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postmarked 1-12-04 Westlake CA
bundle 1 of 4

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

This Agreement is made on this 15th day of March, 1999, at West Hollywood, California, by and between the City of West Hollywood, a municipal corporation, 8300 Santa Monica Boulevard, West Hollywood, California 90069 (hereinafter referred to as the "CITY") and Lockheed Martin IMS (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. The CITY proposes to contract for services as outlined below. The CITY desires to license certain systems and equipment of CONTRACTOR and utilize certain services of CONTRACTOR as described below.
- B. The CONTRACTOR is willing to perform such services and has the necessary qualifications by reason of experience, preparation, and organization to provide such services;
- C. CONTRACTOR, through its Municipal Services Line of Business, has the ability and expertise to furnish to the CITY equipment and services for the purposes of detecting certain traffic violations and issuing citations to the alleged violators.
- D. NOW, THEREFORE, the CITY and the CONTRACTOR, mutually agree as follows:

1. **DEFINITIONS.** Certain words and phrases used in this Agreement shall have the specific meaning shown in this Section 1. Unless otherwise specifically defined herein, all other words shall have their usual and customary meaning.

1.1. "Final Disposition" means as to the citations: (a) payment of the assessed Fine (hereinafter defined) with respect to a Violation (hereinafter defined); (b) plea of guilty or no contest with respect to a Violation; (c) conviction with respect to a Violation; (d) any disposition (including dismissals as a result of successful completion of a traffic violator school course) other than the finding of not guilty with respect to a Violation.

1.2. "Fine" means a monetary sum assessed for a Violation which is actually received by the CITY including bail forfeitures received but does not include suspended or unpaid fines.

1.3. "Citation" means the initial pleading in a criminal or civil traffic action relating to a Violation documented or evidenced by the CONTRACTOR System.

1.4. "Person" means an individual, partnership, joint venture, corporation, trust, unincorporated association, any governmental authority, political subdivision, thereof or any other form or entity.

- 1.5. "Unattended Housing" means a pole and cabinet used to house the Unit. The "Unattended Housing" shall also include the loop cable installed in the intersection, as well as the wiring, which connects the terminal block in the hinged pole to the City traffic controller.
- 1.6. "Unit" means a photographic red light violation monitoring device consisting of a camera, flash, central processing unit, signal controller interface and digital loop detector capable of accurately measuring violations of red lights by motor vehicles and such "Unit" records such violation information on a photograph of such vehicle.
- 1.7. "CONTRACTOR System" means the CONTRACTOR services furnished and equipment licensed to the CITY, pursuant to this Agreement.
- 1.8. "Violation" means any traffic violation contrary to the terms of the State of California Vehicle Code or the City Traffic Code, including without limitation, operating a motor vehicle contrary to traffic signals, and operating a motor vehicle without displaying a valid license plate or registration.

2. LICENSE

- 2.1. In consideration of the fees and payments set forth in Section 7 below, CONTRACTOR hereby licenses eight Units and sixteen Unattended Housings to the CITY solely for use in documenting violations and collecting Fines in accordance with the terms hereof at four intersections in the City. The number of Units and/or Unattended Housings may be increased or decreased by mutual agreement of the parties. For purposes of this paragraph, such agreement may be made in writing by the City Council and CONTRACTOR's Regional Vice President.
- 2.2. Subject to the CITY's obligations under the Public Records Act, proprietary and technical information including information about the use, design, specifications or other matters related to the Unit, learned by the CITY from and about CONTRACTOR during the term hereof shall be deemed confidential and proprietary. Such confidential information shall be held in confidence and shall not be used or disclosed by the CITY as expressly provided in this Agreement. The CITY agrees that it will take all reasonable measures necessary to protect the secrecy and confidentiality of and avoid disclosure or use of the confidential information of CONTRACTOR. The obligations of confidentiality shall not apply to information which: (a) has entered the public domain other than as a result of an act or omission of the CITY, or (b) which subsequent to disclosure hereunder is obtained by the recipient party on a non-confidential basis from a third party who has the right to disclose such information to the recipient party. The

foregoing commitments shall survive any termination or expiration of this Agreement.

3. **AGREEMENT.** This agreement consists of this document and attachments "Exhibit A" (Scope of Services), "Exhibit B" (Budget Forms), and "Exhibit C" (Bid Proposal). In the event of a conflict among the provisions of the foregoing documents, the provisions of this Agreement shall govern, then the provisions of "Exhibit A", then the provisions of "Exhibit B", then the provisions of "Exhibit C".
4. **SERVICES.** The CONTRACTOR shall perform those services set forth in "Exhibit A," (Scope of Services) and "Exhibit B" (Budget Forms), and "Exhibit C" (Bid Proposal) which is attached hereto and incorporated herein by reference.
 - 4.1. **New Technology.** In the event there are new developments in photo enforcement technology and the transition process into new image capture and violation detection technologies as they become proven systems and the Court accepts digital imagery, the CITY and CONTRACTOR may negotiate changes in this agreement.
 - 4.2. The CITY may elect during the term of the contract any or all of the following options, as defined in the Proposal for Automated Traffic Signal Enforcement Program, dated January 20, 1999. The authorization of any or all of these options shall be made in writing by the CITY. The fee for requested service(s) shall be based on the proposed amounts stated in "Exhibit B", memo dated February 4, 1999 and shall apply if City decides to avail itself of these services. Pricing of such services if selected during the second year of the contract shall be negotiated:
 - Lockbox Processing
 - Expanded Telephone, Correspondence, and Customer Service
 - Use of Customer Service Centers
5. **COMMENCEMENT OF PERFORMANCE.** CONTRACTOR shall begin start up implementation upon execution of this Agreement. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY.
6. **TERM OF AGREEMENT.** This Agreement shall be effective for a two year term measured from the first day of issuance of citations, after the legally mandated one month waiting period. City may elect at its sole option to extend this Agreement for

one or more additional years. City shall provide ninety (90) days notice to the CONTRACTOR of its election to extend the Agreement for an additional year.

6.1. Upon termination of the Agreement, CONTRACTOR shall remove all CONTRACTOR's equipment with exception to the loop detectors and wiring, at its own expense and restore CITY property to its original condition. Should the CONTRACTOR fail to remove all equipment within 60 days, the CITY shall bill the CONTRACTOR for their removal.

7. **PAYMENT FOR SERVICES.** The CONTRACTOR shall be compensated for services provided as described below in Section 7.1, pursuant to this Agreement. Compensation shall under no circumstances be increased or decreased except by written amendment of this Agreement, except as provided in Section 7.2 or Section 7.8 of this Agreement.

