



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

**DATE:** Thursday, January 18, 2024  
4:00 P.M.

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

**DIRECTORS:** Bea Gonzales, Chair (County of San Benito)  
Scott Freels, Vice Chair (City of San Juan Bautista)  
Mia Casey (City of Hollister)  
Dolores Morales (City of Hollister)  
Mindy Sotelo (County of San Benito)

**ALTERNATES:** San Benito County: Kollin Kosmicki  
City of San Juan Bautista: Jacki Morris-Lopez  
City of Hollister: Rick Perez

**NOTICE OF PROCEDURES FOR SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS MEETINGS**

The meeting will be available through Zoom, for those who wish to join or require accommodations.

**Members of the public may participate remotely via Zoom at the following link: <https://zoom.us/join> with the following: Webinar ID: 869-3338-2314 and Webinar Passcode: 566596**

*Those participating by phone who would like to make a comment can use the “raise hand” feature by dialing “\*9” (star-nine) . In order to receive full Zoom experience, please make sure your application is up to date.*

*Remote Zoom participation for members of the public is provided for convenience only. In the event that the Zoom connection malfunctions for any reason, the COG Board of Directors reserves the right to conduct the meeting without remote access.*

*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 3. Public Comment.***

1. CALL TO ORDER
2. Verification of Certificate of Posting
3. **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.)*

## ACTION ITEMS:

4. HOLD Nomination and Election of SAFE Chair and Vice Chairperson for the 2024 Meeting Calendar.

## 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.)*

5. APPROVE SAFE Draft Action Regular Meeting Minutes Dated December 21, 2023 – Gomez
6. ADOPT Resolution No. 24-01 APPROVING Agreement No. 22R048011 with the California Highway Patrol for Call Box Answering Services for an Amount Not to Exceed Six Hundred Dollars (\$600) – Lezama

### **Adjourn to SAFE Meeting on February 15, 2024. Agenda deadline is January 30, 2024, 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.*

### **Written Comments & Email Public Comment**

Members of the public may submit comments via email by 5:00 PM. on the Wednesday prior to the Board meeting to the Secretary at [monica@sanbenitocog.org](mailto:monica@sanbenitocog.org), regardless of whether the matter is on the agenda. Every effort will be made to provide Board Members with your comments before the agenda item is heard.

### **Public Comment Guidelines**

1. If participating on Zoom: once you are selected, you will hear that you have been unmuted. At this time, state your first name, last name, and county you reside in for the record.
2. The Council of Governments Board welcomes your comments.
3. Each individual speaker will be limited to a presentation total of three (3) minutes.
4. Please keep your comments brief, to the point, and do not repeat prior testimony, so that as many people as possible can be heard. Your cooperation is appreciated.

If you have questions, contact the Council of Governments, and leave a message at (831) 637-7665 x. 201, or email [monica@sanbenitocog.org](mailto:monica@sanbenitocog.org).

CERTIFICATE OF POSTING

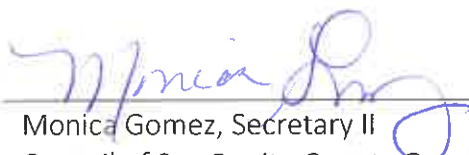
Pursuant to Government Code Section #54954.2(a) the Meeting Agenda for the Service Authority for Freeways and Expressways on **January 18, 2024** at **4:00 P.M.** was posted at the following locations freely accessible to the public:

The front entrance of the San Benito County Administration Building, 481 Fourth Street, Hollister, CA 95023, and the Council of Governments Office, 330 Tres Pinos Rd., Ste. C7, Hollister, CA 95023 at the following date and time:

On the 12th day of January 2024, on or before 5:00 P.M.

The meeting agenda was also posted on the Council of San Benito County Governments website, [www.sanbenitocog.org](http://www.sanbenitocog.org), under Meetings, SAFE, Meeting Schedule

I, Monica Gomez, swear under penalty of perjury that the foregoing is true and correct.

