AGREEMENT BETWEEN

SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

AND

TELE TRAN TEK SERVICES

PROFESSIONAL AND SUPPORT SERVICES FOR THE VENTURA COUNTY MOTORIST AID/CALLBOX SYSTEM (Fiscal Year 2015/2016 – Fiscal Year 2017/2018)

THIS AGREEMENT is made and entered into this __10th__ day of July, 2015, by and between the Service Authority for Freeway Emergencies, 950 County Square Drive, Ventura, California 93003, (hereinafter referred to as "SAFE") and Tele Tran Tek Services, 197 Woodland Parkway. Ste. 102-203, San Marcos, CA 92069 (hereinafter referred to as "CONSULTANT").

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 arid 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:

ARTICLE 1. COMPLETE AGREEMENT

This Agreement, including the recitals, all exhibits and documents incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of the agreement between SAFE and CONSULTANT and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any terms or conditions of this Agreement shall not affect the validity of other terms or conditions. Either party's failure to insist in any one or more instances upon the other party's performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of by such party of its right to such performance or to future performance of such terms or conditions and the non-performing party's obligation with respect thereto shall continue in full force and effect. Changes hereto shall not be binding upon SAFE except when specifically confirmed in writing by an authorized representative of SAFE and issued in accordance with the provisions of this Agreement.

ARTICLE 2. SAFE DESIGNEE

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

ARTICLE 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 Exhibit 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 19. 2015.

ARTICLE 4. TERM OF AGREEMENT

This Agreement shall commence upon July 10, 2015 and shall continue in full force and effect through June 30, 2018, unless earlier terminated as provided in this Agreement. In addition, SAFE shall have the option of extending this Agreement on the same terms for an additional two (2) years to and including June 30, 2020, upon not less than sixty (60) days prior written notice to CONSULTANT

ARITICLE 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.

ARTICLE 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, Exhibit B to the is agreement. The SAFE shall not be obligated to pay CONSULTANT for any costs incurred in excess of this amount.

Table 1	
Year 1	\$ 47,240
Year 2	\$ 44,623
Year 3	\$ 46,379
Total	\$ 138,241

- 6.2 CONSULTANT will bill SAFE monthly for 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 for knockdowns. No fee will be paid if CONSULTANT is unable to collect the knockdowns and the matter is returned to SAFE.

ARTICLE 7. PROGRESS AND COMPLETION

CONSULTANT shall commence work on the services to be performed on July 10, 2015 upon written authorization of the SAFE to proceed. All services shall be completed in accordance with the Scope of Work in Exhibit "A" to this Agreement. Monthly progress reports, which include a summary of the work completed for each task during the billing period, will be provided.

ARTICLE 8. KEY PERSONNEL

The Project Manager for the project shall be Mr. Edward Castoria, with support from Travis Benson. 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.

ARTICLE 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 Exhibit A. CONSULTANT may assign duties to another sub-CONSULTANT upon prior written consent of the SAFE. Any assignment or delegation without SAFE's prior written consent shall be void.

ARTICLE 9. CHANGES

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

If any such change causes an increase or decrease in any hourly rate, 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) hourly rates, (3) delivery schedule, and (4) other affected terms.

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.

ARTICLE 10. BREACHES AND DISPUTE RESOLUTION PROCEDURE

A. 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.

- B. PERFORMANCE DURING DISPUTE. Unless otherwise directed by SAFE, CONSULTANT shall continue performance under this Agreement while matters in dispute are being resolved.
- C. 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 his employees, agents or others for whose acts he 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.
- D. 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.

ARTICLE 11. 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 Exhibit 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.

ARTICLE 12. INSURANCE

Contractor 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 Contractor, his agents, representatives, employees or subcontractors.

12.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- a. **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.
- b. **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 \$1,000,000 per accident for bodily injury and property damage.

- c. 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.
- d. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. (If applicable see footnote next page)

If the contractor 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 contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

12.2 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 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

Contractor hereby grants to Ventura County SAFE a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Entity by virtue of the payment of any loss under such insurance. Contractor 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 Entity has received a waiver of subrogation endorsement from the insurer.

e. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by Ventura County SAFE. Ventura County SAFE may require the Contractor to purchase coverage with a lower deductible or 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 the Entity.

