

**AGREEMENT BETWEEN THE CITY OF MILLBRAE
AND THE CITY OF SAN MATEO FOR
AUTOMATED RED LIGHT TRAFFIC PHOTO ENFORCEMENT SERVICES**

THIS AGREEMENT made and entered into by and between the CITY OF MILLBRAE ("MILLBRAE"), a municipal corporation, and CITY OF SAN MATEO ("SAN MATEO"), a municipal corporation, is dated 10/24/08 2008.

RECITALS

WHEREAS, Vehicle Code section 21455.5 permits government agencies to use automated traffic enforcement systems; and

WHEREAS, MILLBRAE wishes to use an automated photo enforcement system; and

WHEREAS, Vehicle Code section 21455.5(c) provides that only a governmental agency, in cooperation with a law enforcement agency, may operate an automated photo enforcement system; and

WHEREAS, MILLBRAE wishes to contract with SAN MATEO to utilize SAN MATEO's Automated Photo Enforcement Unit to operate an automated red light traffic photo enforcement system (the "System") under MILLBRAE'S overall supervision and control;

NOW, THEREFORE, MILLBRAE and SAN MATEO agree as follows:

1. EFFECTIVE DATE AND TERM OF AGREEMENT

The term shall be from November 10, 2008, to November 10, 2012.

2. MILLBRAE'S OBLIGATIONS

A. In accordance with Vehicle Code section 21455.5, MILLBRAE will retain oversight and control of the System, including:

- 1) Establishing guidelines for the selection of locations (Vehicle Code section 21455.5, subsection (c)(2)(A)),
- 2) ensuring that equipment is regularly inspected (Vehicle Code section 21455.5, subsection (c)(2)(B)),

- 3) certifying that the equipment is properly installed and calibrated, and is operating properly (Vehicle Code section 21455.5, subsection (c)(2)(C)),
- 4) regularly inspecting and maintaining warning signs (Vehicle Code section 21455.5, subsection (c)(2)(D)),
- 5) overseeing signal phases and timing (Vehicle Code section 21455.5, subsection (c)(2)(E)), and
- 6) maintaining controls necessary to ensure that only those citations that have been reviewed and approved by law enforcement are delivered to violators (Vehicle Code section 21455.5, subsection (c)(2)(F)).

B. MILLBRAE will respond to Public Records Act requests for public records maintained by MILLBRAE.

C. MILLBRAE will provide individuals who receive citations with pre-court video viewings and requested meetings at the MILLBRAE Police Department.

D. MILLBRAE will respond to discovery requests.

E. MILLBRAE will provide SAN MATEO access to shared records management and mobile computer services, such as CLETS (CA Law Enforcement Telecommunications Systems), CA-Photo (from the Department of Justice/DMV) and ACCURINT (data search for addresses from Lexis Nexis).

F. To the extent that Millbrae chooses to defend challenges to citations issued by SAN MATEO in accordance with this Agreement, including any appeals, Millbrae will provide any necessary legal representation.

3. SAN MATEO'S OBLIGATIONS

A. SAN MATEO Police Department will review videos of incidents to determine whether or not a citation is warranted, issue citations, attend Traffic Court and provide Police Department support when citations are appealed from Traffic Court to Superior Court.

B. SAN MATEO Police Department will respond to inquiries regarding citations and Public Records Act requests for public records maintained by SAN MATEO.

C. SAN MATEO Police Department will provide MILLBRAE, any federal or state agency having monitoring or review authority, any MILLBRAE authorized representative, and any audit agency upon reasonable notice, access to and the right to examine and audit all SAN MATEO records and documents necessary to determine

compliance with relevant federal, state, and local statutes, rules and regulations, and evaluate the quality and timeliness of services performed.

D. SAN MATEO Police Department will maintain and preserve in its possession all of SAN MATEO's records relating to services performed under this Agreement, which are not stored at MILLBRAE in accordance with Vehicle Code section 21455.5(e)(3).

