



Los Angeles County Service Authority for Freeway Emergencies
Kenneth Hahn Call Box System

One Gateway Plaza Los Angeles, California 90012-2952
TEL (213) 922-5652 FAX (213) 922-2955

SAFE BOARD
JUNE 28, 2001

SUBJECT: AMENDMENT OF THE AGREEMENT WITH THE STATE OF CALIFORNIA

ACTION: AUTHORIZE THE EXECUTION OF AN AMENDMENT TO THE AGREEMENT BETWEEN SAFE AND THE STATE OF CALIFORNIA

RECOMMENDATION

Authorize the Chief Executive Officer to amend Agreement No. MOU.P00SAFE1 with the State of California Department of California Highway Patrol (CHP) to continue providing call answering services for the call box system for three additional years in an amount not to exceed \$7,000,000, inclusive of two (2) one-year options, for a new total agreement value not to exceed \$11,920,000.

RATIONALE

The execution of this amendment is needed to ensure compliance with the California Streets and Highway Code Section 2550 et.seq., California Vehicle Code Section 2421.5 and the terms of the Thalheimer Settlement Agreement. This amendment is necessary to enable the CHP to continue answering call box calls and providing a method to reimburse CHP for all reasonable costs incurred. Approval of this amendment will enable SAFE to maintain appropriate levels of service to the motoring public while pursuing the privatization of call box answering.

The two (2) one-year options are recommended to allow for the smooth transition from CHP to the private call center. The options, if required, will provide a transparent transition to a private call center. The options are executable at the sole discretion of SAFE.

FINANCIAL IMPACT

The funding of \$2,200,000 for the first year of this amendment is included in the FY02 budget in cost center 3351, SAFE 300209, 50320 (contract services). Since this is a multi-year amendment, the cost center manager and Chief Executive Officer will be accountable for budgeting the cost in future years, if an option is exercised.

ALTERNATIVES CONSIDERED

The Board has the option of not authorizing the execution of the amendment. This option is not recommended because SAFE will not be able to ensure that call box calls are answered and handled properly.

BACKGROUND

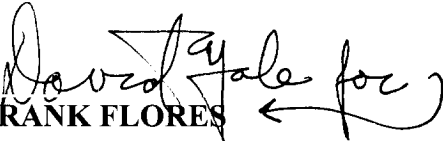
SAFE recently completed an evaluation of the call box call answering services currently provided by the CHP. The evaluation concluded that while CHP was providing a generally satisfactory level of service, there was an opportunity to improve the call answering operation through the privatization of the service. Privatization of call box call answering operations would: 1) improve the level of service provided to the motorists; 2) relieve CHP of the responsibility of answering call box calls and thereby allowing CHP to reallocate its resources more effectively, and 3) reduce operating costs for SAFE. SAFE anticipates that it will take one year after the execution of a contract with a private contractor to fully privatize the call answering function.

In the interim, SAFE must continue to use the CHP to provide call answering services to the motoring public as required by Section 2421.5 of the California Vehicle Code and the California Streets and Highway Code Section 2550 et.seq.

ATTACHMENT

- A. Amendment to Agreement no. MOU.P00SAFE1

Prepared by: Cathy Thunstrom, Project Planner


FRANK FLORES ←
Deputy Executive Officer


JAMES L. de la LOZA
Executive Officer


ALLAN G. LIPSKY
Office of the Chief Executive Officer

**AGREEMENT BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
AND
THE LOS ANGELES COUNTY SERVICE AUTHORITY FOR FREEWAY EMERGENCIES
AMENDMENT #2**

It is mutually agreed by and between the Department of California Highway Patrol and the Los Angeles County Service Authority for Freeway Emergencies, dated July 1, 1999, shall be amended **effective July 1, 2001**, to read as follows:

AMEND SECTION 2, to read as follows:

This AGREEMENT shall be effective for the period July 1, 1999 through **June 30, 2002**, and unless SAFE and CHP agree to the execution of the one-year options per Section 2.2. The annual allocation for each year of this AGREEMENT, including options, shall not exceed the following amounts:

Fiscal Year	<u>Amount</u>
July 1, 1999 – June 30, 2000	\$2,400,000
July 1, 2000 – June 30, 2001	\$2,520,000
July 1, 2001 – June 30, 2002	\$2,200,000
July 1, 2002 – June 30, 2003	\$2,400,000
July 1, 2003 – June 30, 2004	\$2,400,000

The total value of this AGREEMENT shall not exceed \$11,920,000. Any unexpended funds from any fiscal year may not be carried over to the following fiscal year unless it is deemed necessary by the SAFE.