- g. Claims Made Policies (note should be applicable only to professional liability, see below)
 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 Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

h. Verification of Coverage

Contractor 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 Contractor'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. 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.

Note: Professional liability insurance coverage is normally required if the Contractor is providing a professional service regulated by the state. (Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc.). However, other professional Contractors, such as computer or software designers, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk management or insurance advisors.

ARTICLE 13. INDEMNIFICATION

Notwithstanding the existence of insurance coverage required of CONSULTANT pursuant to this contact, CONSULTANT shall save, keep, indemnify, hold harmless and defend SAFE and its appointed and elected officials, officers, employees and agents, from every claim or demand made and every liability, loss damage or expense of any nature whatsoever and all costs or expenses incurred in connection therewith, which arise at any time, by reason of damage to the property of, or personal injury to, any person, occurring or arising out of the performance of CONSULTANT, its officers, agents or employees, including but not limited to, its subcontractors, of the services required pursuant to this agreement, occasioned by any alleged or actual negligent or wrongful act or omission by CONSULTANT including any such liability imposed by reason of any infringement or alleged infringement of rights or any person or persons, firm or corporation, in consequence of the use in the performance of CONSULTANT of the services hereunder of any article or material supplied or installed pursuant to this agreement.

CONSULTANT will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses, including attorney's fees incurred in connection herewith;

CONSULTANT will promptly pay any judgment rendered against SAFE, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities; and, In the event SAFE, its officers, agents or employees is made party to any action or proceeding filed or prosecuted against CONSULTANT for such damages or other claims arising out of or in connection with the sole negligence or wrongful acts of CONSULTANT hereunder, CONSULTANT agrees to pay SAFE, its officers, agents, or employees, any and all costs and expenses incurred by SAFE, its officers, agents or employees in such action or proceeding, including but not limited to, reasonable attorney's fees.

ARTICLE 14. ASSIGNMENTS AND SUBCONTRACTING

A. 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.

B. 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.

ARTICLE 15. 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.

ARTICLE 16. 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.

ARTICLE 17. 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.

ARTICLE 18. 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.

ARTICLE 19. 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.

ARTICLE 20. PATENT AND COPYRIGHT INFRINGEMENT

A. 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.

B. CONSULTANT shall have control, in consultation with SAFE, over the defense of any such infringement 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.

ARTICLE 21. 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.

ARTICLE 22. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

ARTICLE 23. 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.

ARTICLE 24. NON-DISCRIMINATION

CONSULTANT shall not discriminate in the hiring of employees or in the employment of sub-CONSULTANTs on the basis of sex, race, religion, age, natural origin, handicap, or any other basis prohibited by law.

ARTICLE 25. TERMINATION BY SAFE

This Agreement may be terminated by the SAFE at any time upon thirty (30) days written notice to CONSULTANT. In full discharge of any obligation to CONSULTANT in respect of this Agreement and such termination, the SAFE shall pay for the costs and non-cancelable commitments incurred prior to the date of termination and fair closeout costs in accordance with Article 4. CONSULTANT shall take all reasonable steps to minimize termination

ARTICLE 25. 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. Eddie Castoria President, CEO TeleTran Tek Services 197 Woodland Parkway, Suite 102-203 San Marcos, CA 92069

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

Tele Tran Tek Services	VENTURA COUNTY SAFE
Ву:	Ву:
	Peter Foy, Chair
Title:	
APPROVED AS TO FORM:	
By: Steven Mattas, General Counsel	

Exhibit "A"

Scope of Work

SCOPE OF WORK/SERVICES & CONTRACT DELIVERABLES

The scope of work is described below. The 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 Project Manager. Tasks will include the following:

1. 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.

See below for a listing of the information to be included in monthly statistical reports for the 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 Support Consultant (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 10, 2015 – June 30, 2018

2. 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.

Examples of 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:

To be determined from the scope of work defined for each management support project.

Completion dates: On-going/as needed July 10, 2015 – June 30, 2018

3. 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. The contractor will work to maximize receipt of accident reports, and arrange if possible for them to be delivered directly to the contractor for processing.