4. ACCESS TO SYSTEM INFORMATION

MILLBRAE Police Department employees designated by the Chief of MILLBRAE Police Department and SAN MATEO Police Department employees designated by the Chief of SAN MATEO Police Department will have access to the information obtained pursuant to this Agreement. This information will not be shared with other employees of either MILLBRAE or SAN MATEO. However, following written notice to the other Chief, either Chief may authorize persons who are not employees of either MILLBRAE or SAN MATEO to have access to the equipment and systems when such access is necessary to work on a component of the System. The shared access to information under this Agreement shall be accessible to designated employees at all times. Each party shall ensure that access to, and usage of, the information obtained pursuant to this Agreement comply with state and federal laws governing access, usage, dissemination, disclosure, and copying.

5. COSTS AND PAYMENTS

A. MILLBRAE shall pay SAN MATEO Twenty Thousand Dollars (\$20,000) per year for the services specified in Section 3 of this Agreement, including Police Department attendance at all court appearances related to citations issued, and any overtime that may be incurred in providing these services, for one intersection and four approaches. The cameras in question are currently located at the following location:

MILLBRAE AVENUE AND ROLLINS ROAD

Any additions to the number of cameras or approaches will require an amendment to this Agreement.

B. Following the Initial Term, there will be a yearly fee increase in the amount of any CPI increase up to a maximum of 4% annually, effective July 1 of each year and every year thereafter to cover equipment and salary increases. This increase will only apply to SAN MATEO's services in Section 5.A.

C. MILLBRAE shall make payments pursuant to Section 5.A for the previous year's service annually on July 1.

D. Additional expenses.

- 1) MILLBRAE shall pay all licensing and maintenance costs associated with SAN MATEO's service to MILLBRAE under this Agreement, including, but not limited to, repairs to all equipment provided by all vendor(s). Any additional licensing and maintenance costs incurred to extend SAN MATEO's current level of computer services to MILLBRAE shall be paid by MILLBRAE as part of the start-up cost.
- 2) If any changes are required to be made to existing software being used by SAN MATEO in order to accommodate the computer services required by MILLBRAE, MILLBRAE shall compensate SAN MATEO for the cost of the work. MILLBRAE will set up a work station and provide all computer equipment (hardware and software and access to the internet) necessary for performance of this Agreement.
- 3) MILLBRAE agrees to reimburse SAN MATEO for the direct costs incurred by SAN MATEO when a SAN MATEO employee other than an employee rendering the services specified in Section 3, such as the Systems Administrator, Director/Manager or Coordinator(s), provides direct services to MILLBRAE, including, but not limited to, computer training, under this Agreement. Payment for those direct costs are only required when SAN MATEO identifies in advance and requests reimbursement in writing. MILLBRAE employees may participate in shared in-house training with SAN MATEO on a space-available basis. This in-house training will be free of charge to MILLBRAE unless separate materials or equipment costs are incurred, which will be paid by MILLBRAE.
- 4) SAN MATEO will invoice MILLBRAE for any costs or expenses to be reimbursed pursuant to this Section, and MILLBRAE shall pay the amounts shown on the invoice within thirty (30) days of delivery of the invoice except for any specific amount of cost objected to pursuant to this paragraph. Within twenty (20) days of delivery of the invoice, MILLBRAE may object in writing to SAN MATEO regarding any amount or cost shown on the invoice that MILLBRAE believes is incorrect; at which time representatives from both agencies will meet to discuss the cost issue(s). SAN MATEO will adjust the invoice amount if warranted in SAN MATEO's estimation, and MILLBRAE will pay the adjusted invoice within ten (10) days of receipt of the adjusted invoice.

6. TERMINATION OF AGREEMENT

Either party may terminate this Agreement with or without cause by giving no less than ninety (90) days written notice of termination, provided that MILLBRAE shall pay SAN MATEO for all services provided up to the date of termination.

7. RELATIONSHIP OF PARTIES

It is expressly understood that this is an agreement between two independent entities and that no employee, partnership, joint venture, joint agreement, or other relationship is established by the Agreement.