AMEND, SECTION 2.2, to read as follows:

This AGREEMENT may be extended in one (1) year increments provided SAFE notifies CHP in writing, no later than **January 31st**, of the preceding fiscal year to the extension. If so notified, this AGREEMENT will be in effect through **June 30th of the succeeding fiscal year**. SAFE and CHP agree to continue current discussions relating to the option of outsourcing call answering and to coordinate a transition plan to implement the outsourcing of call answering.

AMEND LINE 123, SECTION 5.1, FIRST SENTENCE, to read as follows:

A total of up to Twenty-seven (27) trained CO IIs assigned, as needed, to dedicated Call Box Call Answering Positions (CAPs).

AMEND SECTION 5.2, FIRST SENTENCE, to read as follows:

Four (4) CS Is to provide dedicated on-floor supervision of CAP operators, and One (1) CS I dedicated to provide program management to include monitoring, coordination, and planning for the existing call answering and projected outsourcing call answering project.

AMEND SECTION 5.2, ADD the following paragraph:

SAFE shall pay the actual wage rate for the Fifth CS I, to serve as the Local SAFE Coordinator at LACC. This position will be dedicated for SAFE related business, specifically, the implementation of SAFE's outsourcing project and the management of CHP's obligations pursuant to this AGREEMENT. Billing will reflect the actual wage rate at the time of invoicing.

AMEND SECTION 6.1, OVERTIME REIMBURSEMENT, to read as follows:

SAFE shall reimburse the CHP for overtime incurred above the total regular COII, OIC, CSI and WPT. SAFE shall only reimburse CHP for overtime incurred above and beyond the time required to fill the positions authorized in this AGREEMENT, as outlined in Section 5. The total overtime incurred for all categories combined shall not exceed the following amounts:

<u>Year 3 (01/02)</u>	<u>Year 4 (02/03)</u>	<u>Option Year 5 (03/04)</u>
\$143,319	\$154,068	\$165,623

INSERT SECTION 8.4.10, Quarterly Call Box Surveys, to read as follows:

CHP agrees to distribute up to 300 call box customer satisfaction surveys each quarter and provide quarterly statistical information to SAFE on the responses received from call box users. CHP also agrees to follow up on all negative responses received and inform SAFE on the results, including recommendations for improved call answering procedures by CHP.

INSERT SECTION 8.4.11, Quarterly TTY Usage Information, to read as follows:

CHP agrees to provide SAFE with a quarterly report, from the MAGIC MIS system at LACC on TTY calls processed using the VESTA workstation equipment. The report should consist of all TTY calls generated by call box users. TTY report availability is subject to the capabilities and parameters of the MAGIC MIS system, and will be provided when/as available.

AMEND SECTION 9.3, Translation Service, to read as follows:

Translation Service - Call box related charges billed to CHP by a Translation Service Contractor that are directly attributable to SAFE, will be reimbursed by SAFE. CHP will maintain a contract with a translation service to provide necessary interpretation/translation services for call box-related calls. CHP will bill SAFE, in arrears, quarterly for charges billed by the translation service contractor. CHP agrees to provide SAFE with a copy of the monthly-itemized translations performed for call box calls each month. Copies of billings from the translation services contractor will accompany all SAFE invoices.

AMEND SECTION 12, TTY EQUIPMENT, to read as follows:

CHP will endeavor to maintain the dedicated CAP positions that are equipped with VESTA workstation equipment in proper working order and that TTY operation is functional. SAFE will endeavor to maintain the PAP (Silver Box) connected and/or interfacing with the VESTA workstations.

AMEND SECTION 14, TELEPHONE SYSTEM to read as follows:

SAFE agrees to pay the T1 Trunk monthly service for the Meridian Max Standard Telephone System associated will call box call answering.

AMEND SECTION 18, to read as follows:

The total amount of this **Amended** AGREEMENT shall not exceed **\$2,200,000** for the period of fiscal year 01/02. Each quarterly invoice shall include an itemized list of expenses and/or charges associated with the call answering program. If extended in one-year increments for the maximum of three years, the total term amount shall not exceed the allotments listed below by fiscal year.

01/02 = \$2,200,000

02/03 = \$2,400,000

03/04 = \$2,400,000

The total contract amount and related extensions will not exceed \$11,920,000.

Except as herein amended, all other parts and sections of this agreement remain unchanged and in full force and effect.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA
HIGHWAY PATROL

LOS ANGELES COUNTY
SERVICE AUTHORITY FOR
FREEWAY EMERGENCIES

Administrative Services Officer

Signature

Title: Executive Officer, SAFE

Date

Date

APPROVED AS TO FORM
LLYOD W. PELLMAN
COUNTY COUNSEL

By Deputy: _____

Date: _____