

## STAFF REPORT

**SUBJECT:** Freeway Service Patrol Memorandum of Understanding

**MEETING DATE:** January 19, 2006

**AGENDA ITEM:** 12 B

**STAFF CONTACT:** John Asuncion

### RECOMMENDATION:

Approve Freeway Service Patrol Memorandum of Understanding with the California Department of Transportation and the California Highway Patrol.

### DISCUSSION:

Prior to implementation of a Freeway Service Patrol program the local agency running the program must agree to a Memorandum of Understanding (MOU) with the California Department of Transportation (Caltrans) and the California Highway Patrol (CHP). The MOU specifies the roles and responsibilities for all three government agencies involved with the program. A brief list of the roles and responsibilities discussed in the MOU for SBCAG, Caltrans, and CHP is listed below:

#### Caltrans

- Provide a portion of funding for the FSP program and the resources needed by the CHP to carry out CHP responsibilities.
- Supply all reasonable information required for evaluation of the FSP effectiveness in reducing congestion, accidents, and improving air quality.

#### CHP

- Daily field supervision and oversight of the tow contractors' services and the quality of those services.
- Dispatch FSP vehicles based on information regarding the need for services received at the CHP Ventura Communications Center.
- Provide training to all FSP contractors and operators
- Investigate complaints from the public regarding FSP contractor/operator conduct and operation and will further report to SBCAG and CALTRANS via the Technical Advisory Committee its findings and appropriate action taken.
- Perform all necessary driver's license and background checks on all FSP owners, operators and drivers.

#### Member Agencies

Buellton ■ Carpinteria ■ Goleta ■ Guadalupe ■ Lompoc ■ Santa Barbara ■ Santa Maria ■ Solvang ■ Santa Barbara County

- Inspect all tow trucks prior to the start of a new contract and perform inspections on an as needed basis.
- Within 10 working days of receipt, CHP shall audit contractors' monthly invoices for accuracy and transmit the invoices to SBCAG for payment.

**SBCAG:**

- Provide a portion of the funding for the FSP program
- Develop, advertise, award and administer FSP contracts
- Periodically provide FSP statistics for use by all three agencies.

**Joint responsibilities:**

- Caltrans, SBCAG, and CHP shall jointly and cooperatively define the FSP program, as well as the appropriate FSP level of service and the equipment requirements necessary to operate and manage the program.
- CHP and Caltrans may only use the FSP program system within the limits of the FSP operators' contracts and resources available for traffic system management purposes, as described in this agreement. The prime purpose will be for incident removal and service.
- Caltrans, SBCAG and CHP shall provide representation for the FSP Technical Advisory Committee which will guide program development, implementation, operation, evaluation and public relations.

The attached MOU has already been signed by CHP and Caltrans. The MOU is a standard Freeway Service Patrol MOU and is currently used by new FSP programs in San Bernardino County and Placer County.

**COMMITTEE REVIEW:**       None

**ATTACHMENT:**       Freeway Service Patrol Memorandum of Understanding

# **ATTACHMENT A**

## **DEPARTMENT OF TRANSPORTATION, CALIFORNIA HIGHWAY PATROL and SANTA BARBARA COUNTY ASSOCIATION OF GOVERNMENTS**

### **MEMORANDUM OF UNDERSTANDING REGARDING OPERATION OF A FREEWAY SERVICE PATROL PROGRAM**

This Memorandum of Understanding is entered into this 19<sup>th</sup> day of January 2006, by and between the State of California, as represented by and through the Department of Transportation (hereinafter CALTRANS), and the California Highway Patrol (hereinafter CHP), and the Santa Barbara County Association of Governments (hereinafter SBCAG).

#### **GENERAL**

This Memorandum of Understanding (MOU) pertains to the development and operation of a Freeway Service Patrol (FSP) program in the Santa Barbara County area as related to the State of California's congestion management strategies. FSP will assist in transportation system management efforts, provide traffic congestion relief, reduce traffic accidents and expedite the removal of freeway impediments, all of which will have the added benefit of improving air quality.

The FSP activities shall be integrated with the existing incident and traffic management operations to maximize public benefit.

Section 2401 of the California Vehicle Code (CVC) states that the Commissioner of the California Highway Patrol shall make adequate provisions for patrol of the highway at all times of the day and night. This section is interpreted to mean that the Commissioner is given broad discretion in determining the means of providing adequate patrol, including the use of FSP vehicles.

Section 21718(a)(7) of the CVC is a provision which specifically allows the CHP to be responsible for FSP stopping on freeways for the purpose of rapid removal of impediments to traffic.

Article 3, Section 90, of the Streets and Highways Code, states that CALTRANS shall have possession and control of all state highways.

Article 3, Section 91, of the Streets and Highways Code, states that CALTRANS has the responsibility to improve and maintain the state highways. CALTRANS also has the responsibility for traffic system management and removing impediments from the highways.

Article 3, Section 92, of the Streets and Highways Code, states that CALTRANS may do any act necessary, convenient or proper for the construction, improvement, maintenance, or use of all highways which are under its jurisdiction, possession, or control.