7.1. The CITY shall pay to CONTRACTOR a fixed fee of \$65,992 per month and a per paid citation fee of \$35 processing fee (the "Processing Fee") for each citation that results in a fine collected by the CITY. Pricing is based upon the sixteen housing units selected by the CITY, assuming the continuance of traffic signal operations in effect at the time of this proposal.

7.2. In the event the CITY is restricted by the Court to the effect that the CITY cannot put in use the eight units that are licensed to the CITY for this program, the CONTRACTOR agrees to reduce the monthly fixed fee by \$2,500 per camera per month. Such reduction in the monthly fixed fee shall be in effect only during the initial four months of the program.

7.3. Upon execution of this agreement, the CITY shall pay to the CONTRACTOR two months operating expenses of \$131,984 (one hundred thirty one thousand nine hundred eighty four dollars) as a start-up advance to be credited against payments due under Section 7.1.

7.4. The expense for the relocation of CITY loops for intersections identified in the Request For Proposal shall be the responsibility of the CONTRACTOR. In the event the CITY adds additional intersections which may require the relocation of existing presence loops, the CITY shall be responsible for the expenses. If relocated loops require replacement of traffic loop modules/controllers, the CITY is responsible for the cost of such and their installation.

7.5. The CITY shall assist CONTRACTOR in obtaining all required information from the Court(s) where Citations are filed from the ETRS system, on line or in batch mode on a nightly basis, so that CONTRACTOR can track payments on the

CITY 's behalf and provide for proper invoicing and reporting for the CITY. The CITY shall be responsible for any costs associated with the interface.

- 7.6. CONTRACTOR shall provide the CITY with monthly statements and/or invoices with respect to Fines and/or Final Disposition without a Fine, which the CITY shall pay within thirty (30) business days of receipt thereof.
- 7.7. In the event the CITY elects the one year extension, CONTRACTOR may increase the Fixed Monthly Payment and Processing Fee by a percentage equal to the percentage increase in the Consumer Price Index (Major Cities) over the preceding twelve months, as determined by the U.S. Department of Commerce. In the event such index is no longer used, the parties shall agree to use a similar index used by other parties with similar clauses.
- 7.8. In the event that the CITY terminates this Agreement and provided that all of the terms and conditions of this Agreement have been satisfied by CONTRACTOR, the CITY shall pay CONTRACTOR to continue to redeem outstanding citations until their expiration and will reimburse CONTRACTOR for any program expenditures which the CITY authorized prior to the termination of the Agreement and which would not otherwise be reimbursed.

8. CONTRACT ADMINISTRATION.

- 8.1. **The CITY's Representative.** Unless otherwise designated in writing, the Transportation Manager or her/his designee shall serve as the CITY's representative for the administration of the project. All activities performed by the CONTRACTOR shall be coordinated with this person.
- 8.2. **Manager-in-Charge.** Julie Dixon shall be in charge of the project for the CONTRACTOR and shall be responsible for performance of all its tasks and assuring compliance on all matters relating to this Agreement. The Manager-in-Charge shall not be replaced without the written consent of the CITY. Any changes to this Agreement shall be done in writing and signed by the CONTRACTOR'S Regional Vice President.
- 8.3. **Responsibilities of the CITY.** The CITY shall provide all relevant documentation in its possession to the CONTRACTOR upon request in order to minimize duplication of efforts. The CITY's staff shall work with the CONTRACTOR as necessary to facilitate performance of the services. The CITY shall remain responsible for providing the following elements of the Photo Safety Program:

- 8.3.1. The CITY shall be responsible for providing CONTRACTOR with "as built" drawings required by CONTRACTOR for the preparation of drawings for the installation of the loops, wiring and Unattended Housings.
- 8.3.2. The CITY shall not levy any permit fees or, if municipal ordinance requires the assessing of such fees, the CITY shall pay for such fees associated with the installation of the Unattended Housings.
- 8.3.3. The CITY agrees it shall diligently prosecute each Citation and shall defend any challenge in any court of competent jurisdiction to the use of the Unit or validity of its results and/or the use of the U.S. mails to deliver the Citation. In addition, CONTRACTOR may, at its own expense, participate in any proceeding challenging the use of the Unit or validity of its results and/or the use of the U.S. mails to deliver the Citation. CITY Counsel may consult and confer with counsel for CONTRACTOR in any such proceeding upon reasonable request for such consultation.
- 8.3.4. All electrical power required by the Units, except that CONTRACTOR shall be responsible for connecting the Unattended Housings to the source of the electrical power.
- 8.3.5. The CITY will not modify traffic signal operations in effect at the time of the proposal, without advising CONTRACTOR in advance of such change and without consideration of the impact of the change on the Photo Safety Program. The CITY may elect to offer a delay to violators at the start of the red signal phase, such that the camera will not be activated until a given period after the light has turned red, but in no case shall the delay exceed 0.3 seconds (three tenths of one second).
- 8.3.6. The CITY will reimburse CONTRACTOR for any damage done to detectors resulting from CITY-financed resurfacing projects. The CITY will use its best efforts to assist CONTRACTOR to identify and obtain compensation from any party who is responsible for damage to CONTRACTOR equipment, including but not limited to Units and the Unattended Housings.
- 8.3.7. During the term of this Agreement or any extension thereof, the CITY agrees that it cannot use the Unit, or allow the Unit's use by a third party, for studies without the prior, written permission of CONTRACTOR. In addition, CONTRACTOR will not process nor support any Notices for Violations not captured by CONTRACTOR equipment.
9. **Personnel.** The CONTRACTOR represents that it has or will secure at its own expense all personnel required to perform the services under this Agreement. All of

the services required under this Agreement will be performed by the CONTRACTOR or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. The CONTRACTOR reserves the right to determine the assignment of its own employees to the performance of the CONTRACTOR's services under this Agreement, but the CITY reserves the right, for good cause, to require the CONTRACTOR to exclude any employee from performing services on the CITY's premises.

9.1. The CONTRACTOR shall be solely responsible for the satisfactory work performance of all employees as described in "Exhibit A" or any reasonable performance standard established by the CITY and mutually agreed to by CONTRACTOR. The CONTRACTOR shall be solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the CITY, the CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The CONTRACTOR shall hold the CITY harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The CITY shall have the right to demand removal from the project, for a reasonable cause, of any personnel furnished by the CONTRACTOR. The CITY must be notified of new hires or reassignments of project personnel.

