

**AGREEMENT BETWEEN  
VENTURA COUNTY TRANSPORTATION COMMISSION  
AND  
TELETRAN TEK SERVICES, INC.  
PROFESSIONAL AND SUPPORT SERVICES  
FOR THE VENTURA COUNTY MOTORIST AID CALLBOX SYSTEM  
Fiscal Year 2020/2021 – Fiscal Year 2022/2023**

This Agreement is by and between the Ventura County Transportation Commission, hereinafter referred to as VCTC, acting in its capacity as the Service Authority for Freeway Emergencies (hereinafter referred to as SAFE), and TELETRAN TEK SERVICES Inc., 474 Blue Azurite Avenue, Loveland, Colorado 80537, hereinafter referred to as CONSULTANT, to provide professional services to monitor the motorist aid call box system (Call Box System) on freeways, highways and other locations within the boundaries of Ventura County, as detailed in the Scope of Work and Project Proposal attached to this agreement.

**RECITALS:**

WHEREAS, SAFE requires CONSULTANT's services to monitor the motorist aid call box system ("Call Box System") on freeways, highways and other locations within the boundaries of Ventura County; and

WHEREAS, said services cannot be performed by the regular employees of SAFE; and

WHEREAS, CONSULTANT has demonstrated and warrants that it has the necessary experience, expertise and personnel to perform such services; and

WHEREAS, performing the services for SAFE, by CONSULTANT is authorized by the provisions of section 2554 of the Streets and Highway Code and section 22002, subd. (d) of the Public Contract Code of the State of California;

NOW, THEREFORE, it is mutually understood and agreed by SAFE and CONSULTANT as follows:

**1. STATEMENT OF AGREEMENT**

VENTURA COUNTY SAFE hereby engages CONSULTANT, and CONSULTANT hereby accepts such engagement, to provide professional services to monitor the motorist aid call box system. Contractor shall perform those services on the terms and conditions herein described, as set forth in Attachment 1 Scope of Work, to this agreement. Contractor hereby affirms that it has the professional qualifications, experience, and facilities to perform said services and hereby agrees to undertake and complete the performance thereof.

**2. SAFE DESIGNEE**

The SAFE Executive Director, or his designee, shall act for and exercise any of the rights of SAFE as set forth in this Agreement.

**3. STATEMENT OF WORK**

CONSULTANT shall perform the work necessary to monitor the Call Box System in a manner satisfactory to SAFE as set forth in Attachment A, entitled "Scope of Work," attached to and, by this reference,

incorporated in and made a part of this Agreement and as described in Attachment B Proposal for Support Services dated May 8, 2020.

In the event of a conflict between any specific provision of this Agreement and any provision of Attachment A or Attachment B, the provisions of this Agreement shall prevail. In the event of any conflict between any provisions of Attachment A and Attachment B, the provisions of Attachment A shall prevail over conflicting provisions of Attachment B. All work by the CONSULTANT shall be performed in a good and workmanlike manner.

#### **4. TERM OF AGREEMENT**

This Agreement shall commence upon July 1, 2020 and shall continue in full force and effect through June 30, 2023, unless earlier terminated as provided in this Agreement. In addition, SAFE shall have the option of extending this Agreement on the same terms for two additional two (2) years terms, to and including June 30, 2027, upon not less than thirty (30) days prior written notice to CONSULTANT.

#### **5. CHANGES IN THE WORK**

The SAFE may, at any time, by written order to CONSULTANT make changes within the general Scope of Work, including but not limited to revising or adding to work or deleting portions thereof. Upon receipt of such notice of change to the Scope of Work, CONSULTANT shall immediately take all necessary steps to comply therewith and to minimize the incurrence of cost allocable to work eliminated or suspended.

#### **6. COMPENSATION**

6.1 - The total compensation payable to CONSULTANT, by SAFE, for the above stated services shall be in accordance with Table 1 below and as described in Contractor's proposal, Attachment B to the agreement. The SAFE shall not be obligated to pay CONSULTANT for any costs incurred in excess of this amount.

Table 1	
Year 1	\$ 27,250
Year 2	\$ 27,250
Year 3	\$ 27,250
Total	\$ 81,750

6.2 – CONSULTANT will bill SAFE monthly for reasonable expenses incurred during the month. SAFE will pay CONSULTANT within thirty (30) days of receipt of invoice and monthly progress report. Each invoice shall be supported by an itemized statement of costs claimed to have been incurred by CONSULTANT in the performance of the Agreement during the period covered by such invoice.

6.3 - CONSULTANT will be paid 25% of amounts collected by the Consultant or due to the Consultant's efforts for knockdowns. No fee will be paid if CONSULTANT is unable to collect the knockdowns and the matter is returned to SAFE.

#### **7. PROGRESS AND COMPLETION**

CONSULTANT shall commence upon July 1, 2020 upon written authorization of the SAFE to proceed. In addition, SAFE shall have the option of extending this Agreement on the same terms and conditions for two additional two (2) years periods, to and including June 30, 2027, upon not less than thirty (30) days prior written notice to CONSULTANT. CONSULTANT will provide to SAFE monthly progress reports, which include a summary of the work completed for each task during the billing period.

## **8. KEY PERSONNEL**

The Project Manager for the project shall be Mr. Travis Benson, with support from Mr. Eddie Castoria. These individuals are considered essential to the work being performed under this Agreement; substitution for these individuals will not be made without the prior written consent of the SAFE.

## **9. ASSIGNMENT AND SUBCONTRACTING**

9.1 - This Agreement is for professional services and CONSULTANT may not assign its rights under this Agreement nor delegate the performance of its duties without the SAFE's prior written consent.

