



**AGENDA
REGULAR MEETING
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS**

DATE: Thursday, November 20, 2014
3:00 P.M.

LOCATION: Board of Supervisors Chambers, 481 Fourth Street,
Hollister, CA 95023

DIRECTORS: Chair Victor Gomez, Vice Chair Jerry Muenzer,
Tony Boch, Anthony Botelho, and Ignacio Velazquez
Alternates: San Benito County: Jaime De La Cruz;
City of Hollister: Pauline Valdivia; San Juan Bautista: Andy Moore

*Persons who wish to address the Board of Directors must complete a Speaker Card and give it to the Clerk prior to addressing the Board. Those who wish to address the Board on an agenda item will be heard when the Chairperson calls for comments from the audience. Following recognition, persons desiring to speak are requested to advance to the podium and state their name and address. After hearing audience comments, the Public Comment portion of the agenda item will be closed. **The opportunity to address the Board of Directors on items of interest not appearing on the agenda will be provided during Section B. Public Comment.***

3:00 P.M. CALL TO ORDER

- A. ACKNOWLEDGE** Certificate of Posting
- B. PUBLIC COMMENT:** (Opportunity to address the Board on items of interest not appearing on the agenda. No action may be taken unless provided by Govt. Code Sec. 54954.2. **Speakers are limited to 3 minutes.**)

CONSENT AGENDA:

(These matters shall be considered as a whole and without discussion unless a particular item is removed from the Consent Agenda. Members of the public who wish to speak on a Consent Agenda item must submit a Speaker Card to the Clerk and wait for recognition from the Chairperson. Approval of a consent item means approval as recommended on the Staff Report.)

1. **APPROVE** Service Authority for Freeways and Expressways Draft Meeting Minutes Dated September 18, 2014 – Gomez
2. **ADOPT** Resolution No. 14-01 **APPROVING** Agreement No. 14R048014 with the California Highway Patrol for Call Box Answering Services for an Amount Not to Exceed \$400.00 – Lezama

ADJOURN TO MEETING OF THURSDAY DECEMBER 18, 2014. AGENDA DEADLINE IS DECEMBER 9, 2014 AT 12:00 P.M.

In compliance with the Americans with Disabilities Act (ADA), if requested, the Agenda can be made available in appropriate alternative formats to persons with a disability. If an individual wishes to request an alternative agenda format, please contact the Clerk of the Council four (4) days prior to the meeting at (831) 637-7665. The Service Authority for Freeways and Expressways Board of Directors meeting facility is accessible to persons with disabilities. If you need special assistance to participate in this meeting, please contact the Clerk of the Board's office at (831)637-7665 at least 48 hours before the meeting to enable the Council of Governments to make reasonable arrangements to ensure accessibility.

**SAN BENITO COUNTY
SERVICE AUTHORITY FOR FREEWAYS
AND EXPRESSWAYS (SAFE)
MEETING**

September 18, 2014 3:00 P.M.

DRAFT MINUTES

MEMBERS PRESENT:

Chair Gomez, Director Boch, Director Botelho, Director Muenzer, and Director Velazquez

STAFF PRESENT:

Deputy County Counsel, Shirley Murphy; Interim Executive Director, Mary Gilber; Administrative Services Specialist, Kathy Postigo; Transportation Planner, Veronica Lezama; Transportation Planner, Betty LiOwen; Secretary, Monica Gomez

CALL TO ORDER:

Chair Gomez called the meeting to order at 4:34 P.M.

A. Acknowledge Certificate of Posting

Upon a motion duly made by Director Muenzer, and seconded by Director Botelho, the Directors unanimously acknowledged the Certificate of Posting.

B. Public Comment: None

CONSENT AGENDA:

- 1. Approve** Service Authority for Freeways and Expressways Draft Meeting Minutes Dated June 19, 2014 – Gomez
- 2. Approve** Service Authority for Freeways and Expressways FY 2013/14 Fourth Quarter Budget Report – Postigo

There was no discussion or public comment on the Consent Agenda.

Upon a motion duly made by Director Botelho, and seconded by Director Muenze, the Directors approved Items 1 and 2 from the Consent Agenda, with an abstention from Director Velazquez on Item 1.. Vote: 4/0/1 motion passes.

Upon a motion duly made by Director Muenzer, and seconded by Director Botelho, the Directors adjourned the SAFE meeting at 4:35 p.m.