9.2. CONTRACTOR must notify CITY in writing of all changes in management and project supervisory personnel related to this project.

10. **Living Wage Ordinance.** The CONTRACTOR shall abide by the provisions of the West Hollywood Living Wage Ordinance. During the term of this Agreement, the CONTRACTOR shall keep on file sufficient evidence of its employee compensation to enable verification of compliance with the West Hollywood Living Wage Ordinance. These records shall be made available at the request of the CITY, with reasonable notice, during regular business hours, and shall be retained by the CONTRACTOR for a period of three years after the expiration of this Agreement.

11. TERMINATION.

11.1. **Termination for Convenience.** Either party may terminate this Agreement without cause and in its sole discretion at any time by giving the other party thirty (30) days' written notice of such termination. In the event of such termination, the CONTRACTOR shall cease services as of the date of termination and shall be compensated for services performed to the CITY's satisfaction up to the date of termination.

11.1.1. In the event the CITY terminates this Agreement for convenience pursuant to this paragraph 11.1, the CONTRACTOR shall be entitled to a cancellation fee determined in accordance with the following formula:

X = the number of months remaining in the contract term

Y = 24 months of the contract term

X/Y = the pro rata percentage of remaining contract

Z = \$375,000 = the red light camera fixed installation costs

(X/Y) * Z = amount to be paid as cancellation fee

For example, if the contract proceeds through the tenth day of the sixth month, the pro-rata portion of the cancellation fee would be:

X = 17.67 months (24 months - 6.33 months transpired contract)

Y = 24 months

(X/Y) * Z = (17.67/24) * \$375,000

= 74% * \$375,000

Calculation of Fee = \$277,500

The CONTRACTOR is entitled to payment for valid citations issued at the time of termination, but which have not been paid at the time of termination.

11.2. Termination for Cause. All terms, provisions, and specifications of this Agreement are material and binding, and failure to perform any material portion of the work described herein shall be considered a breach of this Agreement. Should the Agreement be breached in any manner, the CITY may, at its option, terminate the Agreement not less than thirty (30) days after written notification is received by the CONTRACTOR to remedy the violation within the stated time or within any other time period agreed to by the parties. In the event of such termination, the CONTRACTOR shall be responsible for any reasonable additional costs incurred by the CITY in securing the services from another contractor.

- 11.3. In the event, if any court of last result shall rule (other than dicta) that red light camera results are inadmissible or otherwise contrary to law, the CITY may terminate this Agreement on fifteen (15) days written notice.
- 11.4. **Force Majeure.** Except for the obligation to pay amounts due and owing by the CITY, neither party shall be liable for any delay or failure of performance due to any reason or unforeseen circumstances beyond the affected party's reasonable control, including acts of God or public authorities, war and war measures (whether or not a formal declaration of war is in effect), civil unrest, fire, epidemics, delay in transportation, delivery or supply, or labor disputes. The obligations and rights of the excused party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- 11.5. Upon termination of this Agreement as herein provided, CONTRACTOR shall provide all reasonable assistance and use its reasonable efforts to deliver to the CITY in an orderly and expedient manner, all records prepared for or belonging to the CITY. Notwithstanding expiration of the Agreement, the CITY shall pay CONTRACTOR all amounts due and payable under Section 7 hereof.

12. INDEMNIFICATION.

- 12.1. The CONTRACTOR shall indemnify, defend, and hold harmless the CITY, and its officers, employees, and agents ("CITY indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from the CONTRACTOR's negligent or wrongful acts, errors, or omissions in the performance of the services under this Agreement. In the event the CITY indemnitees are made a party to any action, lawsuit, or other adversarial proceeding alleging negligent or wrongful conduct on the part of the CONTRACTOR:
- 12.1.1. The CONTRACTOR shall provide a defense to the CITY indemnitees or at the CITY's option reimburse the CITY indemnitees their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims; and
- 12.1.2. The CONTRACTOR shall promptly pay any final judgment or portion thereof rendered against the CITY indemnitees with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent or wrongful performance.
- 12.2. The City agrees to indemnify, defend and hold harmless CONTRACTOR and its officers, directors, shareholders, affiliates, employees and agents against any and all threatened or pending claims, actions, losses and damages of any kind

(including all costs and expenses and reasonable attorneys' fees) arising out of or in connection with the negligent or willful misconduct or intentional wrong of the City, its employees or agents.

- 12.3. Notwithstanding any other provision of this Agreement or otherwise, CONTRACTOR will not be liable under any section of this Agreement or under any contract, negligence, strict liability or other legal or equitable theory for any incidental, indirect, consequential, special or exemplary damages, lost revenues, lost profits, lost business relationships or cost of procurement of substitute goods, technology or service.
- 12.4. CITY shall not be responsible for any damage to persons or property of the use, misuse, or failure of any equipment used by the CONTRACTOR, or by any of its employees, and third parties even though such equipment may be licensed to the CITY by the CONTRACTOR.

13. INSURANCE REQUIREMENTS.

- 13.1. The CONTRACTOR shall provide certificates no later than 15 days after execution of this Agreement. The CONTRACTOR shall give CITY at least thirty (30) days written notice of any material change or cancellation of any policy of insurance required by this agreement. The CONTRACTOR, at the CONTRACTOR's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
- 13.1.1. **Workers' Compensation Coverage.** The CONTRACTOR shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California. In addition, the CONTRACTOR shall require any and every subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change.
- 13.1.2. **General Liability Coverage.** The CONTRACTOR shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this

Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

- 13.1.3. Automobile Liability Coverage.** The CONTRACTOR shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the CONTRACTOR's vehicles arising out of or in connection with the work to be performed under this Agreement, including coverage for CONTRACTOR's owned, hired, and non-owned vehicles driven by CONTRACTOR's employees, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence.
- 13.2. Endorsements.** Each general liability and automobile liability insurance policy shall be issued by insurers possessing a Best's rating of no less than A-: VII and shall be endorsed with the specific language of Section 13.2.1 below.
- 13.2.1.** "The CITY, its elected or appointed officers, officials, and employees, are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONTRACTOR, including materials, parts, or equipment furnished in connection with such work or operations."
- 13.2.2.** This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, and employees. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
- 13.2.3.** This insurance shall act for each insured and additional insured as though a separate policy had been written for each, however, the insurance shall provide no additional limits of liability.
- 13.2.4.** The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.
- 13.2.5.** Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its elected or appointed officers, officials, and employees.
- 13.2.6.** The insurance provided by this policy shall not canceled, nonrenewed, or materially changed in coverage or in limits required by this agreement except after thirty (30) days' written notice has been received by the CITY.
- 13.3. Deductibles and Self-Insured Retentions.** Any deductibles or self insured retentions must be declared to the City. The deductibles in effect as of the execution date of this agreement for the above described insurance are determined to be acceptable by the City.