9.2 - CONSULTANT shall complete all professional services under this Agreement and as set forth in Attachment A. CONSULTANT may assign duties to another subcontractor upon prior written consent of the SAFE. Any assignment or delegation without SAFE's prior written consent shall be void.

## **10. CHANGES**

10.1 - By written notice or order, SAFE may, from time to time, order work suspension or make changes in the general scope of this Agreement in any one or more of the following:

1. Description of services to be performed.
2. Time of performance (i.e. hours of the day, days of the week, etc.).
3. Place of performance of the services.
4. Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for SAFE in accordance with the drawings, designs, or specifications.
5. Method of shipment or packing of supplies.
6. Place of delivery.

10.2 - If any such change causes an increase or decrease in the maximum obligation, or in the time required for performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of this Agreement, SAFE may, in its reasonable discretion, make an equitable adjustment in the (1) maximum cumulative payment obligation, (2) delivery schedule, and (3) other affected terms.

10.3 - CONSULTANT shall promptly notify SAFE of any monetary adjustment required by the paragraph above and assert its claim for adjustment within thirty (30) days after receipt of the written order.

## **11. BREACHES AND DISPUTE RESOLUTION PROCEDURE**

11.1 - DISPUTES. Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of SAFE. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONSULTANT mails or otherwise furnishes a written appeal to SAFE. In connection with any such appeal, the parties shall agree to mediate or arbitrate the dispute using JAMS/Endispute or such other entity or person agreed upon by the parties and by following such entity's rules and procedures before filing an action in any court of law.

11.2 - PERFORMANCE DURING DISPUTE. Unless otherwise directed by SAFE, CONSULTANT shall continue performance under this Agreement while matters in dispute are being resolved.

11.3 - CLAIMS FOR DAMAGES. Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for

whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

11.4 - RIGHTS AND REMEDIES. The duties and obligations imposed by this Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by SAFE or CONSULTANT shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Nothing in this Article shall be construed to preclude the party who failed to prevail in mediation or arbitration from filing a civil action for resolution of the controversy, dispute, or claim; provided however, that no civil action shall be filed prior to conclusion of the mediation conducted as set forth above.

## 12. RELATIONSHIP OF THE PARTIES

Both parties to this agreement agree that the relationship of the parties shall be that CONSULTANT is an independent CONSULTANT and shall represent the will of SAFE only as to the results of the subject matter of this contract, and not as to the manner in which the services herein are performed, except as provided in Attachment A. CONSULTANT shall have complete control and responsibility over the details and performance of the services herein required to complete the agreement, and in no event shall CONSULTANT be considered an officer, agent, servant or employee of SAFE.

## 13. INSURANCE

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONSULTANT, his or her agents, representatives, employees or subcontractors.

### 13.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$2,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONSULTANT's profession, with limit no less than **\$2,000,000** per occurrence or claim.

If the CONSULTANT maintains higher limits than the minimums shown above, Ventura County SAFE requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any

available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the SAFE.

### **13.2 Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### **a. Additional Insured Status**

Ventura County SAFE, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

#### **b. Primary Coverage**

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects Ventura County SAFE, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Ventura County SAFE, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### **c. Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days notice to Ventura County SAFE.

#### **d. Waiver of Subrogation**

CONSULTANT hereby grants to Ventura County SAFE a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the SAFE by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SAFE has received a waiver of subrogation endorsement from the insurer.

#### **e. Self-Insured Retentions**

Self-insured retentions must be declared to and approved by Ventura County SAFE. Ventura County SAFE may require the CONSULTANT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Further, if the CONSULTANT's insurance policy includes a self-insured retention that must be paid by a named insured as a precondition of the insurer's liability, or which has the effect of providing that payments of the self-insured retention by others, including additional insureds or insurers do not serve to satisfy the self-insured retention, such provisions must be modified by special endorsement so as to not apply to the additional insured coverage required by this agreement so as to not prevent any of the parties to this agreement from satisfying or paying the self-insured retention required to be paid as a precondition to the insurer's liability.

#### **f. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to SAFE.

#### **g. Claims Made Policies**

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

#### **h. Verification of Coverage**

CONSULTANT shall furnish Ventura County SAFE with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Ventura County SAFE before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. Ventura County SAFE reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### **i. Subcontractors**

CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and CONSULTANT shall ensure that Ventura County SAFE is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 and CG 20 40.

#### **j. Special Risks or Circumstances**

Ventura County SAFE reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **14. TERMINATION**

14.1 - SAFE may terminate this Agreement, in whole or in part, for convenience at any time by written notice to CONTRACTOR. Upon receipt of notice of termination, CONTRACTOR shall stop work under this Agreement immediately, to the extent provided in the notice of termination, and shall promptly submit its termination claim to the Executive Director for work performed up to the time of termination, CONTRACTOR shall be paid: (i) the full price for completed and approved sites under Task A through D and Administrative Tasks, as well as Task F, (ii) for hours worked and costs incurred under Task E for costs incurred for Special Projects, as well as reasonable termination costs, up to the maximum amount payable under this Agreement. CONTRACTOR shall take all reasonable steps to minimize termination costs. If CONTRACTOR has any property in its possession belonging to SAFE, CONTRACTOR will account for the same, and dispose of it in the manner SAFE directs.