8. STATUS OF SAN MATEO EMPLOYEES

A. For the purpose of performing the services and functions provided for in this Agreement, SAN MATEO shall furnish and supply all necessary personnel, labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered by SAN MATEO under this Agreement.

B. All persons employed by SAN MATEO to perform services and functions pursuant to this Agreement are SAN MATEO employees or independent contractors of SAN MATEO under the direction and control of SAN MATEO.

C. MILLBRAE shall not be liable for the direct payment of any salaries, wages, or other compensation to any SAN MATEO personnel performing services hereunder for SAN MATEO.

9. INDEMNIFICATION

MILLBRAE shall defend, indemnify, and hold harmless SAN MATEO, its agents, officers, and employees (collectively SAN MATEO) from and against any and all claims asserted or liability established for damages or injuries to any person or property arising out of MILLBRAE's performance of the services described in this Agreement (including the payment of any attorney fees awarded), excepting any claims or liability resulting from SAN MATEO's gross negligence or willful misconduct.

SAN MATEO shall defend, indemnify, and hold harmless MILLBRAE, its agents, officers, and employees (collectively MILLBRAE) from and against any and all claims asserted or liability established for damages or injuries to any person or property arising out of SAN MATEO's performance of the services described in this Agreement (including the payment of any attorney fees awarded), excepting any claims or liability resulting from MILLBRAE's gross negligence or willful misconduct.

10. COMPLIANCE WITH APPLICABLE LAWS

All services to be performed by MILBRAE and SAN MATEO pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, and regulations.

11. ASSIGNABILITY AND SUBCONTRACTING

The services to be performed and provided under this Agreement are unique and personal to both parties. No portion of these services shall be assigned or subcontracted without the written consent of the other party, except as otherwise provided in this Agreement.

12. NOTICES

A. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To San Mateo:
Chief of Police
San Mateo Police Department
2000 S. Delaware Street
San Mateo, CA 94403

To Millbrae:
Chief of Police
Millbrae Police Department
621 Magnolia Avenue
Millbrae, CA 94030

or personally delivered to the other party to such address or such other address as that party designates in writing to the other.

13. WAIVER

No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

14. AMENDMENT OR EXTENSION OF AGREEMENT

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by both parties. If an additional party is to receive services from either SAN MATEO or MILLBRAE in connection with services to be provided under this Agreement, a written amendment to this Agreement shall be executed defining how that additional party is to share in the costs of the services as determined by MILLBRAE and SAN MATEO.

15. ADDITIONAL DOCUMENTS AND AGREEMENTS

The parties agree to cooperate in the execution of any additional documents or agreements which may be required to carry out the terms of this Agreement.

16. SUCCESSORS

This Agreement shall bind and inure to the benefit of all successors and assigns of the parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

17. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

18. VENUE

In the event of litigation, venue is in the County of San Mateo.

19. TIME IS OF THE ESSENCE

In entering into this Agreement, the parties recognize and agree that time is of the essence.

20. ATTORNEY'S FEES

In the event of any litigation between the parties regarding this Agreement, neither party will recover its attorney's fees.


21. WARRANTY OF LEGAL AUTHORITY

Each party warrants and covenants that it has the present legal authority to enter into, and perform, this Agreement. If either party is found to lack the authority to do the acts required under this Agreement or is prevented from performing the acts by a court of competent jurisdiction, this Agreement shall terminate.

22. ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by the party to be bound, shall be binding on either party. This Agreement may be executed in two (2) counterparts, each of which shall constitute an original.