Together, the CHP and CALTRANS have agreed to operate jointly Transportation Management Centers (TMC) and FSP programs to improve the efficiency of the transportation system and to expedite the removal of vehicles that are stranded or disabled on urban freeways.

SBCAG and CALTRANS are responsible for entering into a fund transfer agreement which includes provision for the transfer of funds to SBCAG to help fund the FSP contracts.

This MOU constitutes an operational guide to the obligations, responsibilities, and goals of the parties involved. It is not intended to authorize funding, nor is it a legally binding contract. Funding commitments are covered by the above referenced fund transfer agreement by and between CALTRANS and SBCAG.

## **I. CALTRANS RESPONSIBILITIES:**

- A. CALTRANS shall provide a portion of funding for the Santa Barbara County FSP program, as provided in the CALTRANS/SBCAG fund transfer agreement, and the resources needed by the CHP to carry out CHP responsibilities.
- B. CALTRANS shall supply all reasonable information required for evaluation of the FSP effectiveness in reducing congestion, accidents, and improving air quality.

## **II. CHP RESPONSIBILITIES:**

- A. CHP shall be responsible for all necessary daily field supervision and oversight of the tow contractors' services and the quality of those services.
- B. CHP shall dispatch FSP vehicles based on information regarding the need for services received at the CHP Ventura Communications Center and within the FSP contractors' scope of services and shall record the information on the CHP Computer Aided Dispatch (CAD) system.
- C. CHP shall provide training to all FSP contractors and operators. This shall include training materials. The FSP contractors and operators shall be trained prior to providing FSP service, with training updates occurring on an as needed basis.
- D. The CHP shall investigate complaints from the public regarding FSP contractor/operator conduct and operation and will further report to SBCAG and CALTRANS via the Technical Advisory Committee (See Article IV.C.1) its findings and appropriate action taken.
- E. CHP shall perform all necessary driver's license and background checks on all FSP owners, operators and drivers.
- F. CHP shall inspect all tow trucks prior to the start of a new contract and will perform inspections on an as needed basis.
- G. Within 10 working days of receipt, CHP shall audit contractors' monthly invoices for accuracy and transmit the invoices to SBCAG for payment.

## **III. SBCAG RESPONSIBILITIES:**

- A. SBCAG shall provide a portion of the funding for the FSP program as provided in the CALTRANS/SBCAG fund transfer agreement, including any later amendments.
- B. SBCAG shall develop, advertise, award and administer the FSP contracts for the Santa Barbara County FSP Program.
- C. SBCAG, using data supplied by CALTRANS and the CHP, shall periodically provide FSP statistics for use by all three agencies.

#### **IV. JOINT RESPONSIBILITIES:**

- A. CALTRANS, SBCAG, and CHP shall jointly and cooperatively define the FSP program, as well as the appropriate FSP level of service and the equipment requirements necessary to operate and manage the program.
- B. CHP and CALTRANS may only use the FSP program system within the limits of the FSP operators' contracts and resources available for traffic system management purposes, as described in this agreement. The prime purpose will be for incident removal and service.
- C. CALTRANS, SBCAG and CHP shall provide representation for the FSP Technical Advisory Committee which will guide program development, implementation, operation, evaluation and public relations.
  - 1. The Technical Advisory Committee shall consist of representatives from SBCAG, CHP, CALTRANS and when appropriate, nonvoting representatives from the FSP contractors. The Technical Advisory Committee shall meet every two months or on an as needed basis.

#### **V. CROSS INDEMNIFICATION**

- A. Neither CHP or CALTRANS (STATE) nor any officer or employee thereof is responsible for any damage or any liability occurring by reason of anything done or omitted to be done by SBCAG under or in connection with any work, authority, or jurisdiction delegated to SBCAG under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, SBCAG shall fully defend, indemnify and save harmless the STATE, and all its officers and employees, from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by SBCAG under or in connection with any work, authority, or jurisdiction delegated to SBCAG under this Agreement.
- B. Neither SBCAG nor any officer or employee thereof is responsible for any damage or any liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement. It is understood and agreed that, pursuant to Government Code Section 895.4, STATE shall fully defend, indemnify and save harmless SBCAG, and all its officers and employees, from all claims, suits or actions of every name, kind and description brought for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority, or jurisdiction delegated to STATE under this Agreement.

#### **VI. EXECUTION IN COUNTERPARTS.**

This MOU may be executed in one or more counterparts, and when all the parties have signed such counterparts, it shall constitute a duplicate original.

**SANTA BARBARA COUNTY  
ASSOCIATION GOVERNMENTS**

BY: \_\_\_\_\_  
Joe Centeno, Chair

**REVIEWED AND RECOMMENDED  
FOR APPROVAL:**

BY: \_\_\_\_\_  
Jim Kemp, Executive Director

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Kevin Ready, SBCAG Counsel

**CALIFORNIA DEPARTMENT OF  
TRANSPORTATION**

BY: \_\_\_\_\_  
Gregg Albright, District 5 Director

**CALIFORNIA HIGHWAY PATROL:**

BY: \_\_\_\_\_  
R.J. Blackwell, Chief  
Coastal Division