

# CITY OF CITRUS HEIGHTS

## Memorandum

**DATE:** November 8, 2012

**TO:** Mayor and City Council Members  
Henry Tingle, City Manager

**FROM:** Gina L. Anderson, Police Lieutenant

**VIA:** Christopher W. Boyd, Chief of Police

**SUBJECT:** Red Light Camera Enforcement Project – Authorization to Extend Agreement with Redflex Traffic System, Inc

Approved and Forwarded to City Council

Stephani Daniell Fin.

APPROVED Atty.

APPROVED

Henry Tingle, City Manager

### Summary and Recommendation

In July 2007, Staff recommended approving a resolution which authorized the City Manager to execute an agreement with Redflex Traffic Systems, Inc. to equip the City with support services, licenses, application and citation equipment related to digital photo and video red light enforcement system for up to 21 approaches throughout the City.

The Citrus Heights Police Department implemented the Red Light Photo Enforcement Program in 2008. Currently, there are six operational cameras capturing approaches at five intersections within the City. Citrus Heights statistics indicate since the photo enforcement program began collisions at the monitored intersections have decreased significantly. The average collision reduction of all five intersections is 41%.

Staff recommends approving the attached resolution, authorizing the City Manager to extend the agreement with Redflex Traffic Systems, Inc. in order to continue to equip the City with support services, licenses, application and citation equipment related to digital photo and video red light enforcement for the existing intersections and up to twenty-one approaches throughout the City.

### Fiscal Impact

By contract, the Fiscal Impact of Red Light Camera Enforcement will be neutral and requires no upfront funding for the installation of the cameras. The contract calls for \$5,500 per month for existing approaches and \$6,350 per month for new approaches paid to Redflex. This covers equipment installation, maintenance and the processing of the photo/motion picture and video.

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Language included in the proposed contract entitles the City to recover the first \$8,500 per month from gross cash received to be applied to operational costs which include the personnel costs to administer the program. Program administration consists of evaluation of photos and video to determine violations, attend court proceedings, system audits and training.

The total net revenue to the City for the previous four fiscal years was \$255,856.

### **Background and Analysis**

A 2006 report from the National Highway Traffic Safety Administration (NHTSA) reports that in 2005, nearly 9,200 people died and approximately one million people were injured in intersection-related crashes. The report also stated that approximately 40 – 45 percent of all crashes occur at intersection-related crashes. Further, 2005 data from NHTSA's Fatality Analysis Reporting System, indicated crashes caused by red light running (RLR) resulted in an estimated 805 fatalities, nation-wide.

The City Council paid close attention to this problem when they adopted the Intersection Safety Improvement Prioritization Program Report in 2007. During field studies for the Intersection Safety Program, drivers were observed not stopping for the yellow and running the red phases of traffic signals throughout Citrus Heights. This driving behavior can lead to angle crashes, which are typically more severe than other crash types. The Intersection Safety Improvement Prioritization Program Report included a recommendation to add Red Light Camera Enforcement to certain intersections throughout the City.

As a result, in July 2007, Staff recommended and Council approved a resolution which authorized the City Manager to execute an agreement with Redflex Traffic Systems, Inc. to equip the City with support services, licenses, application and citation equipment related to a digital photo and video red light enforcement system for up to 21 approaches throughout the City.

Redflex conducted pre-contract video surveys to help determine the feasibility of implementing the program at specific intersection approaches. Several intersections were studied to determine the level of red light violations. In 2008, the Citrus Heights Police Department implemented the Red Light Photo Enforcement Program at the following intersections.

- Greenback Lane & San Juan Avenue
- Antelope Road & Auburn Boulevard
- Antelope Road & Garden Gate Drive
- Oak Avenue & Sunrise Boulevard
- Greenback Lane & Fountain Square

The Red Light Photo Enforcement Program has been in effect since June 2008 and collision statistics at these intersections show a significant decrease in collisions compared to the five year term preceding implementation of the program.

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**Pre and Post Red Light Enforcement Collision Comparison by Intersection**

	<u>2003 – 1/2008</u>	<u>1/2008 – 2012</u>
Greenback Lane & San Juan Avenue	128	75
Antelope Road & Auburn Boulevard	82	46
Antelope Road & Garden Gate Drive	64	39
Oak Avenue & Sunrise Boulevard	70	31
Greenback Lane & Fountain Square	38	30

In preparation for recent negotiations, Redflex conducted video surveys to help determine the feasibility of adding additional intersection approaches to the Citrus Heights Red Light Photo Enforcement Program. Several intersections were studied to determine the number of red light violations. The two studied intersections which produced the most red light violations are Greenback Lane at Auburn Boulevard and Sunrise Boulevard at Greenback Lane. Between January 2008 and October 2012, there were 105 collisions at the intersection of Greenback Lane at Auburn Boulevard and 95 collisions at the intersection of Sunrise Boulevard and Greenback Lane.

If photo red light enforcement is implemented at the two new locations, staff anticipates a significant decrease in collisions at these two new locations.

**Conclusion**

Staff recommends approving the attached resolution, authorizing the City Manager to extend the agreement with Redflex Traffic Systems, Inc. for three years in order to continue to support existing intersections and equip the City with support services, license, application and citation equipment related to digital photo red light enforcement system for up to 21 approaches throughout the City.