SIGNED:



Susan E. Manheimer, Chief of Police
City of San Mateo

Date: 10/25/08

SIGNED:



Thomas Hitchcock, Chief of Police
City of Millbrae

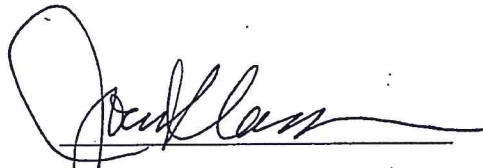
Date: 10/24/08

APPROVED AS TO FORM:



Shawn Mason, City Attorney
City of San Mateo

Date: 10/24/08



Joan Cassman, City Attorney
City of Millbrae

Date: 10/27/08

FIRST AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF MILLBRAE AND THE CITY OF SAN
MATEO FOR AUTOMATED RED LIGHT TRAFFIC ENFORCEMENT SERVICES

THIS FIRST AMENDMENT ("First Amendment") to the Agreement between the City of Millbrae and the City of San Mateo for Automated Red Light Traffic Enforcement Services is made and entered into by and between the CITY OF MILLBRAE ("MILLBRAE"), a municipal corporation, and CITY OF SAN MATEO ("SAN MATEO"), a municipal corporation, is dated 9-14, 2009.

WHEREAS, MILLBRAE and SAN MATEO entered into an Agreement for Automated Red Light Traffic Enforcement Services dated February 29, 2008 ("Agreement"); and

WHEREAS, MILLBRAE's Dual Red Light Photo Enforcement System was provided by American Traffic Solutions, Inc. ("ATS"); and

WHEREAS, the parties desire to take preventive measures to ensure the protection of ATS' Confidential Information by limiting its disclosure by SAN MATEO.

NOW, THEREFORE, MILLBRAE and SAN MATEO agree as follows:

1. **Section 3, "SAN MATEO'S OBLIGATIONS"** of the Agreement is hereby amended by adding subsection "E" as follows:

E. To the extent permitted by the California Public Records Act, SAN MATEO agrees that, with the exception of the release of information to MILLBRAE, it will not, alone or with others, directly or indirectly, release or cause to release, induce or attempt to induce, any of ATS's Confidential Information. "Confidential Information" excludes public records and is defined as information (including the creation of information on behalf of ATS by or during the term of ATS' Agreement with MILLBRAE) which is not generally known about ATS or its business, including without limitation about its products, projects, designs, developmental or experimental work, computer programs, software, data bases, know-how, processes, formulas, customers, business partners, suppliers, business plans, marketing plans and strategies, finances, employee compensation, or personnel, and information obtained from third parties under confidentiality agreements. The term "software" includes software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audiovisual components (menus, screens, structure, and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is sorted, written or

described, including without limitation diagrams, flow charts, designs, drawings, specifications, models, date and customer information. SAN MATEO shall defend, indemnify, and hold harmless MILLBRAE, its agents, officers, and employees from and against any and all claims asserted or liability established for damages or injuries to any person or property arising out of SAN MATEO's disclosure of Confidential Information in violation of this First Amendment.

2. **Section 4, "ACCESS TO SYSTEM INFORMATION"** of the Agreement is hereby replaced in its entirety to read as follows:

MILLBRAE Police Department employees designated by the Chief of MILLBRAE Police Department and SAN MATEO Police Department employees designated by the Chief of SAN MATEO Police Department will have access to the information obtained pursuant to this Agreement. This information will not be shared with other employees of either MILLBRAE or SAN MATEO. However, following written notice to the other Chief, either Chief may authorize persons who are not employees of either MILLBRAE or SAN MATEO to have access to the equipment and systems when such access is necessary to work on a component of the System. The shared access to information under this Agreement shall be accessible to designated employees at all times. Employees of SAN MATEO who have been designated to access MILLBRAE's information shall be made aware of their duty to protect such information from disclosure. Each party shall ensure that access to, and usage of, the information obtained pursuant to this Agreement comply with state and federal laws governing access, usage, dissemination, disclosure, and copying.

3. Except as expressly modified by this First Amendment, all terms and conditions in the Contract, as previously amended, shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have executed this First Amendment to the Agreement as of the date first above written.

