



## Transportation Committee

July 25, 2013

### Capitol Valley Regional Service Authority for Freeways and Expressways (CVR-SAFE) CHP Call Box Support Contract and Authorization

**Issue:** Should CVR-SAFE enter into a new Call Box Support Contract with the California Highway Patrol (CHP)?

**Recommendation:** That the Transportation Committee recommend that the CVR-SAFE Board enter into a new CVR-SAFE CHP Call Support Contract with the CHP and adopt a resolution authorizing the FY 2013/14 payment of up to \$5,500, and two one year extensions, for a three-year period in single-year increments.

**Discussion:** CVR-SAFE is tasked with operating and maintaining a motorist aid system of call boxes on freeways and state highways in the following counties: Sacramento, Yolo, Sutter, Yuba, El Dorado, and San Joaquin, and by contract, manages and operates the call box system in Glenn County. As provided for in the Streets and Highways Code section, the CHP can request reimbursement from the SAFEs in California for staff expenses related to SAFE program management. CVR-SAFE has contributed to the CHP reimbursement program since first becoming a SAFE through agreements with the CHP. This renewal provides a contract for the next three-year period in single-year increments. The new contract is included in Attachment A.

The approved Provisional CVR-SAFE Budget included a \$5,500 allowance for CHP reimbursement for FY 2013/14. The proposed contract requires that a resolution (Attachment B) be adopted to authorize up to \$5,500 in reimbursement to the CHP.

Approved by:

Mike McKeever  
Chief Executive Officer

MM:BVB:gg  
Attachment

Key Staff:

Matt Carpenter, Director of Transportation Services, (916) 340-6276  
Mark Heiman, ITS/511 Manager, (916) 340-6232  
Barbara VaughanBechtold, Associate Planner, (916) 340-6226

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**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

Business Services Section  
Contract Services Unit  
P.O. Box 942898  
Sacramento, CA 94298-0001  
(916) 843-3610  
(800) 735-2929 (TT/TDD)  
(800) 735-2922 (Voice)



June 24, 2013

Capitol Valley Regional SAFE  
1415 "L" Street, Suite 300  
Sacramento, CA 95814

Subject: Agreement Number 13R048000-0

**Complete the following marked item(s) and return to the above address within ten (10) business days:**

- STD. 213, Standard Agreement with attached exhibits. Sign the first page of the STD. 213, sign the additional single STD. 213, and return both copies.
- STD. 213A, Standard Agreement Amendment. Sign the first page of the STD. 213A, sign the additional single STD. 213A, and return both copies.
- STD. 210, Short Form Contract. Sign and return both copies.
- Letter of Agreement. Sign and return both copies.
- STD. 204, Payee Data Record. Complete and return.
- CCC, Contractor Certification Clauses. Complete and return.
- Obtain and forward the liability insurance certificate required by the terms of the Agreement.
- Resolution, motion, order, or ordinance from the local governing body authorizing this Agreement.
- STD. 807, Payment Bond. Complete and return one copy.
- CHP 28, Voluntary Statistical Data. Complete and return.
- Other: Please sign and date both original page 6s and return the originals to me with a copy of the approved resolution.

**Contract status.**

- The enclosed agreement is signed on behalf of the Department of California Highway Patrol. Process and when approved, return an original to this office.
- The enclosed approved agreement is for your records. You are now authorized to provide services.

A handwritten signature in blue ink that reads "Loretta Maddux".

LORETTA MADDUX  
Contract Analyst

Enclosures

*Safety, Service, and Security*



*An Internationally Accredited Agency*

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**

STD 213 (Rev 06/03)

AGREEMENT NUMBER <b>13R048000</b>
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

**Capitol Valley Regional SAFE**

2. The term of this Agreement is: **7/1/2013** through **6/30/2014**

3. The maximum amount of this Agreement is: **\$ 5,500.00**  
**(Five Thousand Five 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 State of California and Capitol Valley Regional SAFE Attachment to SAFE Agreement CHP/CALTRANS CALL BOX AND MOTORIST AID GUIDELINES	6 page(s)  111 page(s) <i>Referenced Only</i>
<b>Please initial and date</b> _____ / _____	

Exhibit C\* - General Terms and Conditions *(with exception to item #5, Indemnification)* GTC 610

**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](http://www.ols.dgs.ca.gov/Standard+Language)*

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

<b>CONTRACTOR</b>		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME <i>(if other than an individual, state whether a corporation, partnership, etc.)</i>		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
✍ <b>Signatures appear on page 6 of 6 of Agreement.</b>		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
BY <i>(Authorized Signature)</i>	DATE SIGNED <i>(Do not type)</i>	
✍ <b>Signatures appear on page 6 of 6 of Agreement.</b>		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
		<input type="checkbox"/> Exempt per:

