



EL DORADO COUNTY BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL
Meeting of October 31, 2006

AGENDA TITLE: California Highway Patrol – Reimbursable Services Agreement - Traffic Control Services (County AGMT 06-1019)

DEPARTMENT: Transportation	DEPT SIGNOFF: 	CAO USE ONLY:  10/19/06
CONTACT: Robert Slater		
DATE: 10/02/2006 PHONE: 5918		

The El Dorado County Department of Transportation recommends your Board of Supervisors: Approve and authorize the Chairman to sign the Reimbursable Services Agreement # AGMT 06-1019 with the California Highway Patrol for Traffic Control Services. Funding for this proposed Agreement is from the 2004 General Plan Traffic Impact Mitigation Fee Program and the State and Federal CIP project funding.

CAO RECOMMENDATIONS: *Recommend approval. Laura S. Gill*
10/20/06
Traffic control services are needed to ensure safety during construction of road improvements, particularly the U.S. 50/ Missouri Flat Road interchange reconstruction.

Financial impact? (X) Yes () No	Funding Source: () Gen Fund (X) Other Other: 2004 General Plan TIM Fee Program
BUDGET SUMMARY:	CAO Office Use Only:
Total Est. Cost \$290,000	4/5's Vote Required () Yes (X) No
Funding	Change in Policy () Yes (X) No
Budgeted* \$60,000	New Personnel () Yes (X) No
New Funding _____	CONCURRENCES:
Savings _____	Risk Management <input checked="" type="checkbox"/>
Other* \$230,000	County Counsel <input checked="" type="checkbox"/>
Total Funding \$290,000	Other _____
Change in Net County Cost 0	

***Explain \$60,000 budgeted in FY 06/07, \$140,000 will be budgeted in FY 07/08 & \$90,000 in FY 08/09**

BOARD ACTIONS:

Vote: Unanimous _____ Or _____ Ayes: _____ Noes: _____ Abstentions: _____ Absent: _____ <small>Rev. 04/05</small>	I hereby certify that this is a true and correct copy of an action taken and entered into the minutes of the Board of Supervisors Date: _____ Attest: Cindy Keck, Board of Supervisors Clerk By: _____
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MAINTENANCE DIVISION:
2441 Headington Road
Placerville CA 95667
Phone: (530) 642-4909
Fax: (530) 642-9238

RICHARD W. SHEPARD, P.E.
Director of Transportation

Internet Web Site:
<http://co.el-dorado.ca.us/dot>

MAIN OFFICE:
2850 Fairlane Court
Placerville CA 95667
Phone: (530) 621-5900
Fax: (530) 626-0387



October 2, 2006

Board of Supervisors
330 Fair Lane
Placerville, California 95667

Title: California Highway Patrol – Reimbursable Services Agreement - Traffic Control Services (County AGMT 06-1019)

Meeting Date: October 31, 2006

Supervisor/District: All Districts

Dear Members of the Board:

Recommendation:

The El Dorado County (County) Department of Transportation (Department) recommends your Board of Supervisors (Board): Approve and authorize the Chairman to sign the Reimbursable Services Agreement # AGMT 06-1019 with the California Highway Patrol (CHP) for Traffic Control Services.

Reason for Recommendation:

Pursuant to the El Dorado County Charter, Article II, Section 210 b (6), the County may enter into any Contract or Agreement in cases where the Agreement is with or among any other governmental entities or agencies.

Traffic Control Services will be necessary to ensure safety during specified stages of the Department's upcoming Capital Improvement Program (CIP) projects. The work is very intermittent, typically requiring the hiring of off-duty officers. One of the major projects that the Department anticipates requesting traffic control for is the US 50/Missouri Flat Road Interchange reconstruction. Budgets for CIP projects include funds for this purpose.

Although the El Dorado County Sheriff's Department has classifications that could perform these types of services, the anticipated construction activity requiring traffic control takes place within the State of California's right-of-way and is the responsibility of the CHP. If a project does occur in a location that is within the jurisdiction of the Sheriff's Department, nothing in the Agreement precludes the use of the County's own resources, should they be available.

The El Dorado County Deputy Sheriffs Association, Law Enforcement Unit, has been notified of this Agreement.

Fiscal Impact:

The proposed Agreement is for the term November 15, 2006 through November 14, 2008, for an amount not to exceed \$290,000.00. The Department budgeted \$60,000 in FY 06/07 and will budget \$140,000 in FY 07/08 and \$90,000 in FY 08/09. The funding source for this proposed Agreement is from the 2004 General Plan Traffic Impact Mitigation Fee Program and State and Federal CIP project funding.