ADJOURN TO SAFE MEETING THURSDAY, OCTOBER 16, 2014.



Staff Report

To: Service Authority for Freeways and Expressways
From: Veronica Lezama, Transportation Planner **Telephone:** (831) 637-7665
Date: November 20, 2014
Subject: Emergency Call Box Program

Recommendation:

ADOPT Resolution No. 14-01 **APPROVING** Agreement No. 14R048014 with the California Highway Patrol for Call Box Answering Services for an Amount Not to Exceed Four Hundred Dollars.

Summary:

The Service Authority for Freeways and Expressways contracts with the California Highway Patrol for call box answering services. Calls made on San Benito County call boxes are answered by the California Highway Patrol answering center. This proposed resolution and agreement continues services with the California Highway Patrol.

Financial Considerations:

Costs associated with agreement No. 11R048013 will be accounted for in the SAFE budget for each fiscal year. The total amount of this Agreement shall not exceed four hundred dollars for a 23-month period.

Background:

The Service Authority for Freeways and Expressways (SAFE) contracts with the California Highway Patrol for call box answering services since the installation of call boxes in 1998. There are a total of 40 call boxes in San Benito County. Four call boxes are located along Panoche Road, eight on Highway 25 north of Hollister and four along Highway 25 south of Hollister, one along Highway 146, six along Highway 101, and 17 along Highway 156.

Staff Analysis:

The Service Authority for Freeways and Expressways (SAFE) currently contract with the California Highway Patrol (CHP) for emergency call box answering services. The CHP answer those calls that are made on San Benito County call boxes and provides central emergency dispatching services. In addition, CHP provides call answering center operators that provide translation services.

By adopting Resolution No. 14 – 01, the Board Directors is authorizing for the Service Authority for Freeways and Expressways (SAFE) to enter into an agreement, No. 14R048014, with the California

Highway Patrol (CHP). The duration of the agreement is for a 23-month period, beginning in January 1, 2015 and expiring December 31, 2016.

Executive Director Review: _____

Counsel Review: Yes

Attachments: 1. Resolution No. 14-01, Exhibit A: Agreement No. 14R048014



San Benito County

Service Authority for Freeways and Expressways

BEFORE THE SAN BENITO COUNTY SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

RESOLUTION OF THE SAN BENITO COUNTY SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS, APPROVING CONTRACT WITH THE CALIFORNIA HIGHWAY PATROL FOR CALL BOX ANSWERING SERVICES (CONTRACT 14R048014) AND AUTHORIZING THE INTERIM EXECUTIVE DIRECTOR TO SIGN THE CONTRACT) RESOLUTION NO. 14-01

WHEREAS, San Benito County Service Authority for Freeways and Expressways (SAFE) desires to enter into contract No. 14R048014, attached hereto and incorporated herein by reference as Exhibit A, with the California Highway Patrol (CHP) for call box call answering services for an amount not to exceed Four Hundred Dollars and No Cents (\$400.00); and

WHEREAS, the SAFE complies with Americans with Disabilities Act (ADA) requirements by providing teletypewriter (TTY)/telecommunication devices for the deaf on all emergency call boxes in San Benito County.

NOW, THEREFORE, BE IT RESOLVED that the San Benito County Service Authority for Freeways and Expressways hereby enters into contract No. 14R048014 with the California Highway Patrol and authorizes the Executive Director to sign it, for and on behalf of the SAFE; and

BE IT FURTHER RESOLVED THAT such authorization is valid from January 1, 2015 through December 31, 2016.

PASSED AND ADOPTED BY THE SAN BENITO COUNTY SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS on this 20th day of November, 2014, by the following vote:

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSENT: DIRECTORS:
ABSTAIN: DIRECTORS:

Victor Gomez, SAFE Chair

ATTEST: Mary Gilbert, Interim Executive Director

APPROVED AS TO LEGAL FORM: San Benito County Counsel

By: _____

By: Shirley L. Murphy, Deputy County Counsel

Dated: _____

Dated: Nov. 13, 2014

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

EXHIBIT A

AGREEMENT NUMBER 14R048014
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of California Highway Patrol (CHP)

CONTRACTEE'S NAME

San Benito County Service Authority for Freeways and Expressways

2. The term of this Agreement is: 1/1/2015 through 12/31/2016

3. The maximum amount of this Agreement is: \$ 400.00 (Four Hundred Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

EXHIBIT A - Agreement Between the Department of California Highway Patrol and San Benito County SAFE	6 pages
EXHIBIT B - CHP/Caltrans Call Box and Motorist Aid Guidelines, incorporated by reference, referred to as "GUIDELINES" and provided by the California Department of Transportation to all SAFE participants	111 pages (Referenced Only)
EXHIBIT C* - General Terms and Conditions (with exception to item #5, Indemnification)	GTC 610 06/08/10

Signatures appear on page 6 of 6 of Agreement.