13.4. **Certificates of Insurance.** The CONTRACTOR shall provide certificates of insurance with Standard Acord Forms to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY no later than fifteen days after execution of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.

13.5. **Failure to Procure Insurance.** Failure on the part of the CONTRACTOR to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11.2 above, or at CITY'S discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by CITY shall be repaid by the CONTRACTOR to CITY upon demand.

14. **ASSIGNMENT AND SUBCONTRACTING.** The parties recognize that a substantial inducement to the CITY for entering into this Agreement is the professional reputation, experience, and competence of the CONTRACTOR. Assignments of any or all rights, duties, or obligations of the CONTRACTOR under this Agreement will be permitted only with the express consent of the CITY. The CONTRACTOR shall not subcontract any portion of the work to be performed under this Agreement without the written authorization of the CITY. If the CITY consents to such subcontract, the CONTRACTOR shall be fully responsible to the CITY for all acts or omissions of the subcontractor. Nothing in this Agreement shall create any contractual relationship between the CITY and subcontractor nor shall it create any obligation on the part of the CITY to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

14.1. During the term of this Agreement or any extension thereof, CONTRACTOR shall be the sole and exclusive provider to CITY of services as defined in Section 2 and "Exhibit A" (Scope of Services) hereof.

15. **COMPLIANCE WITH LAWS, CODES, ORDINANCES, AND REGULATIONS.** The CONTRACTOR shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

15.1. **Taxes.** The CONTRACTOR agrees to pay all required taxes on amounts paid to the CONTRACTOR under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. In the event that the CITY is audited by any Federal or State agency regarding the independent contractor status of the

CONTRACTOR and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between the CITY and the CONTRACTOR, then the CONTRACTOR agrees to reimburse the CITY for all costs, including accounting and attorneys' fees, arising out of such audit and any appeals relating thereto.

15.2. Workers' Compensation Law. The CONTRACTOR shall fully comply with the workers' compensation law regarding the CONTRACTOR and the CONTRACTOR's employees. The CONTRACTOR further agrees to indemnify and hold the CITY harmless from any failure of the CONTRACTOR to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any compensation due to the CONTRACTOR under this Agreement any amount due to the CITY from the CONTRACTOR as a result of the CONTRACTOR's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section.

15.3. Licenses. The CONTRACTOR represents and warrants to the CITY that it has all licenses, permits, qualifications, insurance, and approvals of whatsoever nature which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR represents and warrants to the CITY that the CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance, and approvals which are legally required of the CONTRACTOR to practice its profession. The CONTRACTOR shall maintain a CITY of West Hollywood business license, if required under CITY ordinance.

16. CONFLICT OF INTEREST. The CONTRACTOR confirms that it has no financial, contractual, or other interest or obligation that conflicts with or is harmful to performance of its obligations under this Agreement. The CONTRACTOR shall not during the term of this Agreement knowingly obtain such an interest or incur such an obligation, nor shall it employ or subcontract with any person for performance of this Agreement who has such incompatible interest or obligation.

16.1. The CONTRACTOR, its agents and employees shall comply with all applicable Federal, State, and local laws and regulations governing conflict of interest. To this end, the CONTRACTOR shall make available to its agents and employees copies of all applicable Federal, State, and local laws and regulations governing conflict of interest. CONTRACTOR shall furnish to the CITY, prior to the execution of this Agreement, a written list of all current or proposed subgrantees/subcontractors, vendors, or personal service providers, including subsidiaries of the CONTRACTOR, which shall receive ten thousand dollars (\$10,000.00) or more from this Agreement. Such a list shall include the names,

addresses, telephone numbers, and identification of principal party(ies) and a description of services to be provided. During the term of this Agreement, CONTRACTOR shall notify the CITY in writing of any change in the list of subgrantees/subcontractors, vendors, personnel service providers, or subsidiaries of the CONTRACTOR within fifteen (15) days of any change.

17. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. The CONTRACTOR represents and agrees that it does not and will not discriminate against any employee or applicant for employment because of race, religion, color, medical condition, sex, sexual orientation and/or gender identity, national origin, political affiliation or opinion, or pregnancy or pregnancy-related condition.

17.1. CONTRACTOR shall not discriminate in the hiring of employees, employment of subcontractors, or the provision of service on the basis of sexual orientation and shall in all respects comply with the provisions of Article IV, Chapter 2 of the West Hollywood Municipal Code.

17.2. CONTRACTOR shall not discriminate in the hiring of employees, employment of subcontractors, or the provision of service on the basis of AIDS or AIDS Related Condition (ARC) and shall in all respects comply with the provisions of Article IV, Chapter 2, Part E, Section 4270 et. sec. of the West Hollywood Municipal Code.

18. RESTRICTIONS.

18.1. **Arab League Boycott of Israel.** The CONTRACTOR hereby affirms it does not honor the Arab League Boycott of Israel.

18.2. **Republic of Myanmar Restrictions.** The CONTRACTOR, or any subsidiary substantially owned by the CONTRACTOR, represents that it does not do business with or in the Republic of Myanmar. The CONTRACTOR shall disclose to the CITY any business dealings with or in the Republic of Myanmar and shall provide a description detailing the nature and extents of such business.

19. RECORDS AND AUDITS. The CONTRACTOR shall maintain accounts and records, including personnel, property, performance and financial records, adequate to identify and account for all costs directly related to this Agreement and such other records as may be deemed necessary by the CITY or any authorized representative, and will be retained for three years after the expiration of this Agreement. All such

records shall be made available for inspection or audit by the CITY upon reasonable during regular business hours.