Attachments: Resolution

**RESOLUTION NO. 2012- \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CITRUS HEIGHTS,  
CALIFORNIA, AUTHORIZING THE CITY MANAGER TO AMEND THE AGREEMENT  
WITH REDFLEX TRAFFIC SYSTEMS, INC. FOR THE RED LIGHT CAMERA  
ENFORCEMENT PROJECT**

**WHEREAS**, the City has a high volume of intersections within its limits; and

**WHEREAS**, traffic safety and operations issues are a community and City Council priority;  
and

**WHEREAS**, staff has identified intersections within the City limits with potential for safety improvements and would benefit from red light camera enforcement; and

**WHEREAS**, staff has seen a reduction in collisions at intersections where red light camera enforcement is currently in effect; and

**WHEREAS**, the City desires to continue a proactive program to identify sites with potential for safety improvements.

**NOW THEREFORE BE IT RESOLVED AND ORDERED** by the City Council of the City of Citrus Heights that the City Manager is hereby authorized to amend the agreement with Redflex Traffic Systems, Inc. and that a copy of the Amended Agreement is available and on file in the City Clerks' office and is incorporated herein by reference and made a part of this Resolution.

The City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

**PASSED AND ADOPTED** by the City Council of the City of Citrus Heights, California, this 8<sup>th</sup> day of November, 2012 by the following vote, to wit:

**AYES:**           **Council Members:**  
**NOES:**           **Council Members:**  
**ABSTAIN:**   **Council Members:**  
**ABSENT:**       **Council Members:**

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**Jeff Slowey, Mayor**

**ATTEST:**

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**Amy Van, City Clerk**

**FIRST AMENDMENT TO EXCLUSIVE AGREEMENT BETWEEN THE CITY OF  
CITRUS HEIGHTS AND REDFLEX TRAFFIC SYSTEMS, INC FOR PHOTO RED  
LIGHT ENFORCEMENT PROGRAM**

This First Amendment ("First Amendment") to the Exclusive Agreement between the City of Citrus Heights and Redflex Traffic Systems, Inc. for Photo Red Light Enforcement Program ("Agreement") is made and entered into this 8<sup>th</sup> day of November, 2012 by and between Redflex Traffic Systems, Inc. with offices at 5835A Uplander Way, Culver City, California 90230 ("Redflex"), and the City of Citrus Heights, a municipal corporation, with offices at 6237 Fountain Square Drive, Citrus Heights, CA 95621-5577 (the "Customer").

**WITNESSETH**

WHEREAS, Redflex and the Customer have previously entered into an Agreement dated the 10th day of December, 2007, whereby City desired to engage the services of Redflex to provide certain equipment, processes and back office services so that sworn police officers of the Customer are able to monitor, identify, and enforce red light running violations; and

WHEREAS, it was a mutual objective of both Redflex and Customer to reduce the incidence of vehicle collisions at the traffic intersections and city streets that will be monitored pursuant to the terms of the Agreement; and

WHEREAS, Redflex and the Customer mutually agree to amend certain conditions of the Agreement, including those designated intersection approaches as set forth in the First Amendment; and

NOW THEREFORE, in consideration of mutual promises and obligations set forth herein, the parties hereto agree to the following amendments to the Agreement:

**AGREEMENT**

**SECTION I. RECITALS**

The above recitals are true and correct and hereby incorporated by reference.

**SECTION II. AMENDMENT TO SECTION 2 "TERM"**

Section 2 of the Agreement "Effective Date" is hereby amended to read as follows:

2. **TERM**. The term of the Agreement shall commence as of the date hereof and shall continue for a period of five (5) years after the Installation Date (the "Initial Term"). The Agreement is hereby extended and renewed for three (3) years beginning December 11, 2012, (the "Renewal Term"). The Customer shall have the right, but not the obligation, to extend the term of this Agreement for up to five (5) additional consecutive and automatic one (1) year periods following the expiration of the Renewal Term (each an "Additional Renewal Term," and collectively with



the Initial Term and Renewal Term, the "Term"). The Customer may exercise the right to extend the term of the Agreement for an Additional Renewal Term by providing written notice to Redflex not less than forty five (45) days prior to the last day of the Renewal Term or an Additional Renewal Term, as the case may be.

### **SECTION III. AMENDMENT TO EXHIBIT B "CONSTRUCTION AND INSTALLATION OBLIGATIONS"**

Section 1 "Redflex Obligations," of Exhibit B: Construction and Installation Obligations," is hereby amended to now include the following sections:

1.19. Provide the following equipment and consideration with the stated obligations and limitations:

Two (2) Laptop computers with docking stations

One (1) Color laser printer

Two (2) Air cards for laptop communications, payment of service charges for up to \$60.00 a month for each air card for the period of one year. After one (1) year the Customer will assume any all charges associated with the two laptop computers with docking stations, including all charges for the air cards.

The Equipment provided pursuant to this Section shall remain the Property of the Customer upon termination of this Agreement.

1.20 Replace, repair or change all current photo enforcement signage to ensure compliance with California Manual on Uniform Traffic Control Devices ("MUTCD") standards, including but not limited to, as follows:

- All regulatory and guide signs to be fabricated from 0.080" thick, B209 Alloy 6061-T6 Flat Aluminum.
- Signs greater than 36" wide shall be back-braced.
- All signs shall meet current MUTCD retro-reflective requirements using 3M Diamond