BY:   
\_\_\_\_\_  
Monica Gomez, Secretary II  
Council of San Benito County Governments

San Benito County  
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS  
REGULAR MEETING  
Board of Supervisors Chambers  
481 Fourth Street, Hollister, CA 95023 & Zoom Platform  
December 21, 2023 4:00 P.M.

**ACTION MINUTES**

**MEMBERS PRESENT:**

Chair Bea Gonzales, Vice-Chair Scott Freels, Director Mia Casey, Director Mindy Sotelo, Alternate Director Rick Perez

**MEMBERS ABSENT:**

Director Dolores Morales

**STAFF PRESENT:**

Transportation Planning Manager; Veronica Lezama, Administrative Services Specialist; Norma Rivera, Office Assistant; Griselda Arevalo, Deputy County Counsel; Shirley Murphy.  
Absent: Executive Director; Binu Abraham

**1. CALL TO ORDER:**

Chair Gonzales called the meeting to order at 5:03 p.m.

**2. CERTIFICATE OF POSTING**

**Motion made to acknowledge Certificate of Posting:**

Motion: Director Mia Casey                      Second: Vice-Chair Scott Freels

Motion carried: 5/0

Yes:                      Gonzales, Freels, Casey, Sotelo, Alt. Perez

No:                      None

Recused:              None

Abstention:          None

Absent:                Morales

**3. PUBLIC COMMENT:**

There was public comment received from Stacie McGrady (via-Zoom).

**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.)*

**4. APPROVE SAFE Draft Action Regular Meeting Minutes Dated June 15, 2023 – Gomez**

There was no public comment on the Consent Agenda.

**Motion made to approve the Consent Agenda:**

Motion: Director Mia Casey                      Second: Alt. Director Rick Perez

Motion carried: 5/0

Yes:                      Gonzales, Freels, Casey, Sotelo, Alt. Perez

No:                      None

Recused:              None

Abstention:          None

Absent:                Morales

The COG Board wished everyone a happy holiday season.

**ADJOURNMENT:**

There being no further business to discuss, Director Sotelo motioned to adjourn at 5:08 p.m.

Motion seconded by Director Casey.

Motion carried: 5/0

Yes:                      Gonzales, Freels, Casey, Sotelo, Alt. Perez

No:                      None

Recused:              None

Abstention:          None

Absent:                Morales

**ADJOURN TO ALUC MEETING JANUARY 18, 2024 AT 4:00 P.M.**



## STAFF REPORT

### Consent

**Prepared By:** Veronica Lezama,  
Transportation Planning Manager  
**Subject:** Call Box Answering Services  
Agreement

### Agenda Item No. 6

**Approved By:** Binu Abraham, Executive Director

**Meeting Date:** January 18, 2024

### Recommendation:

**ADOPT** Resolution No. 24-01 Approving Agreement No. 22R048011 with the California Highway Patrol for Call Box Answering Services for an Amount Not to Exceed Six Hundred Dollars (\$600).

### Summary:

The Service Authority for Freeways and Expressways (SAFE) contracts with the California Highway Patrol (CHP) for call box answering services. Calls made on San Benito County call boxes are answered by CHP answering center in Monterey County. The enclosed resolution and agreement continues call box answering services with CHP (Attachment 1).

### Background/ Discussion:

SAFE is tasked with operating and maintaining a motorist aid system of call boxes on freeways and state highways in San Benito County. SAFE has been contracting with the California Highway Patrol (CHP) for call box answering services. 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.

The California Highway Patrol (CHP) provides the Service Authority for Freeways and Expressways (SAFE) with call answering services for those calls that are made on San Benito County call boxes and provides central emergency dispatching services. As provided for in the Streets and Highways Code, the CHP can request reimbursement from California SAFEs for staff expenses related to SAFE program management.

By adopting Resolution No. 24-01, the SAFE Board of Directors is authorizing for San Benito SAFE to continue agreement with CHP for call answering services.

### Financial Considerations:

There are no financial considerations at this time.