14.2 - If CONTRACTOR becomes insolvent, assigns or subcontracts the work without SAFE's prior approval, does not deliver the work specified in this Agreement or fails to perform in the manner called for, or fails to comply with any other material provision of this Agreement, SAFE may terminate this Agreement for default. Termination shall be effected by serving a ten (10) day advance written notice of termination on CONTRACTOR, setting forth the manner in which CONTRACTOR is in default. If CONTRACTOR does not cure the breach or propose a plan and schedule for curing the breach acceptable to SAFE within the ten (10) day period, SAFE may terminate this Agreement. SAFE shall pay the CONTRACTOR for completed work as described above, except that (i) in no event shall SAFE be required to compensate the CONTRACTOR for defaulted work, and (ii) any amounts paid shall be offset by any costs incurred by SAFE to correct or complete work required under this agreement, including the difference between CONTRACTOR's price for this agreement and any higher price paid to another contractor retained to complete the work.

## **15. INDEMNIFICATION**

15.1 - The parties intend for each party to bear responsibility for its acts and omissions in relation to this Agreement. Accordingly, CONSULTANT and SAFE each hereby agree to indemnify and hold the other party and its respective commissioners, directors, officers, agents, and employees harmless from any and all claims, demands, suits, loss, damages, injury, and/or liability, direct or indirect (including any and all costs and expenses in connect therewith), incurred by reason of any act or failure to act on the part of the indemnifying party or its respective commissioners, directors, officers, agents, employees and/or subconsultants under or in connection with this Agreement.

15.2 - If either party to this Agreement claims a right to be indemnified pursuant to this Article 15, it shall send written notice to the indemnifying party as promptly as practicable, but in any event within 10 days of such indemnified party's becoming aware of such claim. Upon receipt of such request, the indemnifying party shall assume the cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against the indemnified party, its commissioners, directors, officers, agents, and/or employees, arising out of such act or failure to act. Failure of the indemnified party to so notify the indemnifying party will not relieve the indemnifying party from any liability arising under this Article 15 unless the failure to so notify the indemnifying party materially prejudices the indemnified party's ability to assert defenses or counterclaims available to it.

## **16. ASSIGNMENTS AND SUBCONTRACTING**

16.1 - Neither this Agreement nor any interest herein nor claim hereunder may be assigned by CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be subcontracted by CONSULTANT, without the prior written consent of SAFE. Consent by SAFE shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms and conditions of this Agreement.

16.2 - CONSULTANT shall include in any subcontract agreements the stipulation that the sub-CONSULTANTS shall maintain adequate insurance coverage consistent with Article 8 Insurance coverage requirements at a minimum.

## **17. AUDIT AND INSPECTION OF RECORDS**

After receipt of reasonable notice and during the regular business hours of CONSULTANT, CONSULTANT shall provide SAFE, or agents of SAFE, such access to CONSULTANT's books, records, payroll documents and facilities as SAFE deems necessary to examine, audit and inspect all accounting books, records, work data, documents and activities directly related hereto. SAFE shall utilize the services of an outside Certified Public Accounting firm to review CONSULTANT's cost data. CONSULTANT shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly

identify and make such items readily accessible to such parties during CONSULTANT's performance hereunder and for a period of three (3) years from the date of final payment by SAFE hereunder.

## **18. FEDERAL, STATE AND LOCAL LAWS**

CONSULTANT warrants that in the performance of this Agreement, it shall comply with all applicable federal, state and local laws, regulations, and all orders and rules promulgated thereunder.

## **19. EQUAL EMPLOYMENT OPPORTUNITY**

In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

## **20. PROHIBITED INTERESTS**

CONSULTANT covenants that, for the term of this Agreement, no director, member, officer or employee of SAFE during his/her tenure in office or for one (1) year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **21. OWNERSHIP OF REPORTS AND DOCUMENTS**

The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of SAFE. Copies may be made for CONSULTANT's records but shall not be furnished to others without written authorization from SAFE. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by SAFE.

## **22. PATENT AND COPYRIGHT INFRINGEMENT**

21.1 - In lieu of any other warranty by SAFE or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against SAFE on account of any allegation that any item furnished under this Agreement or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given SAFE, information and assistance at CONSULTANT's expense for the defense of same. However, CONSULTANT will not indemnify SAFE if the suit or claim results from: (i) SAFE's alteration of a deliverable, such that said deliverable in its altered form infringes upon any presently existing U.S. letters patent or copyright; (ii) the use of a deliverable in combination with other material not provided by CONSULTANT when such use in combination infringes upon an existing U.S. letters patent or copyright; or (iii) the operation of the call box system in a manner other than as contemplated by this Agreement.

21.2 - CONSULTANT shall have sole control, in consultation with SAFE, over the defense of any such claim or suit and all negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify SAFE under any settlement made without CONSULTANT's consent or in the event SAFE fails to cooperate in the defense of any suit or claim, provided, however, that said defense shall be at CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim, CONSULTANT, at no expense to SAFE, shall obtain for SAFE the right to use and sell said item, or shall substitute an equivalent item acceptable to SAFE and extend this patent and copyright indemnity thereto.



## **23. GRANT OF LICENSE**

SAFE acknowledges that all intellectual property and proprietary rights of any type whatsoever, including without limitation all patent rights, copyright rights, trade secrets and/or know-how, contained in or used by any hardware, software, and firmware provided to SAFE hereunder or used or developed by CONSULTANT to provide services to SAFE under this Agreement (collectively the "CONSULTANT Proprietary Rights") belong solely and exclusively to CONSULTANT. Nothing contained in this Agreement shall be construed to convey any rights or proprietary interest in CONSULTANT'S Proprietary Rights to SAFE, except as specifically granted herein. CONSULTANT hereby grants to SAFE a non-exclusive, non-transferable, royalty free license to use the software provided by CONSULTANT in CONSULTANT's performance of its obligations hereunder for the term of this Agreement.

