



# 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: January 16, 2024 Meeting date: January 22, 2024

Subject: Agreement with California Highway Patrol

---

**RECOMMENDED ACTION:** Authorize the Mayor to execute an agreement with the California Highway Patrol (CHP) for traffic enforcement services.

**FISCAL IMPACT:** No additional appropriation is required. The Adopted Budget for FY 2023-24 included funds in Account No. 100-7021-5115-00 (L.A. Co. Sheriff Services) to provide additional patrol services as well as necessary support personnel to coincide with the opening of the Los Angeles County Sheriff's Department (LASD) Malibu Substation. However, since the substation has not opened and LASD is not allowing for any growth in contracts at this time, there will be a cost savings of approximately \$3.0 million, which is sufficient to cover the estimated \$700,000 cost of the CHP contract through the end of the fiscal year.

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

**DISCUSSION:** The CHP stopped patrolling Pacific Coast Highway (PCH) in Malibu in 1991 when the City was incorporated, and the City contracted for law enforcement in Malibu with the Los Angeles County Sheriff's Department (LASD). In 2020, the City secured a contract with CHP for On-Call Services for special events, but for the past two years, CHP has been unable to fulfill any requests for assistance. According to a CHP press report, they have about 1,000 vacant officer positions across the state. CHP attributes the staffing issues to a variety of factors, including increasing retirement rates, job preferences in the private sector, and societal influence; similar issues are facing LASD.

However, after 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. The plan was to establish a permanent Traffic Safety Task Force comprised of three officers dedicated to Malibu beginning in 2024 and establish an immediate short-term overtime contract to provide interim assistance.

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. This action provided the City Manager with emergency powers to execute a \$50,000 short-term agreement with CHP on November 16, 2023, to provide interim assistance. This agreement provides approximately 40 overtime shifts and expires on February 6, 2024.

The proposed agreement establishes the Traffic Safety Task Force consisting of three full-time positions filled by dedicated personnel, providing consistency in shifts and personnel, along with one sergeant for 10 hours per week to oversee the operation. The term of this agreement is January 1, 2024, through June 30, 2025, and shall not exceed \$2 million.

If approved, staff will work in coordination with LASD and CHP to request that the additional enforcement is focused on the days and times with the greatest need.

ATTACHMENTS: Agreement with California Highway Patrol

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>23R580001</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
--------------------------------------	---

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  
01/01/2024

THROUGH END DATE  
06/30/2025

3. The maximum amount of this Agreement is:  
\$2,000,000.00 (Two Million 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	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit C *	General Terms and Conditions - (herein as amended)	4
+ - 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	TITLE
--------------------------------	-------

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 N. 7th Street	CITY Sacramento	STATE CA	ZIP 95811
---	--------------------	-------------	--------------

PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
---	-------------

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
--	---------------------------

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

1. Contractee agrees to reimburse the Department of California Highway Patrol (CHP) for costs associated with establishing and staffing a task force to supplement the Los Angeles County Sheriff's Department in enforcing vehicle code violations on State Route 1 within the City of Malibu, provided by the CHP West Valley Area office. The City of Malibu also agrees to reimburse the CHP for the cost of one sergeant to oversee and manage the program, and for any court overtime costs incurred from citations and arrests within the City of Malibu made by members of the task force.
  - A. CHP West Valley Area office shall provide three (3) full time officers and one (1) sergeant for an estimated ten (10) hours per week.
  - B. The services to be performed by the CHP Peace Officers under this Agreement, including the standards of performance, discipline and control thereof, shall be the responsibility of CHP.

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, can be requested and/or on an "as needed" basis and must be mutually agreed upon by the local CHP command and the City of Malibu.

