



MENDOCINO COUNTY S.A.F.E.

SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

Agenda # 3a
SAFE
MCOG Meeting
6/5/2023

TITLE: Mendocino County SAFE Call Box Update

DATE: 5/30/2023

SUBMITTED BY: Alexis Pedrotti, Project Manager

MEETING DATE: 06/05/23

Background:

The Mendocino County Service Authority for Freeway Emergencies (S.A.F.E) is currently operating 141 call boxes throughout Mendocino County in various locations along State Routes 1, 20, 128, 101, 162, 175 and 253. Of these, 97 are traditional cellular call boxes and the remaining are newer boxes using satellite technology.

After many delays, the Mendocino SAFE has completed approximately 70% of the 4G radio upgrades across the county. The remaining 31 upgrades that need to be completed are along State Routes 128 and 1. Although minor issues have continued with the upgrades, CASE Systems, Inc. has been diligently working through them. One major issue that continues to arise for the current system, is being able to financially sustain the program while continuing to purchase new system upgrades. Staff are working to develop an action plan that will address the system as a whole and the next steps.

The Mendocino SAFE Proposed Budget is attached for review and approval. As mentioned above, revenues received for the program are barely covering the proposed expenditures. In past years, prior to the deployment of satellite call boxes, the program did not see such high communication expenditures. Staff have been working closely with CASE to evaluate the satellite boxes and convert any current satellite boxes over to cellular, when possible, to help with the extreme cost.

Call boxes can regularly experience service interruptions and issues that are not related to the 4G radio upgrades. These issues can be very minor to more complex, depending on the box and situation. The call boxes can experience battery expiration, outdated equipment failure, and knock downs. As our system continues to age, some of these issues are being seen more consistently. CASE has continued to be very valuable and great at responding to our needs on an as-needed basis. Additionally, they have supported our system with “good condition” used parts coming from other agencies across the state to help with costs incurred by our SAFE.

Staff continues to monitor the 4G radio upgrades, while taking into consideration the suitable next move for the system. In the coming months, CASES Systems Inc. and staff will begin evaluating the overall call box system, and report back their suggested plan for moving forward.

Action Required:

No action necessary, informational update only.

Alternatives:

None.

Recommendation:

None.

Agenda # 3b
SAFE
MCOG Meeting
6/5/2023

Mendocino County Service Authority for Freeway Emergencies (SAFE)
Program Budget

Year	Fund	2020-21 ESTIMATE	2020-21 ACTUAL	2021-22 ESTIMATE	2021-22 ACTUAL	2022-23 ESTIMATE	2022-23 ACTUAL	2023-24 PROPOSED BUDGET	Notes
Revenue									
	2110-760175		Audited		Audited		Est/Unaudited		
Dept. of Motor Vehicle Collected Fees		107,000	110,881	107,000	107,368	107,000	97,708	107,000	\$1 per annual vehicle registration.
Interest		2,500	1,356	2,500	1,143	2,500	787	1,000	
Carryover of Prior Year Unexpended Balance		166,333	166,333	138,101	138,101	131,862	131,862	153,027	
Sub-Total		\$ 275,833	\$ 278,570	\$ 247,601	\$ 246,612	\$ 241,362	\$ 230,357	\$ 261,027	
Expenditures									
	2110-760175								
Administration Contract (Dow & Assoc.)		38,509	38,509	39,547	39,547	39,547	34,720	45,255	- Includes administration, monitoring, weed abatement, maintenance computer/phone.
Planning Contract (DBC)		17,646	-	18,110	13,821	18,110	-	20,693	- Contract amount is a maximum. Program is billed for actual hours at the close of the FY. Billing in a typical year is well below budget.
New System Installations & Upgrades		145,500	49,976	100,000	15,029	100,000	-	-	- 31 Upgrades still needed (Approx \$1,200 per box upgrade) Actual Expenditures for the 4G Upgrades in FY 21/22 were lower than the estimated budget.
Existing System Maintenance		10,000	7,569	10,000	2,146	10,000	6,144	5,000	- Routine as-needed CASE Systems service (repairs, etc.)
Cellular / Satellite Service		40,000	43,636	40,000	44,207	40,000	35,365	35,000	- Satellite service averages \$3,000 per month for the 44 Sat Boxes in Mendo. As satellite boxes are replaced with cellular, costs will go down.
CHP Contract for Primary Answering Service		720	778	720	-	720	1,101	720	- CHP costs remain minimal compared to valuable service provided as Primary Answering Point (PAP). This includes \$597 that was paid FY22/23 for 21/22.
Direct Expenses		500	-	500	-	500	-	-	
Expenditures Sub-Total		\$ 252,875	\$ 140,469	\$ 208,877	\$ 114,750	\$ 208,877	\$ 77,330	\$ 106,668	
Fund Balance		22,958	138,101	38,724	131,862	32,485	153,027	154,359	
Adjustments									
Additional expenditures (to next audit)	DBC		\$ 8,881.00						
Adjusted carryover			\$ 129,220						