- 19.1. CONTRACTOR agrees to prepare and submit financial, program progress, monitoring, evaluation, and other reports as required by CITY or by state law authorizing the use of automated enforcement systems. CONTRACTOR shall maintain and permit on-site inspections of such property, personnel, financial, and other records and accounts as are considered necessary by the CITY to assure proper accounting for all Agreement funds. Subject to the CITY's obligations under the Public Records Act, proprietary and technical information shall be deemed confidential as described in Section 2.2.
- 19.2. **Monthly Management Reports.** CONTRACTOR shall submit to the CITY Monthly Management Program Reports described by "Exhibit A" (Scope of Services).
- 19.3. CONTRACTOR shall ensure that its employees and board members furnish such information, which in the judgment of CITY representatives, may be relevant to a question of compliance with contractual conditions with CITY of granting agency directives, or with the effectiveness, legality, and achievements of the program.
- 19.4. Expenditures made by the CONTRACTOR in the operation of this Agreement shall be in strict compliance and conformity with the Budget set forth in "Exhibit B" (Budget Justification) to this Agreement, unless prior written approval for an exception is obtained from the CONTRACTOR or her/his designee.
- 19.5. **Monitoring and Evaluation.** To ensure proper performance of this Agreement and that the enforcement program are conducted for the CITY. The CITY will monitor, evaluate, and provide guidance to the CONTRACTOR in the performance of this Agreement. Authorized representatives of the CITY shall have the right of access to all activities and facilities operated by the CONTRACTOR under this Agreement. Facilities include all files, records, and other documents related to the performance of this Agreement. Activities include attendance at Staff, Board of Directors, Advisory Committee and Advisory Board meetings, and observation of ongoing program functions. The CONTRACTOR will insure the cooperation of its staff and board members in such efforts. The CITY PROJECT MANAGER or her/his designee will conduct periodic program progress reviews.
- 19.6. **Ownership Of Documents.** It is understood and agreed that the CITY shall own all documents and other work product of the CONTRACTOR, except the CONTRACTOR's notes and workpapers, which pertain to the work performed under this Agreement. The CITY shall have the sole right to use such materials

in its discretion and without further compensation to the CONTRACTOR, but any re-use of such documents by the CITY on any other project without prior written consent of the CONTRACTOR shall be at the sole risk of the CITY. The CONTRACTOR shall at its sole expense provide all such documents to the CITY upon request.

20. **RELIGIOUS AND POLITICAL ACTIVITIES.** CONTRACTOR agrees that funds under this Agreement will be used exclusively for performance of the work required under this Agreement, and that no funds made available under this Agreement shall be used to promote religious or political activities. Further, CONTRACTOR agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Agreement.
21. **INDEPENDENT CONTRACTOR.** The CONTRACTOR is and shall at all times remain as to the CITY a wholly independent CONTRACTOR. Neither the CITY nor any of its agents shall have control over the conduct of the CONTRACTOR or any of the CONTRACTOR's employees or agents, except as herein set forth. The CONTRACTOR shall not at any time or in any manner represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONTRACTOR shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent.
22. **NOTICE.** All Notices permitted or required under this Agreement shall be in writing, and shall be deemed made when delivered to the applicable party's representative as provided in this Agreement. Additionally, such notices may be given to the respective parties at the following addresses, or at such other addresses as the parties may provide in writing for this purpose.

Such notices shall be deemed made when personally delivered or when mailed forty-eight (48) hours after deposit in the U.S. mail, first-class postage prepaid, and addressed to the party at its applicable address.

Department of Transportation & Public Works
CITY OF WEST HOLLYWOOD
8300 Santa Monica Boulevard
West Hollywood, CA 90069-4314
Attention: Joyce Rooney

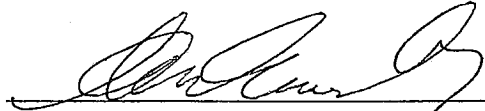
CONTRACTOR:
Lockheed Martin IMS
Western Regional Headquarters
606 S. Olive St., 23rd Floor
Los Angeles, CA 90014
Attention: Regional Vice President

23. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of California.
24. **ENTIRE AGREEMENT: MODIFICATION.** This Agreement supersedes any and all other agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein. Any agreement, statement, or promise not contained in the Agreement, and any modification to the Agreement, will be effective only if signed by both parties.
25. **ATTORNEYS' FEES.** In any action brought to declare the rights granted herein or to enforce any of the terms of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees in an amount determined by the court.
26. **WAIVER.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this agreement. Payment of any invoice by the CITY shall not constitute a waiver of the CITY's right to obtain correction or replacement of any defective or noncompliant work product.
27. **EXECUTION.** This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.
28. **AUTHORITY TO ENTER AGREEMENT.** The CONTRACTOR has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party.

CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
AUTOMATED TRAFFIC SIGNAL ENFORCEMENT
West Hollywood City Council Approval: March 15, 1999

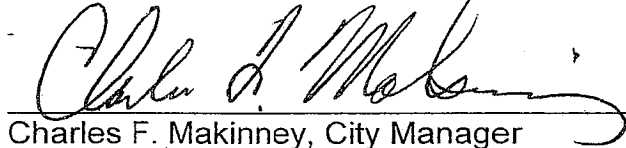
IN WITNESS WHEREOF, the parties have executed this Agreement the 23rd day of April, 1999.

LOCKHEED MARTIN IMS:



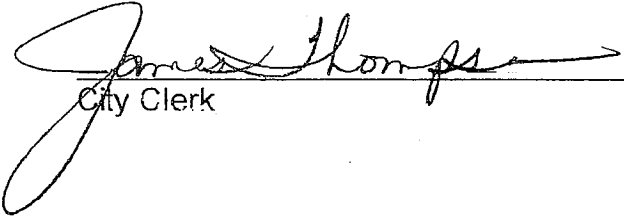
Ann Muenster-Nuiry, Vice President

CITY OF WEST HOLLYWOOD:



Charles F. Makinney, City Manager

ATTEST:



City Clerk

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

SCOPE OF SERVICES

Exhibit A

- 1) **SCOPE OF SERVICES.** CONTRACTOR shall provide the CITY with the services as described in the CONTRACTOR's January 20, 1999 Proposal to the CITY, including the following:
 - a) A computerized traffic citation program for the CITY, including printed forms, mailing of forms, mailing and postage costs, and such other miscellaneous costs and expenses as may be reasonably necessary to issue a Citation and deliver it by U.S. mail.
 - b) CONTRACTOR shall provide consultation to the CITY on their program, the selected intersections and other optional intersections and any other advisement that the CITY may need regarding this program.
 - c) CONTRACTOR shall abide by the Implementation Plan and Schedule, mutually agreed to the CITY and the CONTRACTOR, as follows:
 - i) April 1999: Public information campaign initiated, staff training, warning sign installation, and construction and installation of detectors, and camera poles at locations, coordination of implementation with Beverly Hills Court Administrator.
 - ii) May 1999: Four Cameras activated at Fountain Ave/Crescent Heights; 30-day warning citations issued.
 - iii) June 1999: Four Cameras activated at Sunset Blvd/La Cienega and Fountain Ave./Fairfax Avenue. Citations are valid. Installation of all housing units completed.
 - iv) July 1999: Remaining construction completed and all cameras activated and rotation commences:
 - (1) Fountain Ave/La Brea
 - (2) La Cienega Blvd./Melrose Ave.
 - (3) Beverly Blvd/Robertson Ave
 - d) CONTRACTOR shall produce wet film photos. At such time that digital photos are accepted by the City of Beverly Hills Municipal Court, the CITY and CONTRACTOR shall explore the use of digital technology upon mutual consent.
 - e) CONTRACTOR shall provide for the construction and the installation of the necessary equipment. CONTRACTOR will provide an automated traffic signal enforcement signal which includes, but is not limited to enforcement equipment (cameras, poles, camera housing units, conduits if needed, loop detectors, wiring), complete installation, camera rotation and film removal, film processing,