Contractor responsibilities will include:

- All communications with the responsible parties and their insurance companies. Up to three letters will be written requesting payment.
- 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.
- Contractor 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 10, 2015 – June 30, 2018

Proposal for Support Services to the Ventura County SAFE Motorist Aid System

for July 1, 2015 through June 30, 2018 (and 2 Option Years)



Submitted by: Submitted to:



TeleTran Tek Services 197 Woodland Parkway, Ste. 102-203 San Marcos, CA 92069



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

TABLE OF CONTENTS

Introduction		
Technical A	pproach	1
	Management Information Reports - Call Statistics	
Task 2	Management Support	3
	Knockdown Collections	
Project Man	agement	5
	aff and Qualifications	
	sal	
•	ist/References	
APPENDIX	A: Cost Proposal	10
	B: Personnel, References and Work Samples	

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. The Proposal is for the period from July 1, 2015 through June 30, 2018. Two option years 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 Mr. DeGeorge has many other responsibilities in addition to managing SAFE. For that reason, he has limited time to spend on call box and other motorist aid matters, as did his 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 his efforts on other priorities with the knowledge that T-Cubed has him 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 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 1 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 Mr. DeGeorge 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 data-bases. 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. T-Cubed has also developed special programming to automate many aspects of the report preparation process, and has made changes to the report format when requested by SAFE staff. 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 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 invoice 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 Mr. DeGeorge, we help him 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. Previous attempts by T-Cubed to obtain call type information from CHP have not met with any success. T-Cubed has for that reason not reported Call Type information in the past, and assumes for this Proposal that SAFE will not require it in the future. Should SAFE desire call type information in its Management Information Reports, T-Cubed will endeavor to develop a method to obtain it from CHP and negotiate any additional costs related to that tasking with SAFE. 2) Quarterly and Annual Reports: The RFP requires that the Contractor provide monthly, quarterly and annual reports. T-Cubed has not provided quarterly or annual reports in the past, but certainly could do so should SAFE desire them. We note that the Deliverables for Task 1 only require monthly reports. We have therefore not included any cost for providing quarterly or annual reports. Should SAFE desire quarterly or annual reports, T-Cubed will negotiate any additional costs related to that tasking with SAFE.

Task 2 Management Support

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 Mr. DeGeorge 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.

Our approach to performing special projects such as procurement assistance, project oversight, field inspections and vendor relations has remained the same, because it works. Special projects generally come about in one of two ways:

- 1) The SAFE Project Manager contacts T-Cubed with a request and preliminary details about the project, or
- 2) T-Cubed identifies a problem within the SAFE system from our data analyses or during field work, and advises the SAFE Program Manager about it, providing whenever possible recommendations for how T-Cubed might assist in dealing with it. Because of our long experience operating a SAFE and supporting others, we are able to see incidents and/or patterns of incidents upon which the SAFE Program Manager does not have the time to focus. In that sense, we can be the SAFE Program Manager's "early warning system".

Once the need for a special project has been identified, 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), and
- Based upon an estimate of hours of T-Cubed time and materials, how long will the project take and what will the cost from T-Cubed be 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 like those stated in the Scope of Work. We have developed project parameters and Scopes of Work, and when requested also provided drafting of procurement documents and Proposal evaluations. 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.

For example, 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 design.

As another example, 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 will form the basis for implementing System Modernization efforts during the time period included in the RFP. T-Cubed is currently performing similar System Modernization consulting the Capitol Valley Regional SAFE.

Task 3 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.

The experience of all SAFEs over the years makes it clear that no collection is possible without a CHP Accident Report, and that the percentage of total knockdowns where such a Report is available has never been high. We have therefore implemented the following improvement to the standard "see if you get a Report" process. To our knowledge, this special arrangements has only been implemented with T-Cubed customers.

When we learn of a knockdown from a CASE knockdown Work Order, we send an email to the CHP SAFE Liaison with as much information as possible, including date, times and GPS coordinates. With that detailed information, the CHP Liaison is able to much more easily research for the event in the CAD Logs. He then sends a return email to us with the CAD Log detail from which we must request a copy of the Accident Report. The inclusion of this cooperative knockdown information sharing in the collection process similarly increases the chances of getting the needed Report.