* FY 2022/23 Actuals will be reflected after the close of the FY.

Prep'd by M. Villa, A. Pedrotti, J. Orth



MENDOCINO COUNTY S.A.F.E.

SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

Agenda # 3c
SAFE
MCOG Meeting
6/5/2023

TITLE: Approval of Agreement with the State of California Department of California Highway Patrol (CHP)

SUBMITTED BY: Alexis Pedrotti, Project Manager

DATE: 6/5/23

Background:

The Mendocino County Service Authority for Freeway Emergencies (S.A.F.E) is currently operating 141 call boxes throughout Mendocino County in various locations along State Routes 1, 20, 128, 101, 162, 175 and 253. Of these, 97 are traditional cellular call boxes and the remaining are newer boxes using satellite technology.

The California Highway Patrol (CHP) plays a major role in the operation of the call boxes. The Mendocino SAFE contracts with the CHP to provide the Primary Answering Point (PAP) for the call boxes. When a motorist uses a call box, it is answered by the CHP's local dispatch office. Two dispatch offices serve Mendocino County: one in Ukiah, the other is in Arcata. Once the call is received, the dispatcher connects the caller to the appropriate services. All traditional call boxes support the Teletypewriter/Telecommunication (TTY) devices, so the local CHP dispatchers are able to communicate with hearing- or speech-impaired motorists. Mendocino SAFE worked collaboratively with CHP and the manufacturer to implement a new system that now makes it possible for satellite boxes to respond to TTY requests as well.

Along with being the Primary Answering Point for the call boxes, the California Highway Patrol also assists SAFE staff in keeping the call boxes in good operating condition. If a call box is found left open, not operating correctly, or has been vandalized, the dispatchers will contact our staff.

For all this, the cost to Mendocino SAFE is not to exceed \$2,160 for FY 2023/24, 2024/25 and 2025/26.

Action Required:

Approval of the CHP Agreement by Resolution #S2023-01.

Alternatives:

Do not approve CHP Agreement by resolution; make alternative suggestions.

Recommendation:

Approve Agreement between the Department of California Highway Patrol and the Mendocino County Service Authority for Freeway Emergencies by adopting Resolution #S2023-01.

Enclosure: draft resolution

MENDOCINO COUNTY
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

BOARD of DIRECTORS

RESOLUTION No. S2023-01

TO APPROVE AGREEMENT WITH
THE STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL (CHP)

WHEREAS,

- On August 4, 1994, the Mendocino Council of Governments by resolution accepted its designation as the Service Authority for Freeway Emergencies (SAFE) for Mendocino County (“Mendocino County SAFE”) and agreed to carry out the responsibilities of a SAFE;
- Mendocino County SAFE currently operates approximately 141 call boxes on State Routes 1, 20, 128, 101, 162, 175 and 253, and continues to install additional call boxes according to the Mendocino County SAFE Five-Year Strategic & Financial Plan;
- On April 4, 2005, the Board of Directors of Mendocino County SAFE adopted a resolution directing staff to proceed with installations of telecommunications devices (TTYs) to enhance two-way communication between hearing- or speech-impaired motorists and the call answering center at Department California of Highway Patrol (CHP);
- On February 21, 2019, the Board of Directors of Mendocino County SAFE adopted an amendment to the Five-Year Strategic and Financial Plan which includes TTY enhancements to all new call boxes, technology upgrades to existing call boxes, installation of an additional 48 call boxes throughout the County, and maintenance of the system;
- According to the CHP/Caltrans Call Box and Motorist Aid Guidelines, the Department of California Highway Patrol is responsible for negotiating an agreement with each SAFE individually for the handling of call box calls;
- Agreement between CHP and Mendocino County SAFE offers services and assistance by CHP for a period of three years from July 1, 2020 through June 30, 2023 for a total amount of \$2,160.00:
 - FY 23 / 24 (7/1/23 through 6/30/24), not to exceed \$720.00
 - FY 24 / 22 (7/1/24 through 6/30/25), not to exceed \$720.00
 - FY 25 / 26 (7/1/25 through 6/30/26), not to exceed \$720.00; and
- The Amended Five-Year Strategic and Financial Plan (adopted February 2019) identified funding to support the budget for CHP call answering; therefore, be it

