



AGENDA REPORT

Meeting Date: November 5, 2012

TO: HONORABLE CITY COUNCIL

FROM: CITY ADMINISTRATOR

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH REDFLEX TRAFFIC SYSTEMS FOR THE INSTALLATION OF A RED LIGHT PHOTO ENFORCEMENT PROGRAM

RECOMMENDATION:

Adopt the Resolution approving the First Amendment to the Agreement with Redflex Traffic Systems for the installation of a Red Light Photo Enforcement Program, and assign the number next in order.

MOTION:

Approve the recommendation.

BACKGROUND:

Redflex provides the highest standards and integrity in the industry, with a proven product backed by individuals of the highest quality, which has a long and extensive track record for providing the state-of-the-art technology and demonstrated results for reducing intersection related collisions and saving lives.

Redflex has worked extensively with the City of Commerce since 2002 to develop a Red Light Photo Enforcement Program. At the request of both the Community Services and Traffic Commissions, the City Council viewed a power point presentation prepared by Dr. Aaron Rosenberg, Vice President of Redflex Inc., on December 2, 2003. At the conclusion of the presentation, and during the ensuing discussion, the City Council asked staff to conduct further research on the Redflex Red Light Photo Enforcement Program and return to it with an agreement for consideration.

On September 21, 2004, the City Council conducted a public hearing to consider public input on the proposal provided by Redflex. At the conclusion of the public hearing, the City Council directed staff to provide additional information regarding the proposed system and authorized the City Administrator to execute the agreement with Redflex, which included certain specific assurances for the protection of the City.

On January 2, 2007, the City Council approved the implementation of the Redflex Red Light Photo Enforcement Program. The intersections that were approved for implementation are as follows:

Eastern Avenue & Slauson Avenue; Telegraph Road & Washington Boulevard; Telegraph Road & Atlantic Boulevard; Garfield Avenue & Telegraph Road; Garfield Avenue & Slauson Avenue; Gage Avenue & Slauson Avenue; Slauson Avenue & Telegraph Road; Telegraph Road & Tubeway Avenue; Garfield Avenue & Washington Boulevard; Bandini Boulevard & Garfield Avenue; Olympic Boulevard & Gerhart Avenue; Flotilla Street & Garfield Avenue; Goodrich Boulevard & Olympic Boulevard; Washington Boulevard & Atlantic Boulevard; and Washington Boulevard & Yates Avenue.

ANALYSIS:

After several weeks of negotiation, staff is recommending that the City continue its relationship with Redflex under the following terms:

- 3 years with 2 X 2 year extensions
- \$4,200 per approach

○ Current amount per approach	\$ 6,070
○ Current number of approaches	<u>8</u>
○ Current monthly amount	\$ 48,560
○ Current annual amount	\$582,720
○ Proposed amount per approach	\$ 4,200
○ Current number of approaches	<u>8</u>
○ Proposed monthly amount	\$ 33,600
○ Proposed annual amount	\$403,200
○ Proposed Annual Savings	<u>\$179,520</u>

- Installation of the SmartScene feature (Real Time Viewing) - SMARTscene provides the ability to capture the video surrounding a particular event of interest, such as a traffic offence. Programs, such as SMARTcam, request video of an event from SMARTscene by sending a number of requests to the program. SMARTscene maintains a buffer of recent video allowing it on receiving a request to save a specified amount of video both before and after the request to a specified location. In normal operation, SMARTscene operates as a Windows service and is automatically launched when the system started. SMARTscene can also be run as a console application to assist in diagnostics.
- Installation of the Halo system at one intersection - (Intelligent Collision Preemption System) ICPS technology provides the safest and most efficient means of protecting motorists on high-speed signalized intersections. The system determines if motorists are in an unsafe time condition and efficiently extends the red light phase for all other approaches within the same intersection. This unsafe time condition exists within 2 to 5 seconds prior to the approach stop bar. At this point, the driver must decide whether or not they will come to a stop suddenly, risking a rear end collision by a trailing car, or continue through the intersection and risk running a red light and becoming part of a right-angle collision. This technology ensures right angle collision avoidance by extending the red phase, thus reducing/eliminating dangerous and potentially fatal collisions.