Attachments: Resolution No. 24-01, Exhibit A: Agreement No. 22R048011

**BEFORE THE SAN BENITO COUNTY  
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS**

RESOLUTION APPROVING CONTRACT WITH THE )  
CALIFORNIA HIGHWAY PATROL FOR CALL BOX ) RESOLUTION NO. 24-01  
ANSWERING SERVICES (AGREEMENT 22R048011-0) )  
AND AUTHORIZING THE EXECUTIVE DIRECTOR TO )  
SIGN THE CONTRACT )

**WHEREAS**, San Benito County Service Authority for Freeways and Expressways (SAFE) desires to enter into contract No. 22R048011-0, attached hereto and incorporated herein by reference as Exhibit A, in an amount not to exceed Six Hundred Dollars and No Cents (\$600.00); and

**WHEREAS**, the SAFE complies with American with Disabilities Act (ADA) requirements by providing teletypewriter (TTY)/telecommunication devices for the hearing impaired 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 Board of Directors hereby approves contract No. 22R048011-0 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, 2023 through December 31, 2025.

**PASSED AND ADOPTED BY THE SAN BENITO COUNTY SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS** on this 18<sup>th</sup> day of January 18, 2024, by the following vote:

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

\_\_\_\_\_  
, SAFE Chair

**ATTEST:**  
Binu Abraham, Executive Director

**APPROVED AS TO LEGAL FORM:**  
San Benito County Counsel

By: \_\_\_\_\_

By: *Shirley L. Murphy*  
Shirley L. Murphy, Deputy County Counsel  
SAFE Legal Counsel

Dated: \_\_\_\_\_

Dated: *Jan. 11, 2024*

SCO ID: 2720-22R048011

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

22R048011

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

San Benito County Service Authority for Freeways and Expressways (SAFE)

CONTRACTOR NAME

Department of California Highway Patrol (CHP)

2. The term of this Agreement is:

START DATE

01/01/2023

THROUGH END DATE

12/31/2025

3. The maximum amount of this Agreement is:

\$600.00 (Six 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.

Exhibits	Title	Pages
Exhibit A	Agreement between The State of California Department of California Highway Patrol and San Benito County Service Authority for Freeways and Expressways (SAFE)	6
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C	General Terms and Conditions - 04/2017	*
+ - Exhibit D	Special Terms and Conditions	1
+ - Attachment 1	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	

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

San Benito County Service Authority for Freeways and Expressways (SAFE)

CONTRACTOR BUSINESS ADDRESS

330 Tres Pinos Road, Suite C-7

CITY

Hollister

STATE

CA

ZIP

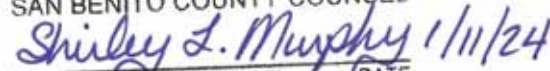
95023

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

  
 DEPUTY COUNTY COUNSEL (DATE) 1/11/24



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

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 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.

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

1. The term of this agreement shall be January 1, 2023 through December 31, 2025.
2. This 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, are incorporated herein by reference, and shall be referred to as the "GUIDELINES".
3. This Agreement shall not become effective until:
  - A. SAFE has submitted to CHP a copy of the resolution, order, motion, or ordinance from SAFE approving execution of this agreement and identifying the individual authorized to sign on behalf of SAFE, and
  - B. That this Agreement is duly signed by both parties.
4. This Agreement may be modified 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.
5. That it may be canceled by either party with thirty (30) days advance written notice.
6. Notwithstanding subparagraph 5, CHP or San Benito County SAFE may terminate this agreement upon thirty (30) days prior written notice to the other party should San Benito County SAFE be financially unable to reimburse CHP for services under this Agreement.
7. For services and assistance herein, San Benito County SAFE agrees to reimburse CHP quarterly, in arrears, and upon receipt of an itemized invoice, for charges identified in Section 17. Upon receipt, payment shall be made to CHP as invoiced within sixty (60) days. If payment is not submitted because of a dispute, San Benito County SAFE shall 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