citation processing and maintenance. All enforcement equipment provided will remain the property of the CONTRACTOR with the exception of the loops and wires. The Unattended Housings will be installed at four to six intersections mutually agreed to by the CITY and CONTRACTOR. A change in the intersections or the number of Units or Unattended Housings will be in accordance with Section 2.1 of the Agreement, by mutual agreement of the parties. The CITY shall not levy any permit fees for such construction and installation.

- f) CONTRACTOR shall maintain the entire CONTRACTOR System, including but not limited to enforcement equipment (i.e. cameras, poles, camera housing units, unattended housings, conduits if needed, loops, detectors, wiring, one computer workstation) CONTRACTOR personnel shall service the Units during normal business hours three days per week or more frequently on an as needed basis. Servicing shall include, as needed, changing the recording image and data media (e.g., film), rotating the Units according to a schedule established by the CITY and ensuring that the unit is operable and unmarred by significant graffiti. Maintenance and rotation logs shall be maintained and made available to the CITY at the CITY's request. Any problems will be recorded and remedied within seventy-two (72) hours at the CONTRACTOR's expense.
- g) CONTRACTOR shall make available once during the initial warning period its standard two day training program with respect to operation of the Unit for up to fifteen (15) persons who are designated to issue Citations resulting from operation of the Unit by the CITY. If the CITY requests additional courses, CONTRACTOR will provide these on a fully cost reimbursable basis (as determined by CONTRACTOR according to generally accepted accounting principles).
- h) Expert witnesses reasonably necessary to testify regarding the accuracy and technical operation of the CONTRACTOR System for contested Citations. In addition, the CONTRACTOR shall supply the Court with a statement of technology for use at the informal hearings.
- i) Reports of the results of operation of the CONTRACTOR System as may be required herein.
- j) CONTRACTOR shall access directly the driver license information and the registered owner residence address from the California Department of Motor Vehicle (DMV).
- k) The Notice to appear must be postmarked within ten days of the alleged violation. The Notice to Appear must be on forms approved by the Judicial Council.

- l) CONTRACTOR shall work closely with the Sheriff's Department and Municipal Court in the issuance of violations. CONTRACTOR shall submit information needed to issue violation notices to the Sheriff's Department. All citations must be approved and signed by the Sheriff's Department. CONTRACTOR shall supply training for CITY and Sheriff staff that will be involved in the project.
- m) The certificate of mailing, required by CVC 40518, must be a certification issued by the Post Office. Copy of the certificate must be provided to the Court. The CONTRACTOR must provide the Court with true and correct copies of the Notices to Appear.
- n) CONTRACTOR shall maintain records on a database of all citations issued and such records shall be made available to the CITY upon request.
- o) CONTRACTOR shall submit to the CITY a Monthly Report on project results within thirty (30) days of the end of each calendar month. CONTRACTOR must maintain monthly management reports for a period of five (5) years. The data collection includes, but is not limited to, tracking the following relevant information for each violation recorded by the photo enforcement system. The report shall include the following mandatory items:
 - i) Number of violations recorded
 - ii) Number of non-issued violations
 - iii) Breakdown of reasons for non-issuance
 - iv) Number of citations issued
 - v) Court hearings scheduled and held
 - vi) Disposition of court hearings
 - vii) Number of calls for information
 - viii) Camera equipment hours of service, hours lost, and film run outs
 - ix) Location and description of camera malfunctions
 - x) Average number of days to repair and the days lost to malfunction
 - xi) Number of photograph viewing appointments scheduled
- p) Other reports and Ad Hoc reports are not part of this Agreement and the preparation and delivery of such reports may result in additional fees.
- q) Number of image viewing appointments scheduled and held
- r) The CONTRACTOR shall maintain a database with the following information per violation:
 - i) Location, date and time
 - ii) Number of seconds of red traffic signal
 - iii) Type of violation (such as right, left turn, or straight through)
 - iv) Vehicle speed

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- v) Vehicle description including license plate state and number
 - vi) California Vehicle Code section violated
 - vii) Citation prepared or reason for not preparing citation
 - viii) Registered vehicle owner's name and address, driver's license number and related information required to prepare citations where violation is made by driver other than registered owner
 - ix) Status of citation (outstanding, cancelled, reissued, paid, bail forfeited, warrants issued, etc.)
- s) CONTRACTOR will be available to the public via telephone, Monday through Friday, from 9 a.m. to 5 p.m. CONTRACTOR will schedule image-viewing appointments for the Sheriff's Department via the toll-free telephone number.
- t) Warning notices shall be issued instead of Citations for the first 30 days of the program.
- u) CONTRACTOR Program representative(s) will meet with the Department of Transportation and Public Works and other representatives, as determined by the CITY, on a weekly basis during program implementation and on a monthly basis once the program is fully operational. Authorized representatives of the CITY shall have the right of access, upon reasonable notification, to all activities and facilities operated by the CONTRACTOR under this agreement. Activities include attendance at Program Progress review meetings, and observation of ongoing program functions. The CONTRACTOR will insure the cooperation of its staff members in such efforts.
- v) CONTRACTOR shall assist CITY with a Public Awareness Program, as described in the CONTRACTOR's proposal, including the following:
- i) Supercard mailing to each West Hollywood household
 - ii) Assistance with CITY production of a PSA
 - iii) Assistance with development of a Quarterly Community Newsletter focused on safety
 - iv) Coordination of a media event to launch the community education program
 - v) Training for a CITY staffed Speaker's Bureau
 - vi) The production of signs for installation by CITY at major entrances to the City
 - vii) Warning notices for the first 30 days of the program

CITY OF WEST HOLLYWOOD

AGREEMENT FOR SERVICES

Exhibit B

Budget Forms

BUDGET JUSTIFICATION

FORM II

*** THIS FORM II SHOULD ONLY BE READ IN CONJUNCTION WITH THE NOTES
Option 1: WHICH FOLLOW THE FORM, AND WHICH ARE AN INTEGRAL
PART OF OUR PRICE SUBMISSION.