## **24. FORCE MAJEURE**

24.1 - Any event beyond the control of CONSULTANT and not due to an act or omission of CONSULTANT that materially and adversely affects CONSULTANT's obligations and which event (or the effects of which event) could not have been avoided by due diligence and use of reasonable efforts by CONSULTANT shall be deemed a "Force Majeure Event", including the following:

1. Any earthquake, hurricane, flood or other natural disaster;
2. Any epidemic, blockade, rebellion, war, riot, act of sabotage or civil commotion, disastrous or extensive fire or explosion, or strike;
3. The suspension, termination, interruption, denial or failure to obtain, renew or amend any permit SAFE is responsible for obtaining;
4. Any change in a governmental rule or regulation, or change in the judicial or administrative interpretation of a governmental rule or regulation, or adoption of any new governmental rule or regulation that by its nature imposes additional costs or delays on CONSULTANT and that was not reasonably foreseeable at the Proposal Date; and
5. Any lawsuit seeking to restrain, enjoin, challenge or delay construction of the Project or the granting or renewal of any governmental approval.

24.2 - CONSULTANT shall give notice in writing to SAFE within five (5) days of the date CONSULTANT or its employees or agents became aware, or should have reasonably become aware, that a Force Majeure Event would prevent or delay CONSULTANT's performance. Such notification shall: (i) describe fully such Force Majeure Event(s) and its effect on performance, (ii) state whether performance under this Agreement is prevented or delayed, and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay.

24.3 - CONSULTANT shall have the burden of proving that a Force Majeure Event(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as SAFE may reasonably request.

24.4 - If it is determined by SAFE that CONSULTANT's delay or failure to perform resulted from a Force Majeure Event, SAFE, after setting up a new delivery or performance schedule, may allow CONSULTANT to continue work, or treat the failure to perform as a termination for convenience in accordance with Article 14 of this Agreement.

## **25. ATTORNEY FEES**

In the event any dispute results in the use of ADR or the filing of an action in any court of law to enforce any rights under this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and costs, in addition to any other relief granted.

## 26. NOTICES

All notices to SAFE under this agreement shall be in writing and sent to:

Mr. Darren Kettle  
Executive Director  
Ventura County SAFE  
950 County Square Drive, Suite 207  
Ventura, CA 93003

All notices to CONTRACTOR under this agreement shall be in writing and sent to:

Mr. Travis Benson  
TeleTran Tek Services, Inc.  
474 Blue Azurite Ave  
Loveland, CO 80537

This Agreement shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

CONSULTANT

VENTURA COUNTY SAFE

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Travis Benson  
Program Manager

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Claudia Bill De la Peña  
Chair

APPROVED AS TO FORM:

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Stephen Mattas  
General Counsel

## **Attachment A – Scope of Work**

### **SCOPE OF WORK/SERVICES & CONTRACT DELIVERABLES**

The scope of work is described below. The selected Consultant or consulting team will be expected to perform all technical and other analyses necessary to complete the scope of work. The Consultant will receive general direction from the SAFE Executive Director or his designee. Tasks will include the following:

#### **A1. Management Information Reports – Call Statistics**

Consultant will provide monthly statistical reports of call box system operations for SAFE system managers and policy-makers based on the primary data sources for operational statistics, cellular billing and maintenance databases, in tabular and graphic formats.

The Consultant will maintain and update the SAFE call box database as needed and track any temporary removals required by road construction activities. The following information should be included in monthly statistical reports for call box operations:

- Call Box calls to Dispatch by call type
- Average number of calls per Call Box
- Call Volume by Dispatch
- Average call length for aid
- Average call delay
- Call Box call volumes
- Calls by watch/shift
- Percent of Active Call Boxes used to call for assistance
- Call Box calls by call type (AAA, CHP, etc.)
- Inactive Call Boxes (Temporarily Removed)
- SAFE Summary of calls for aid by hour
- SAFE Call Box call history
- Calls since January, 2000
- SAFE 25 most used Call Boxes
- Unassigned Call Box phone numbers
- Calls to other/unexpected destinations
- SAFE overall Call Box summary
- SAFE Highway Statistics
- SAFE Preventative Maintenance
- SAFE Call Box repairs
- High or low call volume boxes (maintenance)
- Calls for aid by highway
- SAFE Call Box call breakdown by individual Call Box

It will be the Consultant's responsibility to interface with the SAFE communications provider (currently AT&T), Call Center (currently CHP), and Maintenance Contractor (currently CASE Systems, Inc.) to gather information as necessary for creation of the monthly, quarterly, and annual reports. Over the duration of this contract, it is possible that these providers may change and thus additional interfaces may be required. The costs for all interfaces the Consultant determines are necessary should be considered as included as part of the bid rates and hour estimations.

#### **Deliverables:**

- Monthly statistical reports on call box system operations, including:
  - Call/answer and maintenance statistics and reports as shown above
  - As needed updates to the SAFE call box database

**Completion dates:** On-going/monthly July 1, 2020 – June 30, 2023 A2. Management Support

## **A2. Management Support**

Consultant will provide management reports and analyses on an as requested basis to SAFE staff. These include, among other items, analyses and reports based upon special database queries beyond those performed for Task 1.

Consultant will prepare a report that includes a quantitative analysis of annual call box usage rates, qualitative assessment of callbox use and contribution to motorist safety and roadway operations, and if warranted, recommendations for call box reductions and removals.