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTEE'S NAME (If other than an individual, state whether a corporation, partnership, etc.) San Benito County SAFE		
BY (Authorized Signature) <input checked="" type="checkbox"/> Refer to page 6 for signatures	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS 330 Tres Pinos Road, Suite C-7, Hollister, CA 95023		
STATE OF CALIFORNIA		
AGENCY NAME Department of California Highway Patrol		
BY (Authorized Signature) <input checked="" type="checkbox"/> Refer to page 6 for signatures	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS P.O. Box 942898, Sacramento, CA 94298-001		

AGREEMENT BETWEEN
THE STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
SAN BENITO COUNTY SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

THIS AGREEMENT is made and entered into by and between the Department of California Highway Patrol hereinafter called CHP, and San Benito County Service Authority for Freeways and Expressways, hereinafter called SAFE, under provisions of California Vehicle Code Sections 2421.5 and 9250.10, and Streets and Highway Code Section 131.1 and Chapter 14 (commencing with Section 2550) to Division 3.

TERMS AND CONDITIONS

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

1. The term of the Agreement shall be 1/1/2015 through 12/31/16.
2. The Agreement is for services and assistance provided by CHP in accordance with the "CHP/Caltrans Call Box and Motorist Aid Guidelines," and is hereby incorporated by reference hereinafter called "GUIDELINES." As these GUIDELINES are subject to change, SAFE shall maintain a current copy on file for the duration of this Agreement.
3. The Agreement shall remain in force subject to the following;
 - A. That it shall not become effective until (1,) SAFE has submitted to CHP a copy of the resolution, order, motion, or ordinance from SAFE approving execution of the Agreement and identifying the individual authorized to sign on behalf of SAFE, and (2,) the Agreement is signed by both parties.
 - B. That it may be modified only in writing and signed by both parties, and shall be modified by the parties to conform to any future changes to federal or state law which affect the terms of the Agreement.
 - C. Because of early termination costs incurred by both parties, either party may terminate the Agreement before the expiration of its term, or any extension, upon six (6) months prior written notice to the other party.
 - D. Notwithstanding subparagraph 3.C., CHP may terminate the Agreement upon thirty (30) days prior written notice to SAFE should SAFE be financially unable to reimburse CHP for services under the Agreement.
4. The CHP shall limit its review of SAFE's plans and specifications for upgrading or modifying SAFE's motorist aid call box system, which includes any potential operational affect to CHP Communications Centers, in accordance with the GUIDELINES. SAFE shall provide CHP written assurance that SAFE complies with its obligation to provide teletypewriter/telecommunication devices for the deaf. A copy of the letter shall be submitted with a copy of the minutes, order, motion, resolution, or ordinance to CHP.

5. For services and assistance herein, SAFE agrees to reimburse CHP quarterly, in arrears and upon receipt of an itemized invoice, for charges identified in Item 14. Upon receipt, payment shall be made to CHP as invoiced within sixty (60) days. If payment is not submitted because of a dispute, SAFE agrees to submit the reasons for the dispute to CHP within sixty (60) days of receiving the invoice charges. Payment shall be made to:

Department of California Highway Patrol
Fiscal Management Section
P.O. Box 942900
Sacramento, CA 94298-2900

Invoices shall be sent to:

San Benito County SAFE
Attn: SAFE Program Manager
330 Tres Pinos Road, Suite C-7, Hollister, CA 95023

