

AGENDA ITEM
8H

Date: April 10, 2020

Council Action Date: May 18, 2020

TO: Honorable Mayor and City Council

FROM: Alex D. McIntyre, City Manager
Darin Schindler, Chief of Police

SUBJECT: Second Extension - Redflex Traffic Systems Agreement

SUMMARY

On March 30, 2015, City Council approved an agreement with Redflex Traffic Systems to provide automated red-light enforcement services (Agreement 2015-022) for a period of 3 years (2015 – 2018) with the option of two additional two-year extensions. The first two-year extension was approved on May 7, 2018 and this is the final two-year extension available on the original contract.

RECOMMENDATION

Approve and authorize the City Manager to execute the second extension to the Redflex Traffic System Agreement (Agreement Number 2015-022) for two years, effective May 10, 2020 to May 9, 2022, for \$473,040 annually or \$946,080 over two years.

DISCUSSION/ANALYSIS

In April of 2001, the City of Ventura entered into a contract with Redflex Traffic Systems (Redflex) to provide automated red-light enforcement at various City intersections.

Since 2001, the City of Ventura has been under various contracts and amendments with Redflex. The latest contract between the City and Redflex was executed in March 2015. A provision within the current contract gives the City Council the option to extend the initial term of the agreement for up to two (2) additional consecutive two (2) year time periods.

There are currently 18 Redflex camera systems throughout the City at various intersections. The purpose of the systems is to increase traffic safety and reduce injury traffic collisions. Photo enforcement continues to influence driving behavior positively, and awareness, as it relates explicitly to red light violations throughout the City, not just at the camera, enforced intersections.

The average number of injury accidents caused annually by red-light violations from FY 2013 through FY 2017 was 45. There were 34 citywide traffic collisions in Ventura caused by red-light violations in FY 2018, 26 of which resulted in injury. In FY 2019, there were 28 total traffic collisions caused by red-light violations, with 15 resulting in injury. These totals represent all intersections in the City of Ventura with or without cameras.

During FY 2019, Redflex processed a total of 17,317 potential red-light violations from the cameras in the City of Ventura. Of that amount, 12,161 were sent to the Traffic Unit for review and 11,292 were approved for citations. The process for issuing a citation begins once the camera system captures an incident. The incident is transmitted to Redflex processing staff, who verify that a good photo/video was captured. A Ventura PD specific Procedural Manual is used by the processors to sift out any incidents that don't meet specified criteria. Some occurrences that would be eliminated would include those that involve a sun glare of the drivers face, any emergency vehicles driving with lights and sirens, driver obstruction, no license plate, or a poor image. Once incidents have gone through the Redflex review process, they are submitted to the Criminal Investigative Technician (CIT) for review. The CIT checks clarity of the photo to identify the driver and verifies that the vehicle information is correct and matches the vehicle pictured. A registration check is also completed to ensure it is current and matches the driver's name.

In prior years there were two part time professional staff who processed Redflex citations for the police department. One conducted the investigation of the incident and the other handled courtroom testimony. The addition of a full time CIT to handle both the investigation and the courtroom testimony has provided more expertise of the Redflex system and has enhanced the efficiency and effectiveness of the citation process.

In FY 2018-2019, the total revenue collected by the Courts from citations was \$1,758,819, which resulted in \$1,188,380 in net revenue to the City. From July 1, 2019, to present, Redflex processed a total of 11,466 potential red-light violations with 7,352 being received by the traffic unit for approval for citations.

2017-2018	
Court Collected Total:	\$1,422,100
Court Collection Fees:	(\$81,792)
Gross Revenue:	\$1,340,308
Redflex Payment:	(\$473,040)
Net Revenue:	\$867,268
The revenue was used for the following:	
1 Police/Traffic Corporal:	\$201,144
Extra Help Traffic Positions:	\$65,346
Miscellaneous Expenses:	\$232
Internal Service Funds:	\$9,612
Revenue over Expenditures:	\$590,934

2018-2019	
Court Collected Total:	\$1,758,819
Court Collection Fees:	(\$97,399)
Gross Revenue:	\$1,661,420
Redflex Payment:	(\$473,040)
Net Revenue:	\$1,188,380
The revenue was used for the following:	
1 Police/Traffic Corporal:	\$203,865
Extra Help Traffic Positions:	\$66,766
Miscellaneous Expenses:	\$377
Internal Service Funds:	\$9,612
Revenue over Expenditures:	\$907,760

FINANCIAL IMPACT

The Redflex Program is budgeted in the General Fund. The revenue received from the Redflex Program pays for one Traffic Corporal position assigned to oversee the Redflex Program and one Criminal Investigative Technician who processes the violations, prepares court packets, and testifies in court. In addition, the revenue is used to pay the fixed monthly fee of \$39,420 to Redflex for the operation of the Redflex Traffic Systems.