Examples of additional Management Support include procurement assistance, project oversight, field inspections and vendor relations. If requested, Consultant will assist SAFE staff in evaluating which fixed call boxes should be selected for permanent removal, based upon criteria that will be jointly developed.

### **Deliverables:**

- Report containing quantitative and qualitative assessment of annual Call box Use
- Additional deliverables to be determined from the scope of work defined for each management support project.

**Completion dates:** On-going/as needed July 1, 2020 – June 30, 2023

## **A3. Knockdown Collections**

Assist Ventura County SAFE in recovery of funds for the repair and replacement of call boxes that have been knocked down, i.e. knockdown funds. The consultant will be responsible for delivering knockdown work orders from the maintenance contractor, as well as all available CHP accident reports, to Ventura County SAFE. The consultant will work to maximize receipt of accident reports, and arrange if possible for them to be delivered directly to the contractor for processing.

Consultant's responsibilities will include:

- All communications with the responsible parties and their insurance companies. Up to three letters will be written requesting payment per knockdown.
- Forward all funds collected to Ventura County SAFE for deposit by SAFE.
- If no response is received after the third letter, the matter will be transferred to the Ventura County SAFE. [Note: no fee will be collected on matters referred to the Ventura County SAFE.]
- Consultant will provide SAFE staff with a monthly knockdown fund status report as part of the monthly invoice.

Contractor work under Task 3 will be performed on a 25% of amounts collected basis.

**Deliverables:** Monthly knockdown fund status reports and invoices.

**Completion dates:** On-going/as needed July 1, 2020 – June 30, 2023

**Proposal for Support Services to the  
Ventura County SAFE  
Motorist Aid System  
for July 1, 2020 through June 30, 2023  
(and two 2-year Options)**



*Submitted by:*



**TeleTran Tek Services**  
474 Blue Azurite Ave  
Loveland, CO 80537

*Submitted to:*



**Ventura County SAFE**  
950 County Square Drive, Ste. 207  
Ventura, CA 93003

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## INTRODUCTION

TeleTran Tek Services, Inc. (T-Cubed) is pleased to submit this Proposal to the Ventura County SAFE (SAFE) for provision of support services related to the operation of the SAFE Call Box System (Option A). The Proposal is for the period from July 1, 2020 through June 30, 2023. Two 2-year options are also included in the Proposal as required by the RFP. With the exception of knockdown collections, all Tasks will be charged on an hourly “as used” basis, so that SAFE will only pay for services actually rendered -- after request from the SAFE Program Manager.

T-Cubed understands the complexities of a Motorist Aid System. We understand that the SAFE staff manages the Motorist Aid program from within the Ventura County Transportation Commission, whose Board serves as the SAFE Board. Since we have worked with SAFE since its inception, we know that Ms. Fagan has many other responsibilities in addition to managing SAFE. For that reason, she has limited time to spend on call box and other motorist aid matters, as did her predecessors whom we have supported. The management reports we prepare, the special data analyses we develop in response to special requests from SAFE staff and the special projects oversight we provide all help the SAFE Project Manager focus her efforts on other priorities with the knowledge that T-Cubed has her covered.

Because of our long-term work with and commitment to call box programs, we also understand the unique relationship SAFE has with CHP and Caltrans. On one hand, those agencies oversee what the Ventura County SAFE and other call box programs do, under both the California Streets and Highway Code and the Motorist Aid Guidelines. On the other hand, SAFE works cooperatively with those agencies through its contract and right-of-way permit with Caltrans, and the call answering and related services provided by CHP. Through our past management of the San Diego SAFE and our support services to other SAFEs, we also know and have worked cooperatively with all the major call box maintenance, call answering and cellular vendors.

T-Cubed has no actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided under Agreement for Consultant services to be awarded pursuant to this RFP.

## TECHNICAL APPROACH

### **Task A1 Management Information Reports – Call Statistics**

T-Cubed has provided Call Box Operational Analysis services to SAFE since the beginning of its call box program. We have also provided similar services to many other California SAFEs. Our statistical reports provide system managers and policy-makers with informative views of actual system operations. Data is presented for the current report period, and displayed over time with a moving window. We also provide comparison data to other SAFEs when requested. Data is presented both numerically and in graphic form. The latter allows Ms. Fagan and other VCTC management to quickly understand how the SAFE Program is operating, and where improvements might be made. As the saying goes, “a picture is worth a thousand words”.

The primary data sources for operational statistics are cellular billing and maintenance databases. Travis Benson downloads the necessary data on a monthly basis, and processes it to identify any problems with the data. Once the data has been processed, Mr. Benson produces the monthly report. The software and procedures used to create the report format and data contents are proprietary to T-Cubed.

T-Cubed also maintains and updates the SAFE call box database. Updating occurs when new call boxes have been installed, when road construction require temporary removals, or when other important changes to data become necessary (as in telephone area code changes or switching maintenance or cellular providers).

As part of his normal monthly due diligence to which VCTC has grown accustomed, Mr. Benson also monitors for unusual call box call activity at the earliest possible opportunity (the day the AT&T data is published online). When discovered, Mr. Benson immediately contacts the maintenance provider to alert them of a potential call box malfunction. On numerous occasions, this extra effort has saved VCTC from accruing additional cellular usage charges. Furthermore, T-Cubed has successfully fought for and received cellular credit when the overages are found to be a result of an AT&T malfunction. This is one example of a cooperative relationship that T-Cubed has developed over the years while working for VCTC. Together, working with AT&T and CASE Systems, T-Cubed has forged a working partnership that keeps the VCTC call box system running smoothly.