6. The maintenance of the call box system (outside of CHP Communications Center,) including telephone service and line costs, shall be the sole responsibility of SAFE.
7. The SAFE shall reimburse CHP for all personnel costs associated with the number of operator positions CHP and SAFE agree are required to handle call box call traffic. The CHP shall only increase or decrease the number of operators after receiving a written request/commitment from SAFE stating that SAFE shall assume all personnel costs for the additional positions.
8. Six (6) months prior to the beginning of each subsequent fiscal year, if necessary, CHP shall re-evaluate CHP Communications Center call box operator staffing requirements. The most recent twelve (12) months (annual average) of call box call activity (when available) shall be used with CHP Reimbursable Position Formula defined in GUIDELINES, to determine the currently required staffing level. The CHP shall submit to SAFE a letter, with applicable substantiating data, indicating any necessary changes in staffing. The SAFE shall respond to CHP within thirty (30) days, in writing, indicating concurrence or disagreement with the recommendation.
9. The SAFE shall advise CHP of any anticipated significant new installations that should be considered in the annual staffing analysis. This notification should be made to CHP at least thirty (30) days prior to the annual staffing analysis.
10. The SAFE may request or CHP may perform, if the need arises, a staffing analysis at any time during the year. If a change in staffing is required due to an unpredicted need, CHP and/or SAFE may request, in writing, such a change. Staffing changes may be necessary for, but need not be limited to, the following: increases/decreases in the number of call boxes, or significant increases/decreases in the number of call box calls. The SAFE shall respond to CHP within thirty (30) days, in writing, indicating concurrence or disagreement with recommendation.
11. The SAFE shall pay for its proportional share of the actual wage rate for one-half (1/2) of a single CHP SAFE Coordinator position. The SAFE Coordinator position shall be used for SAFE-related services.

12. The SAFE's proportional share billing "factor" shall be determined at the beginning of each fiscal year by comparing the number of motor vehicles registered within SAFE's boundaries to the total number of motor vehicles registered in all counties who have entered into SAFE agreements with CHP. This proportional share shall be billed over four (4) fiscal quarters.
13. Motorist aid call box calls shall be handled by CHP Communications Centers as third priority after 9-1-1 (first priority) and allied agency (second priority) calls. The CHP statewide standard level of service for the handling of call box calls is as follows:
 - A. Call box calls shall be handled as rapidly as possible; however, they should be handled ideally no longer than 60 seconds after the first ring at the CHP Communications Center. Experience has shown that when emergency communications traffic becomes unusually heavy, call box traffic also increases. At these times, motorists may be required to wait several minutes for service.
 - B. Call box calls should be handled within a total call handling time of 3.5 minutes (210 seconds.) It is understood that the use of services such as the translation service contractor, shall increase total call handling time to levels above this standard.
14. The CHP shall provide to SAFE, on a monthly basis, relevant summary call box traffic reports from the 9-1-1 Customer Premise Equipment (CPE) Management Information System (MIS) call data reporting program(s) at the CHP Communications Center handling SAFE's call box calls. If the CPE equipment (including software) at the CHP Communications Center servicing SAFE fails or malfunctions, these reports may not be available.
15. The CHP agrees to submit an itemized invoice quarterly to SAFE which may include the following charges:
 - A. Personnel costs (salary and benefits) determined under the terms of the Agreement. Operator personnel costs shall be based on the third step of the wage scale for Public Safety Operators in effect at the time of invoicing. The SAFE Coordinator personnel costs shall be based on the actual step of the wage scale for SAFE Coordinator position at the time of invoicing. These costs are subject to change according to increases and/or decreases in State of California salary and benefit rates, which are beyond CHP control.
 - B. The current workload is absorbed by the local California Highway Patrol Communications Center.
 - C. Indirect costs shall be applied to the monthly personnel costs in accordance with California State Administrative Manual Section 8752 and 8752.1. The indirect cost rate is determined by CHP and approved by California Department of Finance and is subject to change each state fiscal year. The re-evaluation of staffing requirements shall include an explanation of the projected upcoming fiscal year indirect cost rate.
 - D. Translation service charges directly attributable to motorist aid call box calls and billed to CHP by a translation service contractor shall be reimbursed by SAFE. The CHP shall maintain an agreement with a translation service vendor to provide necessary interpretation/translation services for motorist-aid call box-related calls. The CHP shall bill SAFE, in arrears, quarterly for charges billed by the translation service contractor. The SAFE invoices shall be accompanied by copies of billings from the translation service contractor.
 - E. The telephone system costs (if applicable).