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

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, as specified in our ongoing discussions with Mr. DeGeorge. T-Cubed works closely with Mr. DeGeorge to identify both what services he needs and when he 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 work managing the San Diego SAFE, we in many cases have already completed, and can bring lessons learned about, projects of interest to SAFE.

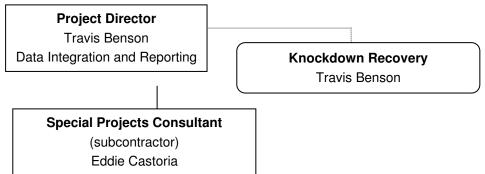
T-CUBED STAFF AND QUALIFICATIONS

Mr. Benson serves as the Project Manager, while Mr. Castoria serves as the Special Projects Consultant. Mr. Benson performs the majority of the work described in Task 1 of the RFP, with assistance from and consultation with Mr. Castoria as required. Mr. Benson also performs the majority of the work in Task 2 related to ad hoc queries of the SAFE databases. Again, Mr. Castoria assists and provides input, largely based upon his experience as the Executive Director and Project Manager for the San Diego SAFE. Because he has served in that role, he can often assist Mr. Benson by providing him with what he believes a SAFE Program Manager might want, and how that information might best be presented.

Mr. Castoria takes the lead on most other Task 2 projects, since they primarily involve procurement document drafting and resulting Proposal analyses, special project design and field inspections. These are areas in which Mr. Castoria has developed particular expertise over the years. Mr. Benson assists on field work as needed, and develops special databases and reports as required.

Mr. Benson performs the Task 3 knockdown recovery process.

The following Organization Chart shows the T-Cubed Team's working relationships for this project.



T-Cubed has performed every aspect of call box implementation and ongoing support for California call box systems. 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. When required, we use the services of highly qualified sub consultants to assist with specialty work that complements our capabilities. For the past four 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 for the past fifteen years. As he receives data on a monthly basis from AT&T, the Call Box Answer Center 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 Mr. DeGeorge. These reports allow Mr. DeGeorge to quickly assess areas of program performance or, when he 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. When Mr. Benson identifies any such problem, he consults with Mr. Castoria to get his thoughts as a former SAFE Executive Director on both options for resolving the problem and what he believes Mr. DeGeorge, as his counterpart, might find most helpful.

• 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.

Mr. Castoria's leadership in developing cost-effective approaches to disabled access deserves special mention. California SAFEs were faced with an average per site cost of nearly \$3,300 for "Los Angeles type drainage dike cut" retrofits, and \$2,500 for TTY upgrades. To deal with this dilemma, Mr. Castoria designed and helped to obtain Caltrans and Federal Highway Administration approval for a new "behind the dike" site approach for what is now known as the L and M site types. He also proposed and helped acquire approval to use the same approach

where no drainage dike exists, but where a B or C site presents a transverse wall issue (M site type).

Mr. Castoria then used these innovative accessibility approaches in a procurement for the San Diego SAFE that set the standard for the rest of California, and resulted in major cost savings for all, including the Ventura County SAFE. The cost for an L or M site retrofit became about \$570, not \$3,300. The cost for a TTY upgrade became \$950, not \$2,500.

Mr. Castoria has also been instrumental in the development and implementation of the Mobile Call Box service, which allows the motorist to use his or his cell phone to call 511 to connect directly to the operators at the Call Box Answer Center, without having to leave his or his vehicle or walk along the freeway. Mobile Call Box is not currently planned for the Ventura County SAFE.

Mr. Castoria, while remaining as T-Cubed President and CEO, is now semi-retired, and will perform services hereunder as a subcontractor to T-Cubed.

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 its inception. 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 Mr. DeGeorge. 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.

COST PROPOSAL

The attached Appendix A shows the projected hours and costs for the Scope of Work included in the RFP, as well as related Other Direct Costs such as travel, lodging, subsistence and materials procurement. The hours and costs shown are estimates upon which a maximum contract price can be established. Hours for FY 2015/2016 for Task 2 are slightly higher than in succeeding years to cover expected assistance on the System Modernization Plan.

Personnel List/References

Please see Appendix B.