As the incumbent consultant, T-Cubed already provides the reports required in the RFP. For any report sections not currently being produced for VCTC, T-Cubed probably already provides these additional metrics for other SAFE programs and would not need to develop the systems and formatting necessary to create them. We have developed the necessary working relationships with all SAFE vendors. We know how they operate, what they do well and where they can make improvements. Through our management reports and direct contact with Ms. Fagan, we help her manage the work of those vendors.

T-Cubed notes two requirements of the RFP for management information reports that differ from current practice:

- 1) Call Type Information: Call type information is not available from CHP, which answers VCTC SAFE call box calls.
- 2) Quarterly Reports: The RFP mentions monthly, quarterly and annual reports. We note that the Deliverables for Task A1 only require monthly reports. We have therefore not included any cost for providing quarterly reports, and have included costs for the annual report in Task A2 as directed in the RFP. Should SAFE desire quarterly reports, T-Cubed will negotiate any additional costs related to that tasking with SAFE.

## **Task A2 Management Support**

### **Annual Report**

The RFP specifies an annual call box statistics report as a Deliverable for Task A2. T-Cubed already prepares annual reports for our other customers, so we anticipate just some initial setup



time to customize the report for the Ventura County SAFE, followed by recurring hours each year to organize the data and prepare the report.

### **Tailored Reports**

Our customers on occasion ask Travis Benson to dive into the call data to answer special questions. T-Cubed uses a relational database that can support global queries. This approach provides tremendous flexibility to analyze information in those data sources to respond to ad hoc queries from SAFE staff. For example, we can evaluate the relationship among calls from particular call boxes, spacing between call boxes and, after some Internet research on the Caltrans web site, the average daily traffic that passes by that call box site. All of this can be used to assist SAFE staff in selecting potential sites for either new installation or permanent removal. Mr. Benson can receive a special analysis request, discuss it with Ms. Fagan as necessary, perform the required database queries and send back the requested analyses within a couple of days -- and often within just a few hours -- depending on the complexity of the request.

### **Special Projects**

Once the need for a special project has been identified by either the SAFE Manager or by T-Cubed from a review of data, we discuss the project's parameters and goals with the SAFE Program Manager, usually by telephone and email. Often our input comes from similar projects we have done for other SAFEs, or prior projects for the Ventura County SAFE, from which we can share "lessons learned". On simpler projects, we can often develop a Work Plan during this initial discussion, and go right to work. On more complex projects, the T-Cubed staff follows the initial discussion with our own internal analysis of:

- The available alternatives, e.g., how to best approach the project to achieve SAFE's goals,
- What information will be needed from the data we maintain for SAFE, and what information or assistance will be needed from other sources such as CHP, Caltrans or vendors,
- What resources and equipment, if any, must SAFE purchase (e.g., an additional call box, a new computer program), and
- An estimate of hours of T-Cubed time and materials to complete the special project.

We then present a work plan and cost proposal to the SAFE Program Manager for further discussion and approval. As we execute the special project, we update the SAFE Program Manager on project progress and any other pertinent information. When necessary, we recommend changes to the work plan as events occur. When our work on the special project is completed, we once again discuss the project and its results with the SAFE Program Manager and, if requested, prepare a final report.

T-Cubed has assisted the SAFE Program Managers over the years on a number of special projects. We have developed project parameters and Scopes of Work, and when requested also provided drafting of procurement documents and Proposal evaluations. Previously, we performed all these functions in our role as the management and staff for the San Diego SAFE, and

can therefore bring directly applicable experience to the needs of the Ventura County SAFE. Examples include:

- In 2005, we conducted a field assessment of the entire SAFE call box system for Kerry Forsythe, the former SAFE Program Manager. From that assessment, Mr. Forsythe was able to recommend which sites were not in compliance with the then-applicable Call Box Guidelines related to transverse walls. The SAFE Board then approved changing those sites to a newer site configuration (L or M) that eliminated the transverse wall problem and concurrently made the sites accessible to persons with mobility disabilities. The T-Cubed staff, acting as the San Diego SAFE staff, was instrumental in developing, testing and getting Caltrans approval for the new site designs.
- In 2014, T-Cubed performed a field review to update the photo database maintained by T-Cubed of SAFE call box sites. That field review provided data on each site's physical characteristics and current compliance with guidelines for providing accessibility to persons with mobility disabilities. T-Cubed then provided SAFE with a preliminary System Modernization Project Plan that included recommendations for 3G cellular technology upgrades and potential permanent site removals, as well as an initial cost estimate for that work. The System Modernization Plan formed the basis for implementing System Modernization efforts adopted by the SAFE Board. T-Cubed also performed System Modernization planning adopted by the Capitol Valley Regional SAFE Board.
- In 2016, T-Cubed prepared a detailed System Modernization Plan at the request of and in cooperation with SAFE Staff. It described the analyses used to identify future call box system needs in light of reduced call volumes, required cellular technology upgrades and desired enhancement to call box site configurations to enhance access for persons with mobility disabilities.
- In 2018, we prepared a 28-page report for the Ventura County SAFE entitled "*Authorized Uses of SAFE Funds under the Revised California Motorist Aid Statutes: An Analysis.*" The then SAFE Manager wanted to know what projects, other than call box systems, California SAFEs had done and were doing using DMV fee revenues. T-Cubed President Eddie Castoria conducted extensive research on relevant California statutes and interviews with managers and staff from other SAFEs, CHP, DMV, CASE Systems and other sources. The resulting report laid out a number of special projects done by other SAFEs, and provided an analysis of which made the most sense for the Ventura County SAFE. Among those projects analyzed was implementing an FSP program in Ventura County.