AGREEMENT BETWEEN  
THE STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL  
AND  
CAPITOL VALLEY REGIONAL SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

THIS AGREEMENT is made and entered into by and between the State of California acting by and through Department of California Highway Patrol, hereinafter called CHP, and Capitol Valley Regional Service Authority for Freeway Emergencies, 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, the SAFE and the CHP do hereby agree as follows:

1. The term of the Agreement shall be July 1, 2013, through June 30, 2014, with two additional one (1) year options to amend by mutual agreement.
2. The Agreement is for services and assistance provided by CHP in accordance with the "CHP/Caltrans Call Box and Motorist Aid Guidelines" as they may be revised from time to time and are incorporated herein by reference. Hereinafter the "CHP/Caltrans Call Box and Motorist Aid Guidelines" shall be referred to as "GUIDELINES." It is understood that SAFE shall have 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 the time and expense early termination would entail to both parties, either party may terminate the Agreement before the expiration of its term, or any extension, upon thirty (30) days prior written notice to the other party.
  - d. Notwithstanding subparagraph 3.c., CHP or SAFE may terminate the Agreement upon thirty (30) days prior written notice should SAFE be financially unable to reimburse CHP for services under the Agreement.

- e. SAFE shall notify CHP in writing at least six (6) months prior to termination if SAFE wishes to exercise the option to amend this Agreement for one (1) of the two additional years. If CHP is so notified, an amendment will be executed by mutual 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 come with a copy of the minutes, order, motion, resolution, or ordinance to CHP.
5. For services and assistance herein, the SAFE agrees to reimburse CHP quarterly, in arrears and upon receipt of an itemized invoice, for the charges identified in Section 12. 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.
  - a. Payment shall be made to:

Department of California Highway Patrol  
Fiscal Management Section  
P. O. Box 942900  
Sacramento, CA 94298-2900
  - b. Invoices shall be sent to:

Capitol Valley Regional SAFE  
Attn: SAFE Program Manager  
1415 "L" Street, Suite 300  
Sacramento, CA 95814
6. The maintenance of the call box system (outside of the CHP communications center), including telephone service and line costs, shall be the sole responsibility of the SAFE. Upgrades or modifications to SAFE's system shall be in accordance with the GUIDELINES.
7. As long as SAFE operates a Private Call Answer Center (PCAC) that initially answers motorist aid call box calls, CHP and SAFE agree that no CHP operator positions will be charged to SAFE during the term of this Agreement. However, should CHP personnel costs increase and billing become necessary, and both parties agree in writing, then current GUIDELINES, Section IV, Paragraph 6, Section VII, Paragraph B, and Annex G shall be used for billing purposes if a residual workload can be substantiated.

8. The SAFE shall pay for its proportional share of the actual wage rate for one-half (1/2) CHP SAFE Coordinator position pursuant to the GUIDELINES, Section VII, Paragraph B. The SAFE Coordinator position shall be used for SAFE-related business
9. The SAFE's proportional share billing "factor" shall be determined at the beginning of the 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 which have entered into SAFE agreements with CHP. This proportional share shall be billed over four (4) fiscal quarters. The CHP shall provide an estimation of SAFE Coordinator's personnel costs in the annual staffing estimation.
10. Call box calls will be handled by CHP communications centers as third level 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 will be handled as rapidly as possible; however, they should be handled ideally no longer than 60 seconds after the first ring at the 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 ideally within a 3.5 minute (210 seconds) total call handling time. It is understood that the use of such services as the translation service contractor will increase total call handling time to levels above this standard.
11. Motorist aid call box 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 pursuant to the GUIDELINES, Section IV, Paragraph 4 unless otherwise agreed to. All equipment procured for the CHP dispatch operation will be designed jointly by CHP and SAFE. No equipment will be installed in a CHP facility which does not meet all CHP operational and technical specifications as outlined in the GUIDELINES.

The State shall provide a standard communications center telephone system which shall also be used to handle incoming motorist aid call box calls pursuant to the GUIDELINES, Section III, Paragraph C, Section 2. Any agreed upon changes above and beyond the standard phone system design specifically requested for a SAFE program shall be funded by SAFE.