Signature of A	Authorizing Official:
Name of Bidding Company	TeleTran Tek Services, Inc.
Address	197 Woodland Parkway, Ste. 102-203 San Marcos, CA 92069-3020
Phone Number	760-566-6314
Fax Number	760-539-9948
Email	travis@tcubed.net
, , ,	ow, we acknowledge and agree to provide the required services and comply ms and conditions (including all applicable insurance requirements) listed in
Representative Name and Title	Edward S. Castoria, President / CEO
Name of Authorizing Official	Edward S. Castoria, President / CEO
Authorized Signature	Edward Shwan Castoria

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 two pages.

APPENDIX A: Cost Proposal

T-Cubed Staff	Task	Hourly Rate	Hours	Total
Travis Benson	1	\$125.00	204	\$25,500.00
	2	\$125.00	24	\$3,000.00
Project Manager		Total	228	\$28,500.00
Eddia Castaria	1	\$165.00	6	\$990.00
Eddie Castoria	2	\$165.00	50	\$8,250.00
Special Projects Consultant		Total	56	\$9,240.00
		3	Collections (estimated)	\$5,000.00
YEAR 1		ODCs	ODCs (estimated)	\$4,500.00
July 1, 2015 - June 30, 2016			Total Hours	Year 1 Total
July 1, 2015 - Julie	50, 2016		284	\$47,240.00

T-Cubed Staff	Task	Hourly Rate	Hours	Total
Tues de Demana	1	\$131.25	204	\$26,775.00
Travis Benson	2	\$131.25	24	\$3,150.00
Project Manager		Total	228	\$29,925.00
E44:- 04:-	1	\$173.25	6	\$1,039.50
Eddie Castoria	2	\$173.25	24	\$4,158.00
Special Projects Consultant		Total	30	\$5,197.50
		3	Collections (estimated)	\$5,000.00
YEAR 2		ODCs	ODCs (estimated)	\$4,500.00
10,000	20 2017		Total Hours	Year 2 Total
July 1, 2016 - June	30, 2017		258	\$44,622.50

T-Cubed Staff	Task	Hourly Rate	Hours	Total
Tuesde Deman	1	\$137.81	204	\$28,113.75
Travis Benson	2	\$137.81	24	\$3,307.50
Project Manager		Total	228	\$31,421.25
FIE O	1	\$181.91	6	\$1,091.48
Eddie Castoria	2	\$181.91	24	\$4,365.90
Special Projects Consultant	ľ	Total	30	\$5,457.38
		3	Collections (estimated)	\$5,000.00
YEAR 3		ODCs	ODCs (estimated)	\$4,500.00
July 1, 2017 - June 30, 2018			Total Hours	Year 3 Total
July 1, 2017 - Julie	30, 2016		258	\$46,378.63

		Begin	End	Hours	Total
3 year cost	Year 1	7/1/2015	6/30/2016	284	\$47,240
	Year 2	7/1/2016	6/30/2017	258	\$44,623
proposal	Year 3	7/1/2017	6/30/2018	258	\$46,379
summary			3 Year Total	800	\$138,241
			SAFE b	udget for 3 year period	\$180,000

Please see next page for Option year 1 (FY 18/19) and Option year 2 (FY 19/20)

APPENDIX A: Cost Proposal (Option Years)

T-Cubed Staff	Task	Hourly Rate	Hours	Total
Travis Benson	1	\$144.70	204	\$29,519.44
	2	\$144.70	24	\$3,472.88
Project Manager		Total	228	\$32,992.31
Eddia Castaria	1	\$191.01	6	\$1,146.05
Eddie Castoria	2	\$191.01	24	\$4,584.20
Special Projects Consultant	10.	Total	30	\$5,730.24
		3	Collections (estimated)	\$5,000.00
OPTION YEAR	1	ODCs	ODCs (estimated)	\$4,500.00
July 1, 2018 - June 30, 2019			Total Hours	Option 1 Total
July 1, 2010 - Julie	50, 2019		258	\$48,222.56

