



San Bernardino County

Legislation Text

File #: 3000, Agenda Item #: 30

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

October 6, 2020

FROM

LUTHER SNOKE, Interim Director, Department of Public Works - Transportation

SUBJECT

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

RECOMMENDATION(S)

1. Approve the use of a Reimbursable Letter of Agreement (Agreement) with the State of California Department of California Highway Patrol (CHP) to provide uniformed personnel with patrol vehicles for traffic enforcement throughout the County of San Bernardino (County) unincorporated areas, on an as-needed basis, for the period of October 6, 2020 through October 5, 2022, for a total not-to-exceed amount of \$45,000.
2. Authorize the Director and/or Interim Director of Public Works, or his/her designee, to sign and submit Agreements to the CHP for traffic enforcement services in the County's unincorporated areas as needed.
(Presenter: Brendon Biggs, Assistant 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, fee revenue and other state and local funding. The Department shall reimburse the CHP a maximum amount of \$45,000 for a two-year period, for increased traffic enforcement services in the County's unincorporated areas. Reimbursement shall be funded with Gas Tax revenue administered by the Department. Sufficient appropriation and revenue are included the Department's 2020-21 Road Operations budget (6640002000 02H15080).

BACKGROUND INFORMATION

The Department, CHP, and the County's Sheriff Department have had multiple discussions regarding an increase in traffic within the County's unincorporated areas. The Department would like to provide additional enforcement of the regulated speed limits of the County maintained roads, and has requested the assistance of the CHP. The agencies agree additional traffic enforcement beyond the normal scheduled service is needed and recommends the CHP lead the effort. The CHP and the Sheriff's Department have previously agreed, informally, to utilize the CHP for traffic enforcement in the Lytle Creek area due to an increase in traffic, and further recommends utilizing these services in other unincorporated areas of the County.

The traffic enforcement service is needed to make motorists aware of the speed of which they travel and to adhere to the posted speed limits. Approval of this Agreement would allow the Department to utilize the traffic enforcement service immediately and will expedite future traffic enforcement services needed for County maintained roads.

The CHP's Agreement contains the following term that is not consistent with the County's standard term regarding indemnification:

"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. County 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. County 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 County thereunder."

The County's standard terms do not require the County to indemnify the vendor under any circumstances. By agreeing to defend and indemnify the CHP during the performance of the Agreement, the County could be waiving the protection of sovereign immunity. Claims that may otherwise be barred against the County, time limited, or expense limited could be brought against the CHP and the County would be responsible for defending and reimbursing the CHP for costs, expenses, and damages which could exceed the amount of the agreement.

Additionally, the Agreement may be cancelled by the CHP in the event a disaster or unforeseen emergency occurs. Should the County invoke the Agreement cancellation, it must be made within 24 hours prior to a scheduled CHP assignment.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Suzanne Bryant, Deputy County Counsel, 387-5455) on September 18, 2020; Finance (Jessica Trillo, Administrative Analyst, 387-4222) on September 21, 2020; and County Finance and Administration (Matthew Erickson, County Chief Financial Officer, 387-5423) on September 22, 2020.