Redflex will continue to assume all risks for the program, and will be compensated on a fixed fee basis, which is in compliance with applicable California Vehicle Code(s). The City shall be under no obligation to provide funding for construction, implementation or operation of the program. The City shall be responsible for monitoring traffic impacts of the program and for providing personnel to review and approve the citations that are issued, along with overall program oversight.

The Redflex program is contractually guaranteed to be cost neutral with no upfront or out-of-pocket costs to the City. Redflex assumes all financial risk.

FISCAL IMPACT:

In addition to the cost savings highlighted above (approximately **\$179,520 annually**), the red light photo enforcement program, utilizing RTS, has generated revenue to the General Fund since its implementation – approximately **\$250,000 to \$275,000 annually**.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

This item is associated with Council's goal of making financially and economically sound decisions consistent with economic conditions.


Recommended By,


Loretta Gutierrez
Interim Community Services Director


Respectfully submitted,


Jorge Rifa
City Administrator

Recommended by,


Vilko Domic
Director of Finance / City Treasurer

Approved as to Form


Eduardo Olivo
City Attorney

Attachment: Resolution
First Amendment to Agreement with Redflex

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA,
APPROVING THE FIRST AMENDMENT TO THE AGREEMENT WITH REDFLEX
TRAFFIC SYSTEMS FOR THE INSTALLATION OF A RED LIGHT PHOTO
ENFORCEMENT PROGRAM

WHEREAS, Redflex Traffic Systems (“Redflex”) provides the highest standards and integrity in the red light photo enforcement industry, with a proven product backed by individuals of the highest quality, which has a long and extensive track record for providing the state of the art technology and demonstrated results for reducing intersection related collisions and saving lives; and

WHEREAS, Redflex has worked extensively with the City of Commerce since 2002 to develop a Red Light Photo Enforcement Program; and

WHEREAS, on January 2, 2007, the City Council approved the implementation of the Redflex Red Light Photo Enforcement Program (the “Agreement”). The intersections that were approved for implementation are as follows: Eastern Avenue & Slauson Avenue; Telegraph Road & Washington Boulevard; Telegraph Road & Atlantic Boulevard; Garfield Avenue & Telegraph Road; Garfield Avenue & Slauson Avenue; Gage Avenue & Slauson Avenue; Slauson Avenue & Telegraph Road; Telegraph Road & Tubeway Avenue; Garfield Avenue & Washington Boulevard; Bandini Boulevard & Garfield Avenue; Olympic Boulevard & Gerhart Avenue; Flotilla Street & Garfield Avenue; Goodrich Boulevard & Olympic Boulevard; Washington Boulevard & Atlantic Boulevard; and Washington Boulevard & Yates Avenue; and

WHEREAS, staff is recommending that the City approve the first amendment to the Agreement to continue its relationship with Redflex.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVES AND ORDERS AS FOLLOWS:

Section 1. The First Amendment to the Agreement between the City of Commerce and Redflex Traffic Systems is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2012.

Lilia R. Leon, Mayor

ATTEST:

Linda Kay Olivieri, MMC
City Clerk

**FIRST AMENDMENT TO
THE EXCLUSIVE AGREEMENT BETWEEN THE CITY OF COMMERCE AND
REDFLEX TRAFFIC SYSTEMS, INC., FOR AUTOMATED RED LIGHT PHOTO
ENFORCEMENT CAMERAS**

This First Amendment to the Agreement is made this 5th day of November, 2012, by and between Redflex Traffic Systems, Inc., with offices located at 5835A Uplander Way, Culver City, CA 90230 ("Redflex") and the City of Commerce, a municipal corporation, with offices at 2535 Commerce Way, Commerce California, 90040, and as hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, Redflex and the Customer previously entered into a certain agreement dated the 2nd day of January, 2007, to provide automated red light automated photo enforcement cameras within the City of Commerce; and