T-Cubed Staff	Task	Hourly Rate	Hours	Total
Tuesda Damasan	1	\$151.94	204	\$30,995.41
Travis Benson	2	\$151.94	24	\$3,646.52
Project Manager		Total	228	\$34,641.93
Eddia Castania	1	\$200.56	6	\$1,203.35
Eddie Castoria	2	\$200.56	24	\$4,813.40
Special Projects Consultant		Total	30	\$6,016.76
		3	Collections (estimated)	\$5,000.00
OPTION YEAR	2	ODCs	ODCs (estimated)	\$4,500.00
July 1, 2019 - June 30, 2020			Total Hours	Option 2 Total
outy 1, 2019 outle	00, 2020		258	\$50,158.68

APPENDIX B: PERSONNEL, REFERENCES AND WORK SAMPLES

PERSONNEL LIST

Name: Travis Benson

Position Title: Project Director, Data Integration and Reporting Manager

Years of Experience:17

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 and Capitol Valley Regional SAFE.

Mr. Benson has extensive experience in data visualization and database management and has developed specialized software applications in Microsoft ExcelTM and Microsoft AccessTM 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 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 San Marcos, California.

Name: Edward S. Castoria, M.A., J.D.

Position Title: Special Projects Consultant, Assistant Project Director

Years of Experience: 25

Past Experience: Mr. Castoria has over 25 years' experience in program management, public works planning and finance, call box system administration, public agency procurement and legal analysis. He serves as T-Cubed's corporate President/CEO and, as an independent contractor, as T-Cubed's Principal Project Consultant. Under a management services contract, Mr. Castoria served as the Executive Director for the San Diego SAFE Call Box Program from 1999 through 2012.

Mr. Castoria was instrumental in planning and implementing the Regional Helicopter Program which has brought three much-needed Fire and Rescue helicopters to San Diego County, funded in large part by the San Diego SAFE Call Box Program. He chaired the Regional Helicopter Advisory Committee that developed cooperative Guidelines for interagency helicopter dispatch.

Before joining T-Cubed, Mr. Castoria served as the Deputy Director of Public Works and Deputy Chief Administrative Officer for Nueces County in Corpus Christi, Texas. In those roles, he had primary responsibility for preparation of the annual Public Works budget and Capital Improvement Program, each of which exceeded \$6 million. He was instrumental in revamping the Agenda preparation process for the Nueces County Commissioners Court, the board of elected County officials in Texas.

Mr. Castoria also has an extensive legal background, including private litigation practice in California and New Mexico. He served as a federal prosecutor for the Fraud Section, Criminal Division of the U.S. Department of Justice in Washington, D.C. He is an experienced educator, having developed and taught the paralegal studies curricula for one of the San Diego area Community Colleges.

Mr. Castoria holds a BA degree in Psychology, an MA degree in Counseling Psychology, and a JD degree in Law. He is a decorated Army veteran, having received both a Bronze Star and Army Commendation Medal for Heroism for rescue missions during his service in Vietnam.

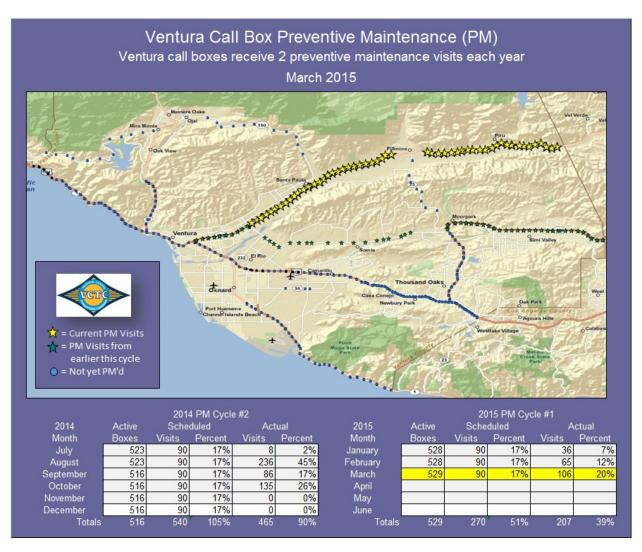
He is a graduate of the Leadership Corpus Christi community leader development program. He twice served as a Loaned Executive for the United Way of San Diego, California, and as a member of the Board of Governors of the United Way of the Coastal Bend in Corpus Christi, Texas. He is an avid, if not totally effective, golf enthusiast.