Copies of the reports referenced above have already been provided to the Ventura County SAFE. T-cubed will gladly provide them again if desired by the SAFE Manager. We note that we have performed similar and other special projects for the MTC and Capitol Valley SAFEs.

Since the 2018 report, the Ventura County SAFE has not requested any special project work. Other than the new Annual Report, we do not anticipate any significant special project requests in the next 3 years, and have therefore included a limited number of estimated hours for that purpose in our Proposal. Should the SAFE Manager determine the need for a larger special project beyond those hours, we will of course be happy to discuss the project and additional hours necessary to complete it.

### **Task A3 Knockdown Collections**

T-Cubed has provided similar knockdown recovery services to the San Diego, Capitol Valley and MTC SAFEs. Over varying years for each SAFE since 2001, T-Cubed has recovered over \$750,000 for these SAFEs, in effect reducing their cost of operations.

We follow the general process stated in the RFP to perform the collections, with an obvious emphasis on obtaining CHP Accident Reports and identifying insurance coverage. T-Cubed works closely with CHP to receive knockdown accident reports directly. T-Cubed routinely obtains knockdown work orders from CASE Systems, Inc., the maintenance vendor. These provide the necessary information to determine the cost to SAFE for repairs.

T-Cubed then contacts the motorist's insurance company if noted in the accident report, or the motorist directly if no evidence of insurance was provided. If funds are not recovered after the initial written contact and two additional letters requesting payment, the file will be turned over to SAFE as required in the Scope of Work. In that case, T-Cubed receives no payment for its services. For those matters for which payment is received, the checks are forwarded to SAFE along with the T-Cubed monthly invoice, which details amounts collected and the 25% amount to be paid to T-Cubed.

### **PROJECT MANAGEMENT**

Mr. Benson serves as the T-Cubed Project Manager for the Ventura County SAFE and performs the work described in Task A1, A2 and A3 of the RFP. When desirable, he coordinates with T-Cubed President Eddie Castoria for advice based upon Mr. Castoria's extensive experience in the call box world.

As we have demonstrated in our previous support of SAFE, T-Cubed can and will provide all deliverables required in the RFP in a timely manner. T-Cubed will work closely with Ms. Fagan to identify both what services she needs and when she needs them. By staying in regular contact, we have been able to flexibly plan, implement and when necessary revise the actions we must take to furnish the deliverables required under our contract. Because of our previous work managing the San Diego SAFE, we in many cases have already completed, and can bring lessons learned about, projects of interest to SAFE.

### **T-CUBED QUALIFICATIONS**

T-Cubed has performed every aspect of call box implementation and ongoing support for California call box systems, including the Ventura County SAFE, significantly in excess of the four year minimum qualifications stated in the RFP. Please see Mr. Benson's attached resume. Members of the TeleTran Tek Services staff have been active in supporting virtually every major issue undertaken by the California SAFEs and the California SAFE Committee. Our staff supports California SAFEs by providing services similar to those required by SAFE. Our capabilities include project management, systems analysis, software programming, specifications development, job cost estimating, procurement, and research. For the past nine years, we have

performed knockdown collection services for the Ventura County SAFE and, for varying periods up to fifteen years, have performed those services for the San Diego, MTC and Capitol Valley Regional SAFEs.

From 1998-2013, T-Cubed directly managed the San Diego SAFE under a “first-of-its-kind” private contract. T-Cubed was selected to do so from among a group of local government agencies when the County of San Diego discontinued its services to the San Diego SAFE. T-Cubed President Eddie Castoria served as the San Diego SAFE Executive Director. Travis Benson served as the SAFE Assistant Executive Director. In those roles, Mr. Castoria and Mr. Benson oversaw all aspects of the San Diego SAFE Motorist Aid Program, including:

- overall program administration;
- accounts payable management;
- coordination of the SAFE Investment Program for Fund Balance monies with the County Treasurer;
- public speaking and coordination with community groups on call box matters;
- preparation and presentation of the Annual SAFE Budget and 7-year Spending Plan;
- call box siting and installation oversight;
- call box removal analysis;
- call box maintenance oversight;
- coordination with Caltrans, CHP and other public agencies, including contract and cooperative agreement negotiation;
- coordination with 511 transportation information services;
- procurement of services and equipment from Case Systems, AT&T Cellular and other vendors;
- knockdown collections;
- supervision of the privatized Call Box Answer Center; and
- preparation and presentation of Agenda Items at the bimonthly SAFE Board of Directors meeting.

Mr. Benson originally designed and has maintained the SAFE program databases since the program’s inception. As he receives data on a monthly basis from AT&T, CHP and the maintenance vendor, Mr. Benson reviews it, cleans up any entry errors he finds and then processes it for inclusion in the databases. Using Microsoft Excel™, Microsoft Access™ and Microsoft Visual Basic™, he uses multiple queries he has programmed that each render specific information necessary to meet the reporting requirements of the RFP. That information is then presented through charts, graphs, summaries and detailed tables in the management reports T-Cubed regularly provides to Ms. Fagan. These reports allow her to quickly assess areas of program performance or, when she desires, drill further into details. Mr. Benson uses his knowledge of the SAFE program to identify and report any anomalies he finds in the results and, in most cases, to work with the vendor(s) involved to resolve the problem before it is even mentioned in the reports.