Attn: Accounts Reimbursable Unit

B. Invoices shall be sent to:

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

8. The maintenance of the call box system (outside of CHP communications centers), including telephone service and line costs, shall be the sole responsibility of San Benito County SAFE.
9. San Benito County SAFE may contract with the CHP to perform duties as mutually agreed by the parties. As long as SAFE operates a private Call Answer Center that initially answers motorist aid call box calls, CHP and San Benito County SAFE agree that no CHP operator positions shall be charged to San Benito County SAFE during the term of this Agreement. However, if billing is necessary, Annex G of the GUIDELINES shall be used for the billing purposes if a residual workload can be substantiated.
10. The San Benito County SAFE shall pay for its proportional share of the actual wage rate for one (1/2) CHP SAFE Coordinator position, and San Benito County SAFE's proportional share of computer equipment costs (including software), when applicable. The CHP SAFE Coordinator position, as well as the reimbursable computer equipment (including software), shall be used for the San Benito County SAFE related business.
11. Each 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 each 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. The CHP shall include an estimation of San Benito County SAFE Coordinator's personnel and computer equipment costs in the annual staffing estimation.
12. Call box calls shall 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 shall be handled as rapidly as possible, however they should be handled ideally no longer than sixty (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. However, it is understood that the use of such services, as the Translation Service Contractor, shall increase total call handling time to levels above this standard.

13. The CHP shall provide to San Benito County 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.
14. 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 San Benito County 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 CHP 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).
15. 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.

16. 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 San Benito County 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 San Benito 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 San Benito County SAFE and designated as CHP property shall be maintained by CHP, otherwise San Benito County SAFE accepts responsibility. 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 telephone system specifically requested for the San Benito County SAFE shall be funded by San Benito County SAFE.

17. The maximum amount of this Agreement shall not exceed \$600.00 (Six Hundred Dollars and Zero Cents) unless amended to include options at the rates indicated below. Each quarterly invoice shall include a thorough explanation and justification for any new additional charges or changes of the amounts of past charges.
  - FY 22/23 (01/01/23 through 06/30/23) - \$100.00 (6 mo.)
  - FY 23/24 (07/01/23 through 06/30/24) - \$200.00 (12 mo.)
  - FY 24/25 (07/01/24 through 06/30/25) - \$200.00 (12 mo.)
  - FY 25/26 (07/01/25 through 12/31/26) - \$100.00 (6 mo.)

#### 18. INDEMNIFICATION

- A. As authorized by Government Code Section 895.4, CHP shall defend, indemnify, and save harmless the San Benito County SAFE, and all of San Benito County SAFE's appointees, officers, and employees from and against any and all claims, suits or actions for "injury" (as defined in Government Code Section 810.8) arising out of CHP's performance under this Agreement, but only in proportion to and to the extent that the injury is caused by the negligence or intentional acts or omissions of CHP, or CHP's appointees, officers, or employees, during the course and scope of this Agreement.
- B. As authorized by Government Code Section 895.4, San Benito County SAFE shall defend, indemnify, and save harmless the CHP, and all of CHP's appointees, officers, and employees from and against any and all claims, suits or actions for "injury" (as defined in Government Code Section 810.8) arising out of San Benito County SAFE's performance under this Agreement, but only in proportion to and to the extent that the injury is caused by the negligence or intentional acts or omissions of San Benito County SAFE, or San Benito County SAFE's appointees, officers, contractors, or subcontractors, during the course and scope of this Agreement.

C. Neither termination nor completion of this Agreement shall release either CHP or San Benito County SAFE from the obligations of this Article, so long as the claim, suit, action, or expense is predicated upon an event that occurred subsequent to the effective date of this Agreement and prior to the effective date of termination or completion of this Agreement.

19. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time (ten days) by the CHP and SAFE employees normally responsible for the administration of this Contract shall be brought to the attention of the Director (or designated representative) of each organization for joint resolution.

20. 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.