The tables above display the net revenue generated from this agreement over the last two completed fiscal years. For the current fiscal year (FY 2019 - 2020) revenue is again expected to cover the total cost of operating the program. Future cost will be programmed into the FY 2020 - 2021 budget as follows:

REQUESTED ACTION: Redflex Contract Agreement				
TOTAL ESTIMATED PROGRAM COST:			\$ 943,920	
FUND	DEPARTMENT	PROJECT	AMOUNT	COST CATEGORY
General (01)	Police	43205	\$ 473,040	Redflex Contract
General (01)	Police	43205	\$ 470,880	Ancillary
TOTAL FUNDED			\$ 943,920	
COST OFFSET: Revenue generated from violations			\$ 1,760,425	
TOTAL ESTIMATED REVENUE			\$ 816,505	

* Due to the shelter-in-place order resulting from COVID-19, traffic activity and the number of traffic violations has been reduced in the current fiscal year. As a result, the budgeted revenue displayed above is lower than the current fiscal year, but it is anticipated the shelter-in-place order will be lifted and traffic activity will resume to normal levels in the first half of the upcoming fiscal year.

ALTERNATIVES

Council could decide not to accept the recommendation to extend the contract. Traffic collisions and related injuries could increase without a CATSS system in operation. This would also result in the loss of annual revenue that currently provides funding for a Police Traffic Corporal and a Criminal Investigative Technician that administer the Redflex Program.

Prepared by: Sam Arroyo, Commander

ATTACHMENT:

- A 2nd Extension to the Redflex Agreement
- B 1st Extension to the Redflex Agreement
- C Redflex Agreement

ATTACHMENT A

**SECOND EXTENSION TO EXCLUSIVE AGREEMENT NO. 2015-022.1 BETWEEN
THE CITY OF SAN BUENAVENTURA, a Municipal Corporation, and REDFLEX
TRAFFIC SYSTEMS, INC.**

THIS SECOND EXTENSION to Exclusive Agreement No. 2015-022.1 (“Agreement”) is made and executed on the dates set forth below by and between the CITY OF SAN BUENAVENTURA (“CITY”), a municipal corporation, and REDFLEX TRAFFIC SYSTEMS, INC. (“REDFLEX”) [collectively, the “Parties”].

Pursuant to Section 2 of the Agreement, attached hereto, executed by the Parties on or about May 7, 2018, the Agreement is being extended by mutual agreement of the parties, as follows: Without changing or modifying any other provisions of the Agreement, CITY and REDFLEX agree, in compliance with and as per the provisions of Section 2 of the Agreement, that the term of the Agreement is hereby extended for two years running from May 10, 2020 to May 9, 2022.

In witness whereof, the parties have signed this agreement on the dates set forth below.

City of San Buenaventura

By: _____
Alex D. McIntyre
City Manager
Date _____

APPROVED AS TO FORM:

Gregory Diaz
City Attorney

By: _____
Andy H. Viets
Sr. Assistant City Attorney
Date _____

Redflex Traffic Systems, Inc.

By: _____
Mark Talbot
President
Date _____

**FIRST EXTENSION TO EXCLUSIVE AGREEMENT NO. 2015-022 BETWEEN THE
CITY OF SAN BUENAVENTURA, a Municipal Corporation, and
REDFLEX TRAFFIC SYSTEMS, INC.**

THIS FIRST EXTENSION to Exclusive Agreement No. 2015-022 ("Agreement") is made and executed on the dates set forth below by and between the CITY OF SAN BUENAVENTURA ("CITY"), a municipal corporation, and REDFLEX TRAFFIC SYSTEMS, INC. ("REDFLEX") [collectively, the "Parties"].

Pursuant to Section 2 of the Agreement, attached hereto, executed by the Parties on or about April 2, 2015, the Agreement is being extended by mutual agreement of the parties, as follows: Without changing or modifying any other provisions of the Agreement, CITY and REDFLEX agree, in compliance with and as per the provisions of Section 2 of the Agreement, that the term of the Agreement is hereby extended for two years running from May 10, 2018 to May 9, 2020.

In witness whereof, the parties have signed this agreement on the dates set forth below.

City of San Buenaventura

By:  6-28-18
Dan Paranick Date
Interim City Manager

APPROVED AS TO FORM:

Gregory Diaz
City Attorney

By:  6/26/18
Andy H. Viets Date
Sr. Assistant City Attorney

Redflex Traffic Systems, Inc.