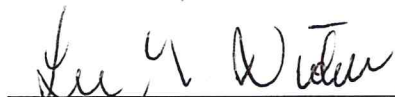
SIGNED:



Susan E. Manheimer, Chief of Police
City of San Mateo

Date: 7/6/09

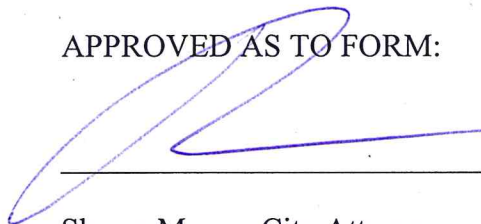
SIGNED:



Lee Violet, Chief of Police
City of Millbrae

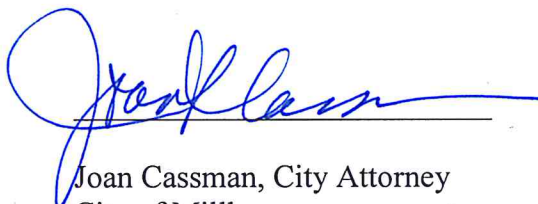
Date: 7-1-09

APPROVED AS TO FORM:



Shawn Mason, City Attorney
City of San Mateo

Date: 7/10/09



Joan Cassman, City Attorney
City of Millbrae

Date: June 30 2009

DUTY TO PROTECT CONFIDENTIAL INFORMATION

You have been designated by San Mateo to perform services related to the review of videos of incidents captured by the City of Millbrae's ("Millbrae") Red Light Photo Enforcement System.

Millbrae's Red Light Photo Enforcement System was provided to Millbrae by American Traffic Solutions, Inc. ("ATS" or the "Company"). ATS has developed or otherwise obtained certain Confidential Information and proprietary technology relating to, among other things, violation processing systems, software and related know-how, as well as traffic camera enforcement systems and operations. ATS does not wish to lose the confidentiality or diminish rights in Confidential Information and technology.

Confidential Information for this purpose means information (including the creation of information on behalf of ATS by or during the term of the ATS/Millbrae Agreement) which is not generally known about the Company or its business, including without limitation about its products, projects, designs, developmental or experimental work, computer programs, software, data bases, know-how, processes, formulas, customers, business partners, suppliers, business plans, marketing plans and strategies, finances, employee compensation, or personnel, and information obtained from third parties under confidentiality agreements. The term "software" includes software in various stages of development or any product thereof and includes without limitation the literal elements of a program (source code, object code or otherwise), its audiovisual components (menus, screens, structure, and organization), any human or machine readable form of the program, and any writing or medium in which the program or the information therein is sorted, written or described, including without limitation diagrams, flow charts, designs, drawings, specifications, models, data and customer information.

All Confidential Information is and shall be the sole and exclusive property of ATS and/or Millbrae. You shall not take or cause any action which would be inconsistent with or tend to diminish or impair ATS' and/or Millbrae's rights in the Confidential Information. You shall not, directly or indirectly, print, copy or otherwise reproduce, in whole or in part, or embody in any product, any Confidential Information without ATS' prior written consent.

Confidential Information is revealed to you in strict confidence, and solely for the purpose of enabling you to perform your duties as an employee of San Mateo. You shall not use, or induce others to use, during or after your term of employment with San Mateo, any Confidential Information for any other purpose whatsoever, nor shall you disclose or reveal any Confidential Information to anyone. "Confidential Information" does not include public records as defined in the California Public Records Act.

**AMENDMENT NO. 2 TO THE AGREEMENT
BETWEEN THE CITY OF SAN MATEO AND
THE CITY OF MILLBRAE FOR
Automated Photo Enforcement Services**

WHEREAS, the City of San Mateo (SAN MATEO), a municipal corporation of the State of California, and the CITY OF MILLBRAE ("MILLBRAE"), a municipal corporation of the State of California, entered into an Agreement for Automated Photo Enforcement services on October 24, 2008; and

WHEREAS, on September 14, 2009, SAN MATEO and MILLBRAE entered into the first Amendment to the Agreement to address disclosure of vendor information; and

WHEREAS, SAN MATEO and the MILLBRAE wish to amend the Agreement to increase the amount to be paid by MILLBRAE to SAN MATEO from \$20,000 annually to \$36,475 annually;

NOW, THEREFORE, the parties agree as follows:

1. Section 5 (A) of the Agreement is amended to read:

"MILLBRAE shall pay SAN MATEO **\$36,475** per year for the services specified in Section 3 of this Agreement, including Police Department attendance at all court appearances related to citations issued, and any overtime that may be incurred in providing these services for four intersections and six approaches. The cameras in question are currently located at the following locations:

Westbound Millbrae Avenue and Rollins Road
Eastbound Millbrae Avenue and Rollins Road
Southbound Highway 101 at the Millbrae Avenue Exit
Southbound El Camino Real to Eastbound Millbrae Avenue

Any additions to the number of cameras or approaches will require an Amendment to this Agreement."