21. The Agreement and any attachments or documents incorporated herein by inclusion or reference, constitutes the complete and entire Agreement between CHP and San Benito County SAFE and supersedes any prior representations, understandings, communications, commitments, agreements or proposals, oral or written.

22. Under no circumstances shall San Benito 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 CHP.

23. 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, San Benito 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 San Benito 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). SAFE agrees to maintain such records for possible audit for a minimum of three (3) years after final payment.

24. This agreement may be amended by written mutual consent of the parties hereto.

This Agreement is entered into by the parties listed below and shall be effective upon parties' signature and 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 these provisions.

STATE OF CALIFORNIA  
DEPARTMENT OF CALIFORNIA  
HIGHWAY PATROL

SAN BENITO COUNTY SERVICE  
AUTHORITY FOR FREEWAYS AND  
EXPRESSWAYS

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J. NGO  
Commander  
Business Services Section

---

Bea Gonzales  
SAFE Chair

---

Date

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Date

*SAN BENITO COUNTY COUNSEL'S OFFICE*

*Shirley L. Murphy*

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Legal Counsel, San Benito SAFE

*Shirley L. Murphy, Deputy County Counsel*

*Jan. 11, 2024*

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Date

State Of California  
Department Of California  
Highway Patrol  
Business Services Section  
Contract Services Unit  
P.O. Box 942898  
Sacramento, CA 94298-001

San Benito County SAFE  
330 Tres Pinos Road, C7  
Hollister, CA 95023

**EXHIBIT B  
 (Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**INVOICING AND PAYMENT**

1. For services and assistance herein, satisfactorily rendered and upon receipt and approval of invoices SAN BENITO COUNTY SAFE agrees to compensate California Highway Patrol (CHP) quarterly, in arrears for the rates specified herein. Upon receipt, payment shall be made to CHP as invoiced within thirty (30) days. If payment is not submitted because of a dispute, SAFE agrees to submit the reasons for the dispute to CHP within thirty (30) days or receiving the invoice charges.

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 SAN BENITO COUNTY 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 annually.

A. The CHP agrees to submit an itemized invoice quarterly to SAN BENITO COUNTY SAFE which may include and shall not exceed the following charges:

- 1) The CHP SAFE Coordinator personnel costs shall be based on the actual step of the wage scale or 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.
- 2) 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 the 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.
- 3) Telephone system costs (if applicable). The State shall provide a standard communication 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 by SAN BENITO COUNTY SAFE Program shall be funded by SAN BENITO COUNTY SAFE.

B. The fiscal year funding for this Agreement shall be as follows:

FY	Time Period	Amou	Quarters
22/23	1/1/2023 – 6/30/2023	\$100.00	2
23/24	7/1/2023 – 6/30/2024	\$200.00	4
24/25	7/1/2024 – 6/30/2025	\$200.00	4
25/26	7/01/2025 – 12/31/2026	\$100.00	2
<b>TOTAL</b>		<b>\$600.00</b>	<b>12</b>

C. The total amount of this Agreement shall not exceed **Six Hundred Sixty Dollars and Zero Cents (\$600.00)**

**EXHIBIT B  
(Standard Agreement)**

2. Each quarterly invoice shall include a thorough explanation and justification for any new additional charges or changes of the amounts of past charges (if applicable). Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than semi-annually in arrears to:

SAN BENITO COUNTY SAFE  
Attn: SAFE Program Manager  
330 Tres Pinos Road, Suite C-7  
Hollister, CA 95023

**Payment shall be made to:**

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

Telephone: (916) 843-3583

Payment for these services may be made by corporate check, cashier's check, or money order in the invoiced amount. If a cashier's check, corporate check or money order is submitted, it must be made payable to: "CHP Accounting Section." Please note the contract number in the "memo" section of the check, and submit the check with a copy of the invoice so that it can be credited to your contract.

3. BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the California State Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.

4. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.



**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. Gifts, donations, or gratuities may not be accepted by CHP employees in their own behalf or in behalf of the Department, informal squad club, or other local funds.

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.