RESOLVED, THAT:

The Service Authority for Freeway Emergencies for Mendocino County, as the local governing authority body, hereby authorizes Agreement with the Department of California Highway Patrol.

ADOPTION OF THIS RESOLUTION was moved by Director _____, seconded by Director _____, and approved at a meeting of Mendocino County SAFE on June 5, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

WHEREUPON, the Chair declared the resolution adopted, AND SO ORDERED.

ATTEST: Nephele Barrett, Executive Director

Dan Gjerde, Chair

AGREEMENT BETWEEN
THE STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
MENDOCINO COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

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

1. The term of the AGREEMENT shall be July 1, 2023, through June 30, 2026.
2. The Agreement is for services and assistance provided by CHP in accordance with the "CHP/Caltrans Call Box and Motorist Aid Guidelines," and are hereby incorporated by reference hereinafter called "GUIDELINES." As these GUIDELINES may be revised from time to time, it is understood that Mendocino County SAFE shall have a current copy on file for the duration of this Agreement.
3. This Agreement shall remain in force subject to the following:
 - a) That it shall not become effective until (1) Mendocino County SAFE has submitted to CHP a copy of the minutes, order, motion, resolution, or ordinance from Mendocino County SAFE approving execution of this Agreement and identifying the individual authorized to sign on behalf of Mendocino County SAFE, and (2) this Agreement is duly signed by both parties.
 - b) That it may be modified by amendment 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 this Agreement.
 - c) Either party may terminate this Agreement before the expiration of its term, or any extension, upon six (6) months prior written notice to the other party.
 - d) Notwithstanding subparagraph 2.c) above, CHP may terminate this Agreement upon thirty (30) days advance written notice to Mendocino County SAFE should

Mendocino County SAFE be financially unable to reimburse CHP for services under this Agreement.

4. For services and assistance herein, Mendocino County 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, Mendocino County 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:

Mendocino County SAFE
Attention: SAFE Program Manager
367 North State Street, Suite 206
Ukiah, CA 95482

Each quarterly invoice shall include a thorough explanation and justification for any additional charges or changes of the amounts of past charges.

5. 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 Mendocino County SAFE.
6. The Mendocino County SAFE shall reimburse CHP for all personnel costs associated with the number of Public Safety Dispatcher (PSD) positions CHP and Mendocino County SAFE agree are required to handle call box call traffic. The CHP will only increase or decrease the number of PSDs after receiving a written request/commitment from Mendocino County SAFE stating that Mendocino County SAFE will assume all personnel costs for the additional positions.
7. Six (6) months prior to the beginning of each subsequent fiscal year, if the need arises, CHP will re-evaluate communications center call box PSD staffing requirements. The most recent twelve (12) months (annual average) of call box call activity (when available) will be used with the CHP Reimbursable Position Formula (defined in the GUIDELINES), to determine the currently required staffing level. The CHP will submit to Mendocino County SAFE a letter, with applicable substantiating data, indicating any necessary

changes in staffing. The Mendocino County SAFE will then respond to CHP within thirty (30) days, in writing, indicating concurrence or disagreement with the recommendation.

8. The Mendocino County SAFE shall advise CHP of any anticipated significant new installations that should be considered into the annual staffing analysis. This notification should be made to CHP at least thirty (30) days prior to the annual staffing analysis.
9. The Mendocino County 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 a non-predicted need, CHP and/or Mendocino County 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.
10. The Mendocino County 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 CHP SAFE Coordinator position will be used for SAFE-related business.

Each SAFE's proportional share billing "factor" will be determined at the beginning of each fiscal year by comparing the number of motor vehicles registered within each SAFE's boundaries to the total number of motor vehicles registered in all counties which have entered into SAFE Agreements with the CHP. This proportional share will be billed over four (4) fiscal quarters.