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital photo red light enforcement systems; and

WHEREAS, the Customer desires to engage the services of Redflex to provide certain equipment, processes and back office services so that the law enforcement agency of the Customer are able to monitor, identify and enforce red light violations; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Paragraph 2.0 of the Agreement, entitled "TERM", is amended in its entirety to read as follows:

"The term of this Agreement shall commence as of the date hereof and shall continue for a period of three (3) years (the "Initial Term"). The customer shall have the right, but not the obligation, to extend the term of this Agreement for up to two (2) additional, consecutive and automatic two (2) year periods following the expiration of the Initial Term (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). The customer may exercise the right not to extend the term of this agreement for a Renewal Term by providing written notice to Redflex not less than thirty (30) days prior to the last day of the Initial Term or the Renewal Term, as the case may be."

2. Exhibit "A" of the Agreement, entitled "Designated Intersection Approaches", is replaced in its entirety with the revised Attachment "A", which is attached hereto and incorporated herein by reference.

3. Attachment "D" of the Agreement, entitled "Compensation & Pricing", is replaced in its entirety with the revised Attachment "D", which is attached hereto and incorporated herein by reference.
4. All other provisions of the Agreement remain in effect.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

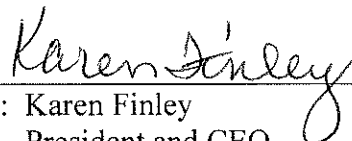
"CUSTOMER"

"REFLEX"

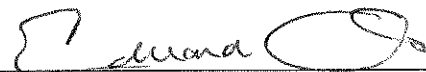
CITY OF COMMERCE

REFLEX TRAFFIC SYSTEMS, Inc.

By: 
Name: Lilia R. Leon
Title: Mayor

By: 
Name: Karen Finley
Title: President and CEO

APPROVED AS TO FORM:

By: 
Name: Eduardo Olivo
Title: City Attorney

ATTEST:

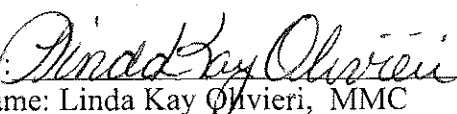
By: 
Name: Linda Kay Olivieri, MMC
Title: City Clerk

EXHIBIT "A"
Designated Intersection Approaches

The Agreement is for the continued operational services of up to twenty (20) Fixed Equipment Locations, to include the current nine (9) Fixed Equipment Locations.

The current Fixed Equipment Locations are as follows:

1. Slauson Ave. / Gage Ave. – E/B
2. Slauson Ave. / Gage Ave. – W/B
3. Telegraph Rd. / Garfield – W/B
4. Telegraph Rd. / Garfield – E/B
5. Atlantic Blvd. / Telegraph Rd. – S/B
6. Atlantic Blvd. / Telegraph Rd. – S/B
7. Slauson Ave. / Eastern Ave. – E/B
8. Slauson Ave. / Eastern Ave. – S/B
9. Telegraph Rd. / Atlantic Blvd. – W/B

EXHIBIT "D"
Compensation & Pricing

Fixed Monthly Fee

Tier One: Commencing on the execution of this Agreement, Customer shall be obligated to pay Redflex a fixed fee of \$4200.00 per Fixed Equipment Approach per month for the continued operation of the Fixed Equipment Approaches identified in Exhibit "A".

Pricing is set forth for the Customer to pay up to eight (8) approaches. Approach number six (6) in Exhibit "A" shall remain without fee.

Tier Two: A New Fixed Equipment Approach means the installation of any new Fixed Equipment Locations over and above the current nine (9) Fixed Equipment Locations set forth in Exhibit "A". Customer shall be obligated to pay a fixed monthly fee of \$6000.00 for each new Fixed Equipment Approach.

System Upgrades:

Halo System (Intelligent Collision Preemption System) - One (1) system will be installed and no cost at a location to be determined by the customer..

SmartScene (Streaming Video/ 30 day retention period) – SmartScene will be installed at each current approach as specified in Exhibit 'A' at no cost to the customer.