16. The CHP shall provide a standard Communications Center telephone system which shall also be used to handle incoming call box calls. Any agreed upon changes above and beyond the standard phone system design, specifically requested for SAFE Program shall be funded by SAFE.
17. Call box/motorist aid system enhancements due to changing technology may require changes and/or upgrades to CHP Communications Center equipment. In such cases, the SAFE shall be responsible for the procurement, installation, and maintenance of Communications Center equipment, unless otherwise agreed to. All equipment procured for CHP dispatch operation shall be designed jointly by CHP and SAFE. No equipment shall be installed in a CHP facility which does not meet all CHP operational and technical specifications. Communications Center equipment purchased by SAFE and designated as CHP property shall be maintained by CHP, otherwise SAFE accepts responsibility.
18. The total amount of this Agreement shall not exceed \$400.00. Each quarterly invoice shall include a thorough explanation and justification for any new additional charges or changes of the amounts of past charges.
 - FY 14/15 (01/01/15 through 06/30/15) - \$100.00
 - FY 15/16 (07/01/15 through 06/30/16) - \$200.00
 - FY 16/17 (07/01/16 through 12/31/16) - \$100.00

19. INDEMNIFICATION

- A. San Benito County SAFE, to the extent permitted by law, shall defend, indemnify and hold harmless CHP, as well as CHP's appointees, officers, employees, and agents, from and against any and all liability, loss, claims for "injury" (as defined by Gov. Code, § 810.8), or expense (including reasonable attorney's fees) arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, claims, or expense are caused by or result from the negligent or intentional acts or omissions of San Benito County SAFE, or San Benito County SAFE's appointees, officers, employees, or agents
 - B. The CHP to the extent permitted by law, shall defend, indemnify and hold harmless San Benito County SAFE, as well as San Benito County SAFE's appointees, officers, and employees, from and against any and all liability, loss, claims for "injury" (as defined by Gov. Code, § 810.8), or expense (including reasonable attorney's fees) arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, claims, or expense are caused by or result from the negligent or intentional acts or omissions of CHP, or CHP's appointees, officers, employees, or agents."
 - C. It should be expressly understood that the obligations hereunder shall be conditioned upon this Agreement being one that falls within the purview of Section 895.4 of the Government Code.
20. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under the Agreement which is not disposed of by mutual agreement of the parties may be submitted to an independent arbitrator mutually agreed upon by the CHP and SAFE. The arbitrator's decisions shall be non-binding and advisory only, and nothing herein shall preclude either party, at any time, from pursuing any other legally available course of action, including the filing of a law suit. Pending a final decision of a dispute hereunder, both parties shall proceed diligently with the performance of their duties under the Agreement, and such continued performance of their duties under the Agreement, and such continued performance shall not constitute a waiver of any rights, legal or equitable, of either party relating to the dispute.

21. All services under this agreement shall be coordinated by:

Department of the California Highway Patrol
Communications Centers Support Section
601 North 7th Street, Building C
Sacramento, CA 95811
(916) 843-4280

The contact person shall be the CHP SAFE Coordinator.

22. The Agreement and any attachments or documents incorporated herein by inclusion or reference, constitutes the complete and entire Agreement between CHP and SAFE and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.
23. Under no circumstances shall SAFE or its subcontractor(s) use the name "California Highway Patrol" or "CHP" to promote a product which is part of the call box system without the written consent of CHP.
24. SAFE agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy and records and supporting documentation pertaining to the performance of this Agreement. SAFE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. SAFE agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, SAFE agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 and CCR Title 2, Section 1896).
25. This agreement may be amended by written mutual consent of the parties hereto.

26. This Agreement is entered into by the parties listed below and shall be effective upon approval by the Department of General Services Office of Legal Services. By executing this Agreement, the representatives of CHP and San Benito County SAFE warrant that they have reviewed and fully understand all provisions of this Agreement, and are authorized to bind their respective agencies to all terms of those provisions.

STATE OF CALIFORNIA
Department of California Highway Patrol

San Benito County
Service Authority for Freeways and Expressways

Jacquelyn Ngo
Procurement Manager
Business Services Section

Executive Director

Date

Date

APPROVED AS TO LEGAL FORM
SAN BENITO COUNTY COUNSEL

Shirley L. Murphy 11/13/14

DEPUTY COUNTY COUNSEL / DATE