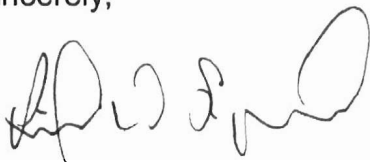
Net County Cost:

There is no cost to the County's General Fund.

Action to be Taken Following Approval:

1. The Board Chairman will sign two originals of CHP – Reimbursable Services Agreement -Traffic Control Services (County AGMT 06-1019) and return them to the Department.
2. The Board Clerk shall provide a copy of the Minute Order to the Department.
3. Upon receipt of the two originals of CHP - Reimbursable Services Agreement (County AGMT 06-1019), the Department will forward both originals to the CHP for approval.
4. Upon receipt of the fully-executed original Agreement from the CHP, the Department will forward it to the Board Clerk and retain a copy for its files.

Sincerely,



Richard W. Shepard, P.E.
Director of Transportation

As-Needed Traffic Control and Enforcement

CONTRACT ROUTING SHEET

PROCESSING DEPARTMENT:

Department: Transportation
Dept. Contact: Tim Prudhel
Phone: x5974
Department Head
Signature: *T. Prudhel* 09.22.06
Tim C. Prudhel
Contract Services officer

CONTRACTOR:

Name: California Highway Patrol
Address: 3031 LoHi Way
Placerville CA 95667-1417
Phone: (530) 622-1110

DATE RECEIVED
BY
COUNTY COUNSEL

CONTRACTING DEPARTMENT: Transportation

Compliance with Human Resources requirements? Yes: X No:

Compliance verified by: Contract Notification Sent 09/15/06. HR response received 9/26/06;

David Molina required a courtesy notification to the Deputy Sheriff's Association, Law Enforcement Unit (DSEA). Notification was sent to DSEA on 10/16/06.

COUNTY COUNSEL: (must approve all contracts and MOUs)

Approved: ✓ Disapproved: Date: 9/27/06 By: *Jan Beck*
Approved: Disapproved: Date: By:

ASSIGNMENT
DATE: 09/25/06
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Please forward to Risk Management upon approval.

Index Code: 306500

User Code: 25000A

RISK MANAGEMENT: (All contracts and MOUs except boilerplate grant funding agreements)

Approved: ✓ Disapproved: Date: 9/28/06 By: *J. Stoll*
Approved: Disapproved: Date: By:

SEP 28 2006

OTHER APPROVAL (Specify department(s) participating or directly affected by this contract)

Department(s):
Approved: Disapproved: Date: By:
Approved: Disapproved: Date: By:

DATE RECEIVED
BY
COUNTY COUNSEL

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
COUNTY OF EL DORADO
REIMBURSABLE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 31st day of October 2006, by and between the State of California, acting by and through Department of California Highway Patrol, hereinafter called CHP, and the County of El Dorado, a political subdivision of the State of California, hereinafter called County.

WITNESSETH: By and in consideration of the covenants and conditions herein contained, CHP and County do hereby agree as follows:

1. When traffic control is required, CHP agrees to provide uniformed personnel with motorcycles and/or patrol vehicles to assist with the traffic control needs of various county construction projects within the vicinity of El Dorado County, as requested via phone, fax, or email by Contract Administrator or designee.
2. The term of this Agreement is November 15, 2006 through November 14, 2008.
3. At the request of County, CHP Placerville Area office shall provide CHP officer(s) with vehicles and coordinate all traffic control. Should the CHP Placerville Area be unable to fill the necessary staffing for each event, the shortage of CHP Officers will be utilized from out-of-Area uniformed personnel.
4. Notice to Parties: All notices to be given to Contract Coordinators for this Agreement, as listed below, shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notice to County shall be in duplicate and shall be addressed as follows (or to such location as County directs).