Calculate cost for the automated traffic signal enforcement system with separate costs for
enforcement and operation of system (broken down by fixed and variable costs)

Operation of System (four (4) intersections)

Fixed costs

\$65,992.00 per month x 24 months = \$1,583,808

Variable costs

\$ 35.00 per citation paid x 24 months = \$1,344,000
x citations/month*

Includes fixed and variable costs for the operation of system including, but is not limited to:

Fixed operating costs – enforcement equipment, monthly reports, and computer workstations.

Variable operating costs – film removal and processing, citation processing, camera rotation all maintenance, and expert witness testimony.

Capital Cost Amortization:

\$ 0.00 per month for two (2) year contract x 24 months = 0

\$ 0.00 per month for one (1) additional year x 12 months = 0

Amortization of equipment (including, but is not limited to, cameras, poles, camera housing units, conduits if needed, loop detectors, wiring, etc.,) and complete installation for all intersections.

Option 2:

Calculate cost for the automated traffic signal enforcement system with a fee per citation paid basis.

*** Implementation Fee (due upon completion of installation) =

Automated traffic signal enforcement System (four (4) intersections): \$375,000.00

\$ 97.00 per citation paid x 24 months x citations/month* = \$3,724,800

Provide price per citation for complete system including but is not limited to enforcement equipment (i.e. cameras, poles, camera housing units, conduits if needed, loop detectors, and wiring), complete installation, camera rotation, and film processing, monthly reports, expert witness testimony, and all maintenance.

* Citations/month are assumed to be 200 citations paid/month per camera
This is only an estimate for comparison purposes.

Notes to Form II: Budget Justification

	Price	Estimated # of cites per month per camera*	# of Cameras	Months	Extended Price
Option 1					
Fixed Costs	65,992.00	N/A	N/A	24	1,583,808
Variable Costs	35.00	200	8	24	1,344,000
					<u>2,927,808</u>
Option 2					
Implementation Fee	375,000.00	N/A	N/A	N/A	375,000
Variable Costs	97.00	200	8	24	3,724,800
					<u>4,099,800</u>

* Please note that this is only a best estimate based on the experience of other Southern California programs, and will vary based on actual deployment practices.

These notes form an integral part of our submitted Form II and should be considered a part of our pricing proposal.

1. Our price proposal (under either option) is based on the following terms and conditions:
 - a. State and local taxes, if any, are excluded.
 - b. Pricing is based upon the RFP as responded to within the totality of this Proposal.
 - c. Pricing is based upon a project schedule included in this proposal whereby enforcement (citation issuance) begins 90 days from contract award and execution (contract term to begin upon citation issuance - see #1d below).
 - d. The desired 24 months contract term begins upon the first day of issuance of citations, after the legally mandated one month warning notice period has been completed.
 - e. Pricing is based upon the four intersections selected by the City, including the current traffic signal operations in effect at the time of this proposal. In the event that changes are made to an intersection's signal operation, we would request mutual consideration between the City and Lockheed Martin IMS program managers of the changes and their impact on the Automated Traffic Signal Enforcement Program, and the associated contract pricing.
 - f. The City may elect to offer a "grace period" or delay to violators at the start of the red signal phase, such that the camera will not be activated until a given period (in tenths of a second) after the light has turned red. Our pricing is based upon a maximum delay of 0.3 seconds

(three tenths of a second); our recommended delay is 0.1 seconds (one tenth of second) to assure the maximum safety impact.

- g. Required signage (assumed placement at major entrances to the City rather than at the intersections) will be supplied by Lockheed Martin IMS for installation by the City at major entrances to the City (notably the four City entrances on La Cienega Boulevard, the two City entrances on each of Santa Monica Boulevard, Sunset Boulevard, Fairfax Avenue, Melrose Avenue, Beverly Boulevard, Doheny Drive, La Brea Avenue, and Crescent Heights Boulevard, and the one City entrance on each of San Vicente Boulevard, Robertson Boulevard and Fountain Avenue) using the CalTrans approved standard signage.
 - h. There would be a CPI-based price adjustment on any renewals after the initial 24 months term of the contract.
 - i. All invoices are payable net 30.
2. If the City were to elect to consider awarding a longer contract (36 to 60 months in length), Lockheed Martin IMS would be pleased to negotiate a reduced fee under either Option 1 or Option 2 to pass along cost savings back to the City.
 3. Please note that our assumed rate of 8 Red Light Cameras, and 200 paid citations per month per camera is only an assumption based on our experience with other Southern California programs, and may vary based on actual deployment considerations. These volumes are assumed not to be guaranteed by either party.
 4. Our proposed price for Option 1 places all fixed costs within the Fixed Costs section, and therefore leaves the Capital Cost Amortization section blank.
 5. Please note that our proposed price for Option 2 includes an implementation fee in addition to the per citation paid fee.

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CITY OF WEST HOLLYWOOD
AGREEMENT FOR SERVICES
AUTOMATED TRAFFIC SIGNAL ENFORCEMENT
West Hollywood City Council Approval: March 15, 1999

To: Eric Millsap
From: Patrick Reilly
Date: February 4, 1999
Re: Options

As follow up to our discussions of February 3, 1999, the following is a summary of the cost of the various options referenced in our Automated Traffic Signal Enforcement Proposal of January 20, 1999.

- Telephone, Correspondence and Customer Service, including the Automated Voice Response and Pay-by-Phone Systems (as described on pages 8 - 31 to 8 - 40): this option is available to the City of West Hollywood at an additional \$3 per paid citation. This per paid citation price does not include pay by phone processing fees paid to banks.
- Customer Service Centers (as described on pages 8- 40 through 8 - 59): this option is available to the City of West Hollywood at a fixed monthly cost of \$1914 per month, if in operation for the term of the contract.
- Lockbox Service (as described on pages 8 - 13 through 8 - 31): the per paid citation cost for lockbox services is an additional \$3 per paid citation.
- Public Surveys: for two photo enforcement related telephone surveys (as described on page 8-9) with a sample of 400, the total cost to the City would be \$9800. I apologize that I verbally noted a different cost, but this reflects the cost of providing the surveys.
- Citeweb access by a Sheriff's Deputy at second workstation can be provided at no additional cost. This offer is contingent upon use of a City provided workstation, with Microsoft Explorer 4.0. Please provide a description of the computer workstation that you have in mind to either Julie Dixon or me.
- Cost for the Court's version of Citeweb cannot be provided as of this writing. Court Citeweb access may require specific software development to meet the court's requirements. I understand that the Court is most interested in exploring the matter and I will do so. Once we have a better handle on the technical requirements I will apprise you of our findings.