2. The remaining terms of the Agreement remain in full force and effect.

EFFECTIVE.
11/6/2009

CITY OF SAN MATEO

Susan E. Manheimer

Susan E. Manheimer, Police Chief
City of San Mateo

Date: 10/16/09

CITY OF MILLBRAE

Mark Raffaelli

Mark Raffaelli, Acting Police Chief
City of Millbrae

Date: 10/16/09

Approved as to form:

Shawn Mason

Shawn Mason
San Mateo City Attorney

Asst.

Date: 10/16/09

Approved as to form:

Joan Cassman

Joan Cassman,
Millbrae City Attorney

Date: 10/17/09

THIRD AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF MILLBRAE AND THE CITY OF SAN MATEO FOR
AUTOMATED RED LIGHT TRAFFIC ENFORCEMENT SERVICES

THIS THIRD AMENDMENT ("Third Amendment") to the Agreement between the City of Millbrae and the City of San Mateo for Automated Red Light Traffic Enforcement Services is made and entered into by and between the CITY OF MILLBRAE ("MILLBRAE"), a municipal corporation, and CITY OF SAN MATEO ("SAN MATEO"), a municipal corporation.

WHEREAS, MILLBRAE and SAN MATEO entered into an Agreement for Automated Red Light Traffic Photo Enforcement Services dated October 24, 2008 ("Agreement"); and

WHEREAS, on September 14, 2009, the Parties executed the First Amendment to take preventive measures to ensure the protection of confidential information ("First Amendment"); and

WHEREAS, on October 16, 2009, the Parties executed the Second Amendment to increase the number of cameras covered under this Agreement and the compensation to be paid therefor; and

WHEREAS, the parties now desire to amend the Agreement (1) extending its term, (2) clarifying the manner in which video, photographic and other information from the System is reviewed and evaluated for purposes of determining whether a citation should be issued, and (3) clarifying the manner in which annual Consumer Price Index adjustments in compensation are implemented.

NOW, THEREFORE, MILLBRAE and SAN MATEO agree as follows:

1. **Section 1, "EFFECTIVE DATE AND TERM OF AGREEMENT"** of the Agreement is hereby amended by adding the following sentence:

As of November 20, 2012, the term of the Agreement shall be extended on a year-to-year basis and shall continue in effect unless and until one party gives to the other party 90-days' prior written notice.

2. **Section 3, "SAN MATEO'S OBLIGATIONS,"** of the Agreement is hereby amended by adding the following language to paragraph "A":

All video, photographic or other information of incidents produced by the System will be reviewed only by sworn personnel in the SAN MATEO Police Department. The SAN MATEO Police Department may not rely upon or refer to MILLBRAE employees the review of any such photographic, video or other information produced by the System for the purpose of determining whether the issuance of a citation is warranted.

DUPLICATE ORIGINAL

3. **Section 4, "ACCESS TO SYSTEM INFORMATION,"** is amended so that the first sentence reads as follows:

Access to the information obtained pursuant to this Agreement will be limited to those MILLBRAE employees or contract staff designated by the Chief of MILLBRAE'S law enforcement team staffed from the County Sheriff's Office and SAN MATEO Police Department employees designated by the Chief of SAN MATEO Police Department.