CONSULTANT'S AND SUBCONSULTANT'S REFERENCES

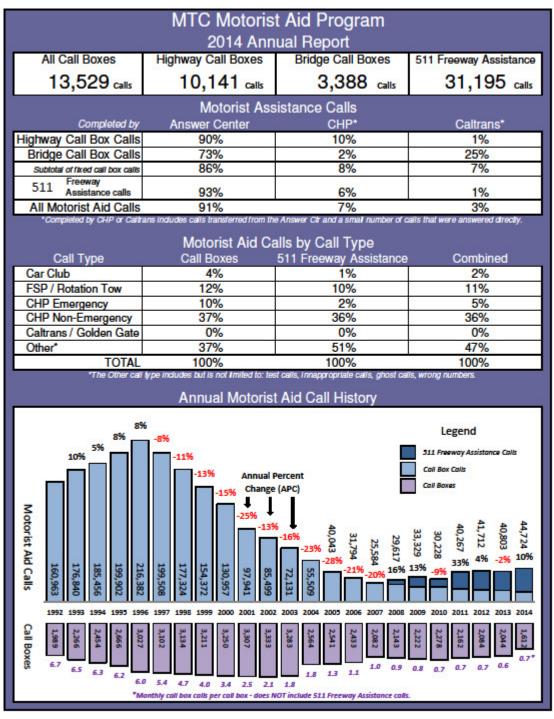
1.	Client's Name	Capitol Valley Regional SAFE
	Contact Person	Mark Heiman, Program Manager
	Address	1415 L Street, Suite 300
	City & Zip Code	Sacramento, CA 95814
	Phone Number & Email	916-340-6232 (mheiman@sacog.org)
	Type of Work Performed	Call Box Program Administration and Management
	Contract Amount \$	\$150,000 (3 years, ongoing)
2.	Client's Name	MTC SAFE Call Box Program
2.	Client's Name Contact Person	MTC SAFE Call Box Program Jaime Maldonado
2.	-	
2.	Contact Person	Jaime Maldonado
2.	Contact Person Address	Jaime Maldonado 101 Eighth Street, 3 rd Floor
2.	Contact Person Address City & Zip Code	Jaime Maldonado 101 Eighth Street, 3 rd Floor Oakland, CA 94607
2.	Contact Person Address City & Zip Code Phone Number & Email	Jaime Maldonado 101 Eighth Street, 3 rd Floor Oakland, CA 94607 510-817-5707, (jmaldonado@mtc.ca.gov)

WORK SAMPLES

The Ventura County SAFE is already familiar with the monthly report T-Cubed prepares for it. Below are three examples of Management Information Reports that T-Cubed prepares for the Ventura County SAFE and other customers.



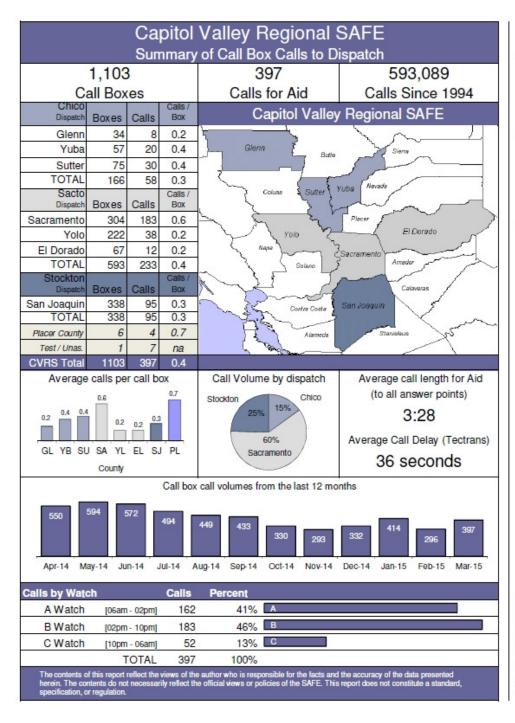
Work sample #1 for the Ventura County SAFE



Produced by: T3

2014 MTC Motorist Aid Annual Report

Work sample #2 for the Metropolitan Transportation SAFE



Produced by: TeleTran Tek Services Tab 1 - Report 1 Data Source: AT&T & Verizon

Work sample #3 for the Capitol Valley Regional SAFE