

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS
OF SAN BERNARDINO COUNTY
AND RECORD OF ACTION**

April 8, 2025

FROM

NOEL CASTILLO, Director, Department of Public Works - Transportation

SUBJECT

Reimbursable Letter of Agreement Template with the State of California Department of California Highway Patrol to Provide Uniformed Personnel with Patrol Vehicles for Traffic Enforcement

RECOMMENDATION(S)

1. Approve the use of a Reimbursable Letter of Agreement Template with the State of California Department of California Highway Patrol, including non-standard terms, to provide uniformed personnel, with patrol vehicles, for traffic enforcement throughout San Bernardino County unincorporated areas, on an as-needed basis, for a total amount not to exceed \$450,000, for the period of April 8, 2025 through May 30, 2030.
2. Authorize the Director of Public Works to execute and submit Reimbursable Letter of Agreements for service requests related to Recommendation No.1, to the California Department of California Highway Patrol for traffic enforcement services in the San Bernardino County unincorporated areas as needed, provided that each individual service request does not exceed \$50,000 or the duration of 90 days.

(Presenter: Noel Castillo, Director, 387-7906)

COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES

Pursue County Goals and Objectives by Working with Other Agencies.

Provide for the Safety, Health and Social Service Needs of County Residents.

FINANCIAL IMPACT

Approval of this item will not result in the use of Discretionary General Funding (Net County Cost). The Department of Public Works (Department) is funded by Gas Tax revenue, fees, and other state, federal, and local funding. The Department shall reimburse the California Department of California Highway Patrol (CHP) a total amount not to exceed \$450,000, for a five-year period, for increased traffic enforcement services in the San Bernardino County (County) unincorporated areas. Reimbursement shall be funded with Gas Tax revenue administered by the Department. Sufficient appropriation and revenue are included in the 2024-25 Road Operations budget (6650002000 – 02H15080, 02H15197) and will be included in future recommended budgets.

BACKGROUND INFORMATION

On October 6, 2020 (Item No. 30), the Board of Supervisors (Board) approved and authorized the Director of the Department of Public Works to sign and submit the Reimbursable Letter of Agreement with CHP (CHP Agreement No. 20R850000), for CHP to provide uniformed personnel with patrol vehicles for traffic control throughout the unincorporated areas of the County, to make motorists aware of the speed of which they travel and adhere to the posted

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speed limits. This Reimbursable Letter of Agreement was approved for the period of October 6, 2020, through October 5, 2022, in a not to exceed amount of \$45,000.

On September 12, 2023 (Item No. 53), the Board approved a Standard Agreement No. 23-1015 with CHP to provide traffic patrol and enforcement related services, for a not to exceed amount of \$180,000, for the term of March 1, 2023 through February 28, 2025.

Approval of this Reimbursable Letter of Agreement Template (Template) will establish a new term for CHP services, enabling the Department to continue to utilize the traffic enforcement services and will expedite and streamline future requests for traffic enforcement services on County-maintained roads. Under this Agreement, CHP will provide uniformed personnel with patrol vehicles for traffic control in unincorporated areas of the County from April 8, 2025, through May 30, 2030. Individual Reimbursable Letter of Agreements, for service request under this Template, shall not exceed \$50,000 or the duration of 90 days.

Due to increased traffic and the number of Department road construction projects, the Department finds it necessary to utilize the CHP traffic control and enforcement services throughout the County's unincorporated areas to ensure the safety of motorists and Department staff during road construction projects.

The CHP's Template contains the following terms and conditions that are not consistent with the County's standard term regarding indemnification and omits the County's standard insurance requirements:

1. The Template requires the County indemnify, defend, hold harmless, and reimburse CHP for any claims or damages, including attorney's fees, arising from this Agreement, even if partially due to CHP's negligence.
 - The County standard contract does not include any indemnification or defense by the County of another party.
 - Potential Impact: By agreeing to indemnify CHP, the County could be contractually waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against CHP without such limitations and the County would be responsible to defend and reimburse CHP for costs, expenses, and damages, which could exceed the total contract amount.
2. The Template does not include a reciprocal indemnity provision requiring CHP to indemnify, defend, hold harmless, and reimburse the County for any claims or damages, including attorney's fees, arising from this Agreement, even if partially due to County's negligence.
 - The County standard contract general indemnity provision requires a contracting party to indemnify, defend, and hold County harmless from third party claims arising out of the acts, errors or omissions of any person.
 - Potential Impact: CHP is not required to defend, indemnify or hold the County harmless from any claims, including indemnification for claims arising from CHP's negligent or intentional acts. If the County is sued for any claim, in connection with CHP and the Agreement, the County may be solely liable for the costs of defense and damages, which could exceed the total contract amount.

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3. The Template does not require CHP to meet the County's insurance standards.
 - The County standard contract requires contracting parties to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department.
 - Potential Impact: The Template does not include County standard insurance requirements. This means that the County has no assurance that CHP will be financially responsible for claims that may arise from the Agreement, which could result in expenses to the County that exceed the total contract amount.
4. The Template allows CHP to cancel the services in the event a disaster or unforeseen emergency occurs without prior notice by CHP to the County. Should the Department invoke the Template cancellation, it must be made within 24 hours prior to a scheduled CHP assignment.
 - The County's standard contract provides for written notice of cancellation and the County's right to terminate the contract, for any reason, with a thirty (30) day written notice of termination without any obligation other than to pay amounts for services rendered and expenses reasonably incurred prior to the effective date of termination.
 - Potential Impact: In the event of a disaster or unforeseen emergency occurs, CHP can cancel the Template without notice to written County. There is no termination for convenience provision. Upon any cancelation of a service request within 24 hours, CHP may assess cancellation fee and assessment of overtime hours for each assigned uniformed officer.

The Department recommends the approval of the Template, including the non-standard terms, in order to establish a new term for CHP services for continued traffic enforcement services, and expediting and streamlining future requests for traffic enforcement services on County-maintained roads.

PROCUREMENT

Not Applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Aaron Gest, Deputy County Counsel, 387-5455, on April 3, 2025; Risk Management (Gregory Ustaszewski, Staff Analyst II, 386-9008) on March 27, 2025; Finance (Kathleen Gonzalez, Administrative Analyst, 387-5412) on March 27, 2025; and County Finance and Administration (Paloma Hernandez-Barker, Deputy Executive Officer, 387-5423) on March 27, 2025.

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Record of Action of the Board of Supervisors
San Bernardino County

APPROVED (CONSENT CALENDAR)

Moved: Joe Baca, Jr. Seconded: Curt Hagman
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY 
DATED: April 8, 2025



cc: File - Transportation w/attach
CCM 04/11/2025