4. **Section 5, "COSTS AND PAYMENTS,"** of the Agreement is hereby amended by deleting paragraphs "A" and "B" and replacing them with the following:

- A. MILLBRAE shall pay SAN MATEO **\$47,000** per year for the services specified in Section 3 of this Agreement, including Police Department attendance at all court appearances related to citations issued, and any overtime that may be incurred in providing these services for four intersections and six approaches. The cameras in question are currently located at the following locations:

Westbound Millbrae Avenue and Rollins Road
Eastbound Millbrae Avenue and Rollins Road
Southbound Highway 101 at the Millbrae Avenue Exit
Southband El Camino Real to Eastbound Millbrae Avenue

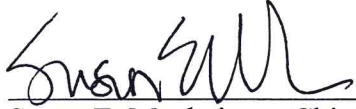
Any additions to the number of cameras or approaches will require an Amendment to this Agreement.

- B. During the extension years of the Agreement, compensation may be adjusted on an annual basis by the percentage change in the Consumer Price Index (CPI) for the San Francisco/Oakland/San Jose area as evidenced by the CPI figures published in May. The effective date of the CPI adjustment, if any, will commence on July 1 of each year. The CPI adjustment is subject to a maximum increase of 4% in any one year. This adjustment will only apply to SAN MATEO's services in Section 5.A.

5. Except as expressly modified by this Third Amendment, all terms and conditions in the Agreement, as previously amended, shall remain in full force and effect.

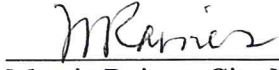
IN WITNESS THEREOF, the parties hereto have executed this Third Amendment to the Agreement as of the date first above written.

SIGNED:


Susan E. Manheimer, Chief of Police
City of San Mateo

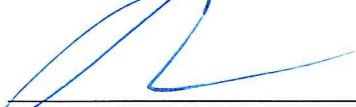
Date: 12/12/12

SIGNED:



Marcia Raines, City Manager
City of Millbrae

Date: 11/21/12

APPROVED AS TO FORM:

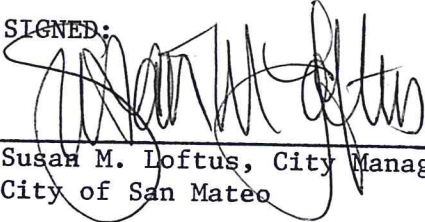

Shawn Mason, City Attorney
City of San Mateo

Date: 12/5/12

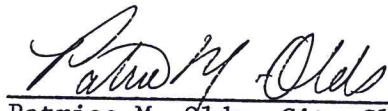

Joan Cassman, City Attorney
City of Millbrae

Date: 11/27/12

SIGNED:


Susan M. Loftus, City Manager
City of San Mateo

ATTEST:


Patrice M. Olds, City Clerk
City of San Mateo



**FOURTH AMENDMENT TO AGREEMENT BETWEEN THE CITY OF MILLBRAE AND THE CITY OF
SAN MATEO FOR AUTOMATED RED LIGHT TRAFFIC ENFORCEMENT SERVICES**

THIS FOURTH AMENDMENT ("Fourth Amendment") to the Agreement between the City of Millbrae and the City of San Mateo for Automated Red Light Traffic Enforcement Services is made as of the 22 day of October, 2013 by and between the CITY OF MILLBRAE (hereinafter referred to as "MILLBRAE"), a municipal corporation, and CITY OF SAN MATEO (hereinafter referred to as "SAN MATEO"), a municipal corporation.

WHEREAS, MILLBRAE and SAN MATEO entered into an Agreement for Automated Red Light Traffic Photo Enforcement Services dated October 24, 2008 ("Agreement"); and

WHEREAS, on September 14, 2009, the Parties executed the First Amendment to take preventative measures to ensure the protection of confidential information ("First Amendment"); and

WHEREAS, on October 16, 2009, the Parties executed the Second Amendment to increase the number of cameras covered under this Agreement and the compensation to be paid ("Second Amendment"); and

WHEREAS, on December 12, 2012, the Parties executed the Third Amendment to extend the term of the agreement, clarify each Parties' responsibility in reviewing citations and increase the compensation to be paid ("Third Amendment"); and

WHEREAS, the Parties now desire to amend the Agreement to (1) give CITY OF SAN MATEO full control of the Millbrae Automated Photo Enforcement program and (2) increase the compensation to be paid.