12. CHP agrees to submit an itemized invoice quarterly to the SAFE which may include the following charges:
  - a. Personnel costs (salary and benefits) determined under the terms of this agreement. The Public Safety Dispatcher (PSD) personnel costs will be based on the third step of the wage scale for PSDs in effect at the time of invoicing. SAFE Coordinator personnel costs will be based on the actual step of the wage scale for the 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. Indirect costs will 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 the CHP and approved by the California Department of Finance (DOF) and is subject to change each State fiscal year. The re-evaluation of personnel costs (as outlined under Section 8) will include an explanation of the projected upcoming fiscal year indirect cost rate.
13. The total amount of this Agreement shall not exceed an estimated Five Thousand, Five Hundred Dollars and no cents, (\$5,500.00). (CHP SAFE position estimated costs).
- FY 13/14 (7/1/13 through 6/30/14) - \$5,500.00 (12 months)
14. The CHP agrees to indemnify, defend and save harmless Capitol Valley Regional SAFE, its elected officials, officers, employees, agents, and volunteers from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any and all contractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any person, firm or corporation who may be injured or damaged by any negligent act or omission by CHP in the performance of the Agreement. Indemnification by CHP includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of Capitol Valley Regional SAFE, its elected officials, officers, employees, agents, and/or volunteers for all legal expenses and costs incurred by each of them. The CHP's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Capitol Valley Regional SAFE, its elected officials, officers, employees, agents, or volunteers.

Capitol Valley Regional SAFE agrees to indemnify, defend and save harmless CHP, its elected officials, officers, employees, agents, and volunteers from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any and all contractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this agreement, and from any and all claims, losses, demands, causes of action, liabilities, obligations, judgments, or damages, including but not limited to property damage, bodily injury or death, or any other element of damage of any kind or nature, accruing or resulting to any person, firm or corporation who may be injured or damaged by any negligent act or omission by Capitol Valley Regional SAFE in the performance of the Agreement

Indemnification by Capitol Valley Regional SAFE includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of CHP, its elected officials, officers, employees, agents,

and/or volunteers for all legal expenses and costs incurred by each of them. Capitol Valley Regional SAFE's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CHP, its elected officials, officers, employees, agents, or volunteers.

The provisions of this Section 14 shall survive the termination or expiration of the Agreement.

15. Audits. 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 any 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 et CCR Title 2, Section 1896).
16. Disputes. 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.
17. All services under this agreement shall be coordinated by:  
  
Department of the California Highway Patrol  
Communications Centers Support Section  
601 North 7<sup>th</sup> Street, Building C  
Sacramento, CA 95811  
(916) 843-4280  
  
The contact person shall be the CHP SAFE Coordinator.
18. This agreement, and any attachments or documents incorporated herein by inclusion or reference, constitutes the complete and entire agreement between the CHP and SAFE and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.
19. Under no circumstances will SAFE or its subcontractor(s) use the name "California Highway Patrol" or "CHP" to promote a product that is part of the call box system without the written consent of the CHP.



STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA

CAPITOL VALLEY REGIONAL  
SERVICE AUTHORITY FOR HIGHWAY PATROL  
FREEWAY EMERGENCIES

\_\_\_\_\_  
JACQUELYN NGO  
Purchasing Manager,  
Business Services Section

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Counsel, Capitol Valley Regional SAFE

\_\_\_\_\_  
Date

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA

CAPITOL VALLEY REGIONAL  
SERVICE AUTHORITY FOR HIGHWAY PATROL  
FREEWAY EMERGENCIES

\_\_\_\_\_  
JACQUELYN NGO  
Purchasing Manager,  
Business Services Section

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Counsel, Capitol Valley Regional SAFE

\_\_\_\_\_  
Date



**CAPITOL VALLEY REGIONAL SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS  
RESOLUTION NO. 1 – 2013**

**CAPITOL VALLEY REGIONAL SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS APPROVAL OF A CALL BOX SUPPORT CONTRACT WITH THE CALIFORNIA HIGHWAY PATROL**

**WHEREAS**, the Capitol Valley Regional Service Authority for Freeways and Expressways (CVR-SAFE) is tasked with operating and maintaining a motorist aid system of call boxes on freeways and state highways in Sacramento, Yolo, Sutter, Yuba, El Dorado, and San Joaquin counties, and by contract manages and operates the call box system in Glenn County; and

**WHEREAS**, the State of California Streets and Highways Code section allows the California Highway Patrol (CHP) to request reimbursement for staff expenses from the SAFE's in California, including CVR-SAFE, related to SAFE program management; and

**WHEREAS**, the CVR-SAFE Board of Directors approved the CHP Call Box Support Contract amount of \$5,500 as part of the fiscal year 2013-2014 CVR-SAFE Budget at their meeting on June 20, 2013.

**NOW THEREFORE, BE IT RESOLVED**, that the CVR-SAFE approves the Call Box Support Contract to provide a maximum of \$5,500 for CHP reimbursement for CVR-SAFE related program management for a three-year period in single-year increments.

**PASSED AND ADOPTED**, this 15th day of August 2013 by the following vote of the Board of Directors:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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Mary Jane Griego  
Chair

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Mike McKeever  
Chief Executive Officer