Please feel free to contact me with further questions.

cc. Ann Muenster-Nuiry, Alan Viterbi, Steve Bram, Julie Dixon

Exhibit C
BID PROPOSAL

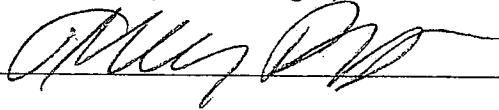
CITY COUNCIL
NEW BUSINESS

OCTOBER 5, 1998

SUBJECT: REQUEST FOR PROPOSALS FOR AUTOMATED TRAFFIC SIGNAL
ENFORCEMENT

INITIATED BY: TRANSPORTATION & TRANSIT DIVISION
(Lucy Dyke, Manager)

APPROVED



10/05/98

STATEMENT OF THE SUBJECT:

The City Council will consider issuing a Request for Proposal for automated traffic signal enforcement.

RECOMMENDATION:

Direct staff to issue a Request for Proposals for automated signal enforcement equipment and ticket processing services to the City.

BACKGROUND:

The Transportation Commission and the Public Safety Commission have endorsed the concept of initiating a program in automated traffic signal enforcement. The proposed program would include photographing motorists who enter selected intersections after the traffic signals have turned red. It is intended to improve traffic safety by increasing compliance with traffic regulations.

The City Council is being asked to endorse the concept of automated traffic signal enforcement and implement an initial program possibly including the intersections of Fountain/Fairfax, Fountain/Crescent Heights, La Cienega/Melrose or La Cienega/Sunset. Staff is recommending that Request For Proposals be issued to firms which could supply the equipment and ticket processing services on a contract basis.

ANALYSIS:

Most accidents at signalized intersections occur because drivers are not obeying traffic laws. Generally, drivers follow traffic regulations because they recognize the importance of the rules for their own safety and the safety of others, and because they fear consequences of non-compliance including traffic tickets and related fines and penalties.

Currently, there are too many accidents at signalized intersections in West Hollywood. Staff reviewed the safety record of all signalized intersections and identified those with

AGENDA ITEM 5.A.

the greatest number of right-of way accidents for further study. Staff developed a data sheet on the number of peak and off-peak violations, as well as the number of accidents at each of the six worst intersections not on Santa Monica Boulevard (which is still a State Highway). As a result, the recommendation is being made to install enforcement equipment at three intersections: Sunset/La Cienega, Fountain/Crescent Heights and Melrose/La Cienega. Motorists appear to be misjudging the risk of injury to themselves and others, and taking actions which result in serious accidents. These intersections currently experience from 600-860 red light violations per intersection every day. The number of accidents in the last year at these intersections ranged from 34 at Melrose/La Cienega to 48 at Sunset/La Cienega.

Increasing the level of enforcement at these locations will likely improve compliance rates and reduce accidents. Under our current enforcement program, the sheriff's department makes an effort to enforce the regulations, but resources for traffic enforcement are limited by the need for other types of law enforcement. The sheriff's ability to enforce red light violations is also limited by the difficulty of apprehending motorists after they make a violation.

In response to these challenges, technology has been developed which automatically photographs motorists as they enter the intersection during a red signal phase. The information can be sent to a processing company which generates information to justify the issuance of a traffic ticket, and the ticket can be issued by mail. This technology is already in use in California and in other states. It has withstood court challenges, and is expressly authorized for use in the California Vehicle Code.

In most locations where the technology is deployed violation rates are significantly reduced in a period of several years. At some locations, including nearby Wilshire and La Cienega, the violation rate is more robust, despite the issuance of large numbers of tickets. This phenomenon is attributed to a large number of people who may pass through the intersection only occasionally.

It is possible to deploy housings for the cameras at several locations and then rotate the actual camera locations in order to increase the area covered by the technology. Staff has identified several locations, including Fountain Avenue and Crescent Heights Boulevard, Fountain Avenue and Fairfax Sunset Boulevard and La Cienega Boulevard and Melrose and La Cienega Boulevard, as intersections where red light violations are contributing to a high accident rate and this technology could improve overall safety.

The technology is most effective in addressing the incidence of right-angle collisions that result from motorists entering or speeding through the intersection when the light has turned yellow or red. A potential negative consequence of the use of this equipment is that motorists may stop more suddenly for lights, increasing the number of rear-end collisions where the equipment is deployed. Another potential negative impact is that motorists could be more eager to make left-turns for fear of being stuck in the intersection at the start of a red phase, and might make more risky left-turns. To mitigate this

potential staff is recommending an education campaign. If necessary, this problem could also be addressed by implementing protected, only-left-turn phasing.

Successful program implementation will require use of a reliable and proven technology as well as effective administration, including ticket processing and effective enforcement support. The California courts have ruled that photo enforcement using standard film and signals is not an experimental technology and may be used as evidence of violations.

The program will require a dedicated sheriff deputy at a cost of \$163,000 annually. Fine revenues are projected to offset this cost, as well as the cost of the equipment and ticket processing. More detailed financial projections will be prepared pursuant to the review and recommendation of a proposal from a particular vendor.

Staff is recommending that firms be required to have at least two years' experience operating equipment for automated signal enforcement and processing tickets through the court system. The proposals from these firms will be ranked on the basis of the cost and reliability of the equipment, record of effectiveness upholding tickets through the California Court system, demonstrated experience and expertise in administration of ticket processing, cost of ticket processing, and experience and qualifications of proposed project manager.

Staff is particularly interested in testing this equipment prior to reconstruction of Santa Monica Boulevard. Santa Monica has generally higher accident rates than other arterials in the City, and might benefit from an enforcement program of this sort. Currently the State Highway Department has indicated that it is unwilling to implement this type of technology.

OFFICE OF PRIMARY RESPONSIBILITY:

Transportation and Transit Division

FISCAL IMPACT:

There is no fiscal impact from issuing the Request for Proposals. The program itself is expected to require additional appropriation for equipment and ticket processing as well as a sheriff deputy for issuing tickets, but it is expected to generate fine revenues which will, at a minimum, offset these costs.