NOW THEREFORE, MILLBRAE AND SAN MATEO agree as follows:

1. **Section 2, "MILLBRAE'S OBLIGATIONS"** of the Agreement is hereby amended by deleting this Section and replacing it as follows:

A. MILLBRAE will respond to Public Records Act requests for public records maintained by MILLBRAE.

B. To the extent that MILLBRAE chooses to defend challenges to citations issued by SAN MATEO in accordance with this Agreement, including appeals, MILLBRAE will provide any necessary legal representation.

2. **Section 3, "SAN MATEO'S OBLIGATIONS,"** of the Agreement is hereby amended by deleting paragraph "A" and replacing it as follows:

A. SAN MATEO Police Department will review videos of incidents to determine whether or not a citation is warranted, issue citations, attend Traffic Court on behalf of MILLBRAE and provide MILLBRAE with support when citations are appealed from Traffic Court to Superior Court.

3. **Section 3, "SAN MATEO'S OBLIGATIONS,"** of the Agreement is hereby further amended to add the follow sections:

E. In accordance with Vehicle Code section 21455.5, SAN MATEO will retain oversight and control of the System, including:

1) Assisting MILLBRAE with establishment of guidelines for the selection of new locations.

DUPLICATE ORIGINAL

- 2) Ensure that all equipment is regularly inspected. At minimum equipment will be inspected every 30 days.
 - 3) Certify that the equipment is properly installed and calibrated, and is operating properly.
 - 4) Regularly inspect and maintain warning signs. Signs must be audited for placement and conditions at least once each quarter.
 - 5) Overseeing signal phases and timing in coordination with MILLBRAE's Public Works Department.
 - 6) Maintaining controls necessary to ensure that only those citations that have been reviewed and approved by law enforcement are delivered to violators.
- F. SAN MATEO will provide individuals who receive citations with pre-court video viewings and requested meetings at the SAN MATEO Police Department.
- G. SAN MATEO will respond to inquiries regarding citations, discovery, and Public Records request for public records maintained by SAN MATEO.
- H. SAN MATEO will process all subpoenas provided by traffic court.
- I. SAN MATEO will process all Written Declarations received from Traffic Court and submit them in a timely fashion.
- J. SAN MATEO will maintain an up to date Court binder on behalf of MILLBRAE.
- K. Subject to the approval of MILLBRAE, SAN MATEO will attend training provided by the vendor that owns the red light equipment referenced in this agreement.
- L. SAN MATEO will be the liaison for MILLBRAE to the Traffic Court personnel including presiding Commissioners.
- M. SAN MATEO will receive all incoming calls from citizens and the court.
- N. SAN MATEO will submit dismissal reports on a weekly basis or as needed.

4. **Section 5, "COST AND PAYMENTS,"** of the Agreement is hereby amended by deleting paragraph "A" and replacing it as follows:

- A. MILLBRAE shall pay SAN MATEO \$62,700 per year for services specified in Section 3 of this Agreement, including Police Department attendance at all court appearances related to citations issued, and any overtime that may be incurred in providing these services for cameras at the following locations:

Southbound 101 to Millbrae
Westbound Millbrae Ave. to Rollins Road
Eastbound Millbrae Ave to Rollins Road
Northbound Rollins Road to Millbrae Ave.
Southbound El Camino Real to East Bound Millbrae Ave.
Southbound Rollins Road at Millbrae Ave.

Any additions to the number of cameras or approaches will require an Amendment to this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Fourth Amendment to the Agreement as of the date first above written.

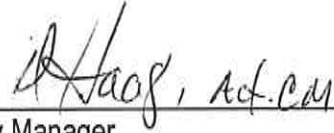
SIGNED:



Chief of Police (KH)
City of San Mateo

Date: 11/11/2013

SIGNED:



City Manager
City of Millbrae


Date: 11-8-13

APPROVED AS TO FORM:



City of San Mateo

Date: 11/19/13



City of Millbrae

Date: Nov. 4, 2013