- The key factor here is that Mr. Benson has already performed all the necessary preparatory and programming work used to prepare the final versions of the required reports, tailored to the specific requirements developed with SAFE staff over the years. Mr. Benson would have no “learning curve” going forward.

In summary, T-Cubed has provided call box program operations reports, as well as program management and special projects support to the Ventura County SAFE since the beginning. Our extensive experience working with SAFE over the years, along with the lessons learned managing the San Diego SAFE Program, will be of critical importance to Ms. Fagan. Because we have worked with each of the SAFE Program Managers over time, we can provide much of the internal SAFE “corporate memory”, which would be particularly helpful should SAFE Program Manager responsibilities transition again.

## **T-CUBED REFERENCES**

### **Metropolitan Transportation Commission**

Contact: Steve Terrin, SAFE Program Manager  
(415) 778-6605  
[sterrin@mtc.ca.gov](mailto:sterrin@mtc.ca.gov)

Contract amount: \$200,000 (2 year)

Representative Projects:

- Call box system monthly and annual statistics reports
- Freeway Service Patrol monthly, annual and TAC reports
- Special request programming and analysis to resolve FSP data anomalies from AVL/GPS vendor assist reports
- Special request programming to automate tow vendor invoicing

### **Capitol Valley Regional SAFE**

Contact: Barbara Vaughan Bechtold, SAFE Program Manager  
(916) 340-6226  
[bvaughanbechtold@sacog.org](mailto:bvaughanbechtold@sacog.org)


Contract amount: \$183,181 (2-year)

Representative Projects:

- Call box system monthly and annual statistics reports
- CVRS System Modernization Project Plan (equipment upgrades and removals)
- Create and update call box system photo database

## **COST PROPOSAL**

The attached Appendix A shows the projected hours and costs for the Scope of Work included in Option A of the RFP, as well as related Other Direct Costs such as travel, lodging, subsistence and materials procurement. Projected hours and costs for the two 2-year options are also included.

<b>Signature of Authorizing Official:</b>	
Name of Bidding Company	TeleTran Tek Services, Inc.
Address	474 Blue Azurite Avenue Loveland, CO 80537
Phone Number	760-522-1017
Fax Number	760-539-9948
Email	travis@tcubed.net
<b>By signing below, we acknowledge and agree to provide the required services and comply with all the terms and conditions (including all applicable insurance requirements) listed in this RFP.</b>	
Representative Name and Title	Travis Benson, Project Manager
Name of Authorizing Official	Travis Benson, Project Manager
Authorized Signature	

## **APPENDIX A: COST PROPOSAL**

As required by the RFP, costs charged will solely be based on actual time and materials used (except for Task 3), as has been our practice in the past.

Please see the next page.

## APPENDIX A: Cost Proposal

Cost Proposal per Year (7/1/2020 - 6/30/2023)				
T-Cubed Staff	Task	Hourly Rate	Hours	Total
Travis Benson Project Manager	A1	\$125.00	192	\$24,000
	A2	\$125.00	18	\$2,250
	Total		210	\$26,250
A3: Estimated Knockdown collections: \$2,000 recovered (T-Cubed's 25% portion)				\$500
ODC's				\$500
			Total Yearly Hours	Total Yearly Cost
			210	\$27,250

		Begin	End	Hours	Total
3 year Cost Proposal Summary	Year 1	7/1/2020	6/30/2021	210	\$27,250
	Year 2	7/1/2021	6/30/2022	210	\$27,250
	Year 3	7/1/2022	6/30/2023	210	\$27,250
	3 Year Total			630	\$81,750

Cost Proposal per Option Year (7/1/2023 - 6/30/2027)				
T-Cubed Staff	Task	Hourly Rate	Hours	Total
Travis Benson Project Manager	A1	\$125.00	192	\$24,000
	A2	\$125.00	18	\$2,250
	Total		210	\$26,250
A3: Estimated Knockdown collections: \$2,000 recovered (T-Cubed's 25% portion)				\$500
ODC's				\$500
Total Hours			Total Cost	
210			\$27,250	



## APPENDIX B: RESUME

**Name:** Travis Benson

**Position Title:** Project Director, Data Integration and Reporting Manager

**Years of Experience:**25

**Past Experience:** Travis Benson is T-Cubed's Programming Manager, Data Visualization specialist, and served as the Assistant Executive Director for the San Diego SAFE program. He has been with T-Cubed since 1994. He also supervises call box knockdown recovery efforts for MTC SAFE, Ventura County SAFE and Capitol Valley Regional SAFE.

Mr. Benson has extensive experience in data visualization and database management and has developed specialized software applications in Microsoft Excel™ and Microsoft Access™ with Visual Basic programming. Products he has built using those tools include, among others:

- Call box call and maintenance statistical reports and historical databases that have been provided to the San Diego, Capitol Valley Regional, MTC, Kern, San Bernardino, Riverside, Santa Cruz and Ventura County SAFEs;
- Call box photo databases that incorporate the results of site surveys with digital photos of call boxes, allowing Program Managers to evaluate sites for retrofit, removal and reinstallation decisions;
- Knockdown recovery databases that standardizes input of information on knockdowns and collection efforts, and in addition allows for easy preparation of both standard and special knockdown collection reports.

Mr. Benson holds a B.S. in Spatial Analysis and minor degrees in Computer Science and Business Administration from Humboldt State University. In addition to his continued professional development in data management and programming, Mr. Benson enjoys woodworking and building furniture for and remodeling the home he and his wife Marnie own in Loveland, Colorado.