11. 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 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 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.
12. The CHP agrees to submit an itemized invoice quarterly to the Mendocino County SAFE which may include the following charges:
 - a) Personnel costs (salary and benefits) determined under the terms of this Agreement. PSD personnel costs shall be based on the third step of the wage scale for PSDs in effect at the time of invoicing. CHP SAFE Coordinator personnel costs will be based on the actual step of the wage scale for the CHP 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.

CHP and Mendocino County SAFE agree that no PSD positions will be charged to Mendocino County 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 shall be used for billing purposes if a residual workload can be substantiated.

- 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 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.
 - c) Translation service charges directly attributable to call box calls and billed to CHP by the translation service contractor will be reimbursed by Mendocino County SAFE. CHP will maintain a contract with a translation service vendor to provide necessary interpretation/translation services for call box-related calls. CHP will bill Mendocino County SAFE, in arrears, quarterly for charges billed by the translation service contractor. All Mendocino County SAFE invoices will be accompanied by copies of billings from the translation services contract vendor.
 - d) Telephone system costs (if applicable). The State shall provide a standard communications center telephone system which will also be used to handle incoming call box calls. Any agreed upon changes above and beyond the standard phone system design specifically requested for the Mendocino County SAFE Program shall be funded by Mendocino County SAFE.
13. 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 Mendocino County SAFE shall be responsible for the procurement, installation, and maintenance of communications center equipment, unless otherwise agreed to. All equipment procured for the CHP dispatch operation shall be designed jointly by CHP and Mendocino County 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 Mendocino County SAFE and installed at CHP for CHP's use during the term of this contract shall be the property of and maintained by Mendocino County SAFE.
 14. The total amount of this Agreement shall not exceed Two Thousand One Hundred Sixty Dollars and Zero Cents, (\$2,160.00), for a three-year Agreement as follows:
 - FY 23/24 (7/1/23 through 6/30/24) - \$720.00

- FY 24/25 (7/1/24 through 6/30/25) - \$720.00
- FY 25/26 (7/1/25 through 6/30/26) - \$720.00

Each quarterly invoice shall include a thorough explanation and justification for any new, additional charges, or changes to the amounts of past charges.

15. Mutual Indemnification. CHP shall defend, indemnify, and hold Mendocino County SAFE, its officials, officers, employees, agents, and volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of CHP, its officials, officers, employees, agents, and volunteers arising out of or in connection with CHP performance of this Agreement.

The Mendocino County SAFE, shall defend, indemnify and hold CHP, its officials, officers, employees, agents, and volunteers free and harmless from any and all liability from loss, damage, or injury to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions, or willful misconduct of San Bernardino County SAFE its officials, officers, employees, agents, and volunteers arising out of or in connection with CHP performance of this Agreement.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to any claims or cause of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred subsequent to the effective date of this Agreement and prior to the effective date of termination or completion of this Agreement.

16. 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 Program Coordinator.

17. This Agreement, and any attachments or documents incorporated herein by inclusion or reference, constitutes the complete and entire Agreement between the CHP and Mendocino County SAFE and supersedes any prior representations, understandings, communications, commitments, Agreements or proposals, oral or written.
18. Under no circumstances will Mendocino County 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 the CHP.

19. Audits. The auditing parties hereto shall be subject to the examination and audit of the State for a period of three (3) years after final payment under the contract. In addition, Mendocino County SAFE and CHP may be subject to the examination and audit by representatives of either party. The examination and audit shall be confined to those matters connected with the performance of the contract including, but not limited to the costs of administering the contract. The Mendocino County SAFE and CHP agree 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 (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., CCR Title 2, Section 1896). The Mendocino County SAFE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment.

20. Disputes. Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this 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 Mendocino County 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 lawsuit. Pending a final decision of a dispute hereunder, both parties shall proceed diligently with the performance of their duties under this Agreement, and such continued performance of their duties under this Agreement shall not constitute a waiver of any rights, legal or equitable, of either party relating to the dispute.

21. 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 Mendocino County SAFE warrant that they have viewed and fully understand all provisions of this Agreement and are authorized to bind their respective agencies to all terms of the Agreement's provisions.

STATE OF CALIFORNIA
Department of California Highway Patrol

MENDOCINO COUNTY
Service Authority for Freeway Emergencies

Jacqueline Ngo, Commander
Business Services Section

Nephele Barrett, Executive Director
Mendocino County SAFE

Date

Date