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

<small>STATE AGENCY</small> <b>Department of California Highway Patrol</b>		<small>CONTRACTEE</small> <b>City of Malibu</b>	
<small>NAME</small> <b>Lt. Matthew Zane</b>		<small>NAME</small> <b>Susan Dueñas, Public Safety Director</b>	
<small>TELEPHONE NUMBER</small> <b>(818) 888-0980</b>	<small>EMAIL</small> <b>matthew.zane@chp.ca.gov</b>	<small>TELEPHONE NUMBER</small> <b>(310) 456-2489 ext. 313</b>	<small>EMAIL</small> <b>sduenas@malibucity.org</b>

Direct all inquiries to:

<small>STATE AGENCY</small> <b>Department of California Highway Patrol</b>		<small>CONTRACTEE</small> <b>City of Malibu</b>	
<small>SECTION/UNIT</small> <b>Business Services Section/Contract Services Unit</b>		<small>SECTION/UNIT</small> <b>Public Safety Department</b>	
<small>ATTENTION</small> <b>Tessa Gomez</b>		<small>ATTENTION</small> <b>Susan Dueñas, Public Safety Director</b>	
<small>ADDRESS</small> <b>601 N. 7<sup>th</sup> Street, Sacramento, CA 95811</b>		<small>ADDRESS</small> <b>23825 Stuart Ranch Road, Malibu, CA 90265</b>	
<small>TELEPHONE NUMBER</small> <b>(916) 843-3610</b>	<small>EMAIL</small> <b>tegomez@chp.ca.gov</b>	<small>TELEPHONE NUMBER</small> <b>(310) 456-2489 ext. 313</b>	<small>EMAIL</small> <b>sduenas@malibucity.org</b>

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. The CHP shall provide City of Malibu with an itemized invoice which details all CHP costs for law enforcement services provided under this Agreement. Monthly itemized invoices will be submitted in duplicate to:

City of Malibu  
23825 Stuart Ranch Road  
Malibu, CA 90265

Attn: Susan Dueñas, Public Safety Director  
Phone: (310) 456-2489 ext. 313

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

- B. In consideration for the services contained herein, City of Malibu agrees to reimburse the CHP upon receipt of an itemized invoice. City of Malibu agrees to reimburse the CHP for the actual hours worked at the time services are provided for the rates listed below. 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, City of Malibu agrees to pay the increased rate. The following information is the CHP Peace Officer rates effective Fiscal Year 22/23, until superseded:

<u>CLASSIFICATION</u>	<u>RATES</u>
CHP Officer	\$26,333.00 per month
CHP Officer Overtime	\$113.58 per hour
CHP Motorcycle Sergeant	\$242.58 per hour
CHP Motorcycle Sergeant Overtime	\$143.68 per hour
CHP Automobile	\$ 1.51 per mile
CHP Motorcycle	\$ 1.43 per mile

## **GENERAL TERMS AND CONDITIONS - MODIFIED**

### EXHIBIT C

#### 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, if required. Contractor 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 Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor 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. Contractor 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. Contractor 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, Contractor 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: The City of Malibu agrees, to the extent permitted by law, to indemnify and hold harmless the CHP against and from any claims, demands, suits, or actions for personal injury, death, loss, and/or property damage caused by the City of Malibu during CHP's performance of this Agreement. The City of Malibu's duties hereunder are expressly limited to the acts or omissions of the City and/or its employees and specifically exclude claims arising from and/or related to the CHP and its employees' own negligence or willful misconduct, including but not limited to claims involving vehicle chases, shootings, excessive force, allegations of sexual assault, and/or other actions or inactions law enforcement actions taken by CHP and its employees in the performance of services under this Agreement.

To the extent any claim falls within the City of Malibu's indemnity obligation herein, 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.

Notwithstanding anything to the contrary in this Agreement, in no event shall the aggregate liability of City of Malibu to CHP for any damages, losses, or costs of any kind arising out of or related to this Agreement exceed the amount of \$1,000,000. This liability cap is the City of Malibu's total potential liability in the aggregate and shall not in any manner be exceeded, no matter how many claims, counterclaims, causes of action, suits, or demands may be asserted.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. 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.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. The CHP and City of Malibu 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 City of Malibu, agree that this Agreement may be amended by written mutual consent of the parties hereto.
4. Unforeseen events may require CHP officer(s) to expend hours in excess of the original estimate. Any costs in excess of the original estimated amount will be processed by appropriate amendment to the Agreement, to reflect the actual costs incurred.
5. 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.
6. City of Malibu 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 and records and supporting documentation pertaining to the performance of this Agreement. City of Malibu 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 of Malibu 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 of Malibu 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 CCR Title 2, Section 1896).
7. The City of Malibu agrees to provide CHP with a resolution, motion, order or ordinance of the governing body, which authorizes execution of this Agreement, and indicates the individual who is authorized to sign the Agreement on behalf of City of Malibu.