Department of California Highway Patrol
CHP Placerville Area
Officer Sean Ricci
3031 LoHi Way
Placerville, CA 95667-1417
Bus. (530) 622-1110
Fax (530) 621-0139
Email sricci@chp.ca.gov

County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Robert S. Slater, Deputy Director, Engineering
Bus. (530) 621-5918
Fax (530) 626-0387
Email bslater@co.el-dorado.ca.us

With a Copy to:
County of El Dorado
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Tim C. Prudhel
Contract Services Officer
Bus. (530)621-5974
Fax (530)295-1632
Email tprudhel@co.el-doradoi.ca.us

5. The hours of duty performed by CHP officer(s) under this Agreement are those mutually agreed upon by CHP contract coordinator or designee and County's contract administrator or designee. 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 County.
6. The traffic control service 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.
7. The CHP and County agree this Agreement may be canceled by either party with thirty (30) days advance written notice.
8. In the event of an emergency, this Agreement may be canceled by either party without prior notice.
9. Should CHP officer(s) report to the assigned detail location and if for any reason CHP reassigns the officer(s) away from the detail, County shall be billed only for the officer(s) actual time incurred from CHP Area office to the service location and for the time spent at the assigned detail location covered under this Agreement.
10. The CHP and County agree that this Agreement may be amended by written mutual consent of the parties hereto.
11. This Agreement includes hourly usages and anticipated mileage.

The following is for estimation purposes only:

Cumulative Hours (includes Sergeant[s] Officer[s] and Motor Officer[s]):	4590 hours
Vehicle car mileage:	@ .52 per mile
Motorcycle mileage:	@ .91 per mile

12. In consideration of the above services and upon receipt of an itemized invoice, County agrees to reimburse CHP for the actual costs in effect at the time services are provided.

Any increases in overhead, mileage, damaged uniforms, privately owned safety equipment, salaries and benefits are governed by collective bargaining agreement and/or statute. In the event of a rate increase, County will be notified through the process of an appropriate amendment to the Agreement, to reflect the actual costs incurred.

The following information are the CHP officer overtime rates and vehicle mileage effective Fiscal Year 06/07, until superseded:

<u>CLASSIFICATION</u>	<u>OVERTIME RATE</u>
CHP Officer	\$63.18 per hour
CHP Sergeant	\$76.25 per hour
M/C Officer	\$65.45 per hour
M/C Sergeant	\$79.01 per hour
CHP Automobile	\$00.52 per mile
CHP Motorcycle	\$00.91 per mile

13. 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.
14. The total amount of this Agreement shall not exceed \$290,000.00, except as specified in Paragraph 12.
15. The County agrees that additional charges, which are directly related to the services provided, may assessed for CHP supplies, additional equipment utilized, damage to uniforms, or property repaired or replaced at CHP expense.
16. It is understood by County 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 Paragraph 9.
17. The CHP shall provide County with an itemized invoice which details all CHP costs for traffic control services under this Agreement. The County agrees to pay CHP within thirty (30) days after the date of the invoice.
18. OTHER REQUIREMENTS

If the CHP officer(s) has reported to the assigned location and has worked less than four (4) hours, County 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 are part of an extended shift.

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, County 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.

19. CANCELLATION

The County shall not be charged for cancellations made more than 24 hours prior to the scheduled assignment.

- a. The County agrees that if cancellation is made within 24 hours prior to the scheduled assignment and the assigned CHP officer(s) cannot be notified of such cancellation, a minimum of four (4) hours overtime shall be charged for each assigned CHP officer.
- b. The County agrees that if cancellation is made within 24 hours prior to the scheduled assignment and CHP officer(s) is notified of such cancellation, County shall only be charged a short notice cancellation fee of \$50.00 per assigned CHP officer(s).
- c. All 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.
- d. The CHP agrees to made reasonable efforts to notify the assigned CHP officer(s) of the cancellation.

- 20. 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.
- 21. The County 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 County.
- 22. The County Officer or employee with responsibility for administering this Agreement is Robert S. Slater, Deputy Director, Engineering, Department of Transportation, or successor.

REQUESTING DEPARTMENT CONCURRENCE:



RICHARD W. SHEPARD, P.E.
Director of Transportation

STATE OF CALIFORNIA
Department of California Highway Patrol

COUNTY OF EL DORADO

R. O. VARGAS
Administrative Services Officer

Board of Supervisors
"County"

Date

Date

245 – Placerville Area
CHP Location Code

Attest:
CINDY KECK
Clerk of the Board of Supervisors

Deputy Clerk

Date

Department of California Highway Patrol
Business Services Section
Contract Services Unit
P.O. Box 942898
Sacramento, CA 94298-0001
(916) 375-2965

Billing Address
County of El Dorado County
Department of Transportation
2850 Fairlane Court
Placerville, CA 95667
Attn.: Robert S. Slater
(530) 621-5918