

**DEPARTMENT OF TRANSPORTATION
CALIFORNIA HIGHWAY PATROL
AND
FRESNO COUNCIL OF GOVERNMENTS**

**MEMORANDUM OF UNDERSTANDING
REGARDING THE FREEWAY SERVICE PATROL PROGRAM**

This Memorandum of Understanding (MOU) is entered into on this _____ day of _____, 2014 by and between the State of California, as represented by and through the Department of Transportation (hereinafter "Caltrans") and the Department of California Highway Patrol (hereinafter "CHP"), and the Fresno Council of Governments (hereinafter "FCOG").

GENERAL

Whereas, the parties hereto entered in a previous MOU on May 29, 1997, and an update to this MOU pertains to the continued development and implementation of a Freeway Service Patrol (FSP) program in the Fresno Metropolitan Area as related to the State of California's congestion management strategies. Assembly Bill 3346 was enacted by the State Legislature, providing funding for Freeway Service Patrols in eligible areas of the State. Application for FSP funds may be made by a public organization established as a public transportation planning agency, and available state funds must be matched by an amount not less than 25% of the state funding. The FCOG, an eligible public transportation planning agency, has elected to continue to institute a FSP program on eligible metropolitan freeway segments, will continue to make yearly application for available state FSP funds, and will provide the required local match. It is the intent of the Director of Caltrans, the Commissioner of the CHP, and the Executive Director of FCOG, that Caltrans, CHP, and FCOG jointly continue the development of a FSP program for the Fresno Metropolitan Area. FSPs 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. Tow service programs called for in Traffic Management Plans (TMP) for major construction projects will be coordinated with the statewide FSP program, assuming appropriate Federal Highway Administration approvals are secured.

Section 2401 of the California Vehicle Code (CVC) states that the Commissioner of the California Highway Patrol (CHP) shall make adequate provisions for patrol of the highways 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 22513(d)(3) of the CVC specifically allows the CHP to be responsible for FSPs stopping on freeways for the purpose of rapid removal of impediments to traffic.

Section 90 of the Streets and Highways Code, states that Caltrans shall have full possession and control of all state highways.

Section 91 of the Streets and Highways Code, states that Caltrans has the responsibility to improve and maintain the state highways.

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.

Caltrans has the responsibility for traffic system management and removing impediments from the highways.

Together, the CHP and Caltrans have agreed to operate jointly Traffic Management Centers (TMCs) 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.

The FCOG and Caltrans will enter into a Fund Transfer Agreement which includes provision for the transfer of funds to FCOG to help fund the FSP contracts. Refer to Caltrans/FCOG Fund Transfer Agreement.

This MOU constitutes solely a guide to the obligations, intentions, and policies of the parties involved. It is not intended to authorize funding or project effort, nor is it a legally binding contract. Funding commitments will be covered by the above referenced Fund Transfer Agreement.

I. CALTRANS RESPONSIBILITIES

A. Caltrans shall provide a portion of funding for the Fresno area FSP program, as provided in the Caltrans/FCOG Fund Transfer Agreement and the resources needed by the CHP to carry out CHP responsibilities.

B. Caltrans shall be responsible for ongoing evaluations and recommendations to the FSP Partners Advisory Committee (See Article IV.C) advising of modifications for operating hours, beat assignment locations and number of trucks per beat to provide more effective levels of service where changes are feasible and beneficial to the program.

C. When necessary, Caltrans will advise the CHP Fresno Communications Center regarding the need for services from information received at the TMC and within the FSP Contractor's scope of services and shall record the information on the incident log system.

D. Caltrans shall develop the FSP impact, evaluation procedures including specification of data needs and methodology to evaluate program benefits. Caltrans shall also gather data and develop a process and criteria for determining motorist (user) satisfaction with the service.

E. If additional funding for a separate consultant contract is made available for evaluation of the FSP program effectiveness, 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. The CHP shall be responsible for all necessary daily field supervision and oversight of the quality of the tow contractor's services.

B. The CHP shall provide training to all FSP contractors and operators. This shall include training personnel and necessary training materials. The FSP contractors and operators shall be trained prior to initiation of service, with training updates occurring on an as-needed basis.

C. The CHP shall dispatch FSP vehicles based on information regarding the need for service received at the CHP Fresno Communications Center or TMC and within the FSP Contractor's scope of services and shall record the information on the incident log system.

D. The CHP shall investigate complaints from the public regarding FSP contractor/operator conduct and operation and will further report to the FCOG and Caltrans via the FSP Partners Advisory Committee (See Article IV.D) its findings and recommendations for appropriate action.

E. The CHP shall perform all necessary driver's license and background checks on all FSP operators.

F. The CHP shall inspect all tow trucks prior to the start of service and will perform inspections on a periodic basis after the start of service.

G. The CHP shall provide to the FCOG and Caltrans a monthly report of FSP-related data.

H. CHP shall be responsible for ongoing evaluations and recommendations to the FSP Partners Advisory Committee (See Article IV.D) advising of modifications for operating hours, beat assignment locations and number of trucks per beat to provide more effective levels of service where changes are feasible and beneficial to the program.

III. FCOG RESPONSIBILITIES

A. The FCOG shall provide a portion of the funding for the FSP program, as provided in the Caltrans/FCOG Fund Transfer Agreement, (including any later amendments).

B. FCOG shall have the option to fund separately a consultant contract for evaluation of the effectiveness of the FSP program to be administered in cooperation with Caltrans and the CHP.

C. FCOG, using data supplied by Caltrans and the CHP, shall periodically provide FSP statistics for use by all three agencies.

D. FCOG shall develop, advertise, award and administer the FSP contract for the Fresno area FSP program.

IV. JOINT RESPONSIBILITIES

A. Caltrans, the FCOG, and CHP shall jointly and cooperatively continue to define the FSP program, as well as the appropriate FSP level of service and the equipment requirements necessary to operate and manage the program, within the limits of available state and local match funding.

B. The CHP and Caltrans may only use the FSP program system within the limits of the FSP operator's contract and resources available for traffic system management purposes, as described in this agreement. The prime purpose will be for incident removal and motorist service.

C. Caltrans, FCOG and CHP, and the FSP tow operator as appropriate, shall provide representation for the FSP Partners Advisory Committee. The FSP Partners Advisory Committee shall meet annually or on an as-needed basis to guide program development, implementation, operation, evaluation and public relations.

D. Caltrans, the FCOG and CHP shall develop a FSP service reporting and verification system for local and statewide purposes, including benefit cost analysis, that lists and describes motorist incident assists.

E. Caltrans and FCOG shall enter into a Fund Transfer Agreement to implement the mutual understandings and intentions as expressed in this MOU.

F. Caltrans, the FCOG and CHP shall develop Standard Operating Procedures for the FSP including vehicle paint scheme, common uniform, communications requirements, and a common logo.

EXECUTION IN COUNTERPARTS

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

SHARRI BENDER-EHLERT Date
District Director
Department of Transportation, D-6

JIM ABRAMES, CHIEF Date
Central Division
California Highway Patrol

TONY BOREN Date
Executive Director
Fresno Council of Governments