasing ordinance (Chapter 2.56) allows for greater flexibility when making purchases for supplies or services in response to a local emergency. This provision allows the City to act expediently when trying to address and mitigate the danger posed by a local emergency.

Following the horrific tragedy of losing four Pepperdine students who were hit by a speeding car on PCH on October 17, local, regional, and state leaders collaborated to make CHP resources available to address the dangers on PCH. While a larger more permanent contract is being developed, it was recommended that a short-term contract be put into place. The City's current On-Call Services contract is only for special events, so a new contract needs to be established.

Therefore, under the authority of the emergency declaration, the City Manager executed a short-term contract with CHP for \$50,000 on November 16, 2023. This is the maximum amount allowed by CHP for a short-term contract. This contract will cover approximately 40 shifts. LASD will work with CHP to ensure that the additional enforcement is focused on the days and times with the greatest need.

ATTACHMENTS: Agreement with California Highway Patrol

**THIS AGREEMENT**, Reimbursable Services Control Log # R-23-580-0541 made and entered into this 3 day of November, 2023, 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 supplemental vehicle code enforcement are required, the CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the enforcement of vehicle code violations within the City of Malibu
2. The term of this Agreement will be 11/06/2023 to 02/06/2024
3. The CHP coordinator shall be Lieutenant M. Zane, 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.	@	\$ 138.18	\$ _____
Officer:	_____ hrs.	@	\$ 113.58	\$ _____
Vehicle mileage:	_____ miles	@	\$ 1.51	\$ _____
Motorcycle mileage:	_____ miles	@	\$ 1.43	\$ _____
Other expenses:	_____			\$ _____

Total estimated cost: \$ 50,000

**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, Administrative Procedures Manual, Chapter 6, Reimbursable Services)

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 Fiscal Management Section, Accounts Receivable.
  - 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,  
The City of Malibu and the CHP do hereby agree to the above terms and conditions.

STATE OF CALIFORNIA  
Department of California Highway Patrol

REQUESTOR'S NAME

Matthew Ford for 11/03/2023  
Commander Signature Date

Steve McClary 11/16/2023  
Signature Date

Denis Ford  
Printed Name

Susan Duenas Steve McClary  
Printed Name

Captain  
Title

Malibu City Manager  
Title

580  
Location Code

23825 Stuart Ranch Road  
Address

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

Malibu CA 90265  
City State Zip Code

(310) 456-2489  
Telephone Number

BILLING INFORMATION

City of Malibu  
Company Name

23825 Stuart Ranch Road  
Billing Address (The invoice or refund of advance deposit will be sent to this address)

Malibu CA 90265  
City State Zip Code

Susan Duenas (310) 456-2489  
Contact Name Telephone Number

sduenas@malibucity.org  
E-mail