By:  6/19/18
Michael Finn Date
Sr. Vice President
Sales and Marketing

ATTACHMENT C

EXCLUSIVE AGREEMENT BETWEEN THE CITY OF SAN BUENAVENTURA, CA AND REDFLEX TRAFFIC SYSTEMS, INC. FOR AN AUTOMATED PHOTO ENFORCEMENT PROGRAM

This Agreement (this "Agreement") is made as of 4-2, 2015 ("Effective Date") between Redflex Traffic Systems, Inc., a Delaware Corporation ("Redflex"), and The City of San Buenaventura, CA, a municipal corporation (the "City" and/or the "City") for an Automated Photo Enforcement Program. AGREEMENT NO. 2015-022

RECITALS

- A. Violations of §§ 21453(a) and 21453(c) of the California Vehicle Code, and failing to stop for a red light or failing to stop for a red arrow, have been shown to pose a significant risk to life and property;
- B. It is the objective of the Automated Photo Enforcement Program to reduce the incidents of vehicle collisions at the traffic intersections and city streets are subject to the Program;
- C. Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to the Automated Photo Enforcement Program; and
- D. The City desires that Redflex furnish and Redflex desires to furnish all equipment, licenses, applications and back office processing related to the Automated Photo Enforcement Program, including digital traffic enforcement cameras and equipment for the monitoring and enforcement of laws regulating red lights and traffic signals.

The Parties accordingly agree as follows:

AGREEMENT

1. **DEFINITIONS.** In this Agreement, the words and phrases capitalized below shall have the following meanings:
 - 1.1. "**Authorized Employee**" means the Project Manager or such other individual(s) as the City shall designate to review Potential Violations and to authorize the Issuance of Citations.
 - 1.2. "**Authorized Violation**" means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Employee by using the Redflex System.
 - 1.3. "**Automated Photo Enforcement Program**" or "**the Program**" are interchangeable and synonymous and mean the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Redflex, including but not limited to cameras, flashes, central processing units, signal controller interfaces and sensor arrays which, collectively, are capable of detecting Violations and recording Violation Data in the form of photographic images of motor vehicles. The Program will comply with the statutory requirements of California Vehicle Code §§ 21453, 21455.5, 21455.6, 24155.7, 40518, 40520, and any future requirements required by law in order to meet the legal mandate for a red light camera automated enforcement program.
 - 1.4. "**Citation**" means the notice of a Violation and notice to appear, as outlined in Vehicle Code § 40518, which is mailed or otherwise delivered by Redflex on behalf of the City to the registered owner or violator on the appropriate Enforcement Documentation for each Authorized Violation. The Citation shall include the information required by California Vehicle Code § 40518 and in a form approved by the California Judicial Council. It shall also include information regarding the methods by which the registered owner of the vehicle or the alleged violator may view and discuss with the issuing agency or Redflex, both by telephone and in person, the evidence used to substantiate the violation, and contact information for that issuing body or Redflex.
 - 1.5. "**City**" means the City and the City's employees and agents, mayors, council members, commissions, committees, departments, officers and volunteers.
 - 1.6. "**Confidential or Private Information**" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers,

licensors, licensees, customers or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

- 1.6.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services;
- 1.6.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall have the meaning provided under California law; and
- 1.6.3. Notwithstanding the foregoing, Confidential Information will not include information that:
 - (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of a Party in breach of this Agreement, (iii) was lawfully disclosed to a Party by a person other than a Party, (iv) was required by a court of competent jurisdiction to be disclosed, or (v) was required by applicable state law to be disclosed.
- 1.7. "Designated Intersection Approaches" means the Intersection Approaches to be installed with the Redflex System and Equipment. See Exhibit A for the number and list of approaches.
- 1.8. "Electronic Signature" means the method through which the Authorized Employee indicates his or her approval of the issuance of a Citation for a Potential Violation using the Redflex System.
- 1.9. "Enforcement Documentation" means the necessary and appropriate documentation related to the Program, including but not limited to warning letters, Citation notices (using the specifications of the California Judicial Council and the City, a numbering sequence for use on all citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation (including in such instructions a description of basic court procedures, payment options and information regarding the viewing of images and data collected by the Redflex System), chain of custody records, criteria regarding operational policies for processing Citations (including for coordinating with the applicable vehicle registry), and technical support documentation for applicable court and judicial officers .
- 1.10. "Equipment" means any and all approach cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Program.
- 1.11. "Existing Designated Intersection Approaches" means the Designated Intersection Approaches that were installed and in operation prior to the Effective Date.
- 1.12. "Fine" means a monetary sum assessed for a Citation, including but not limited to bail forfeitures, but excluding suspended fines.
- 1.13. "Governmental Authority" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- 1.14. "Installation Date" means the date on which Redflex completes the construction and installation of at least one (1) New Designated Intersection Approach and has completed the Warning Period in accordance with the terms of this Agreement so that such New Designated Intersection Approach is fully operational for the purposes of functioning with the Program.
- 1.15. "Intellectual Property" means, for any Person, any and all now known or later known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other intellectual or industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues in force (including any rights in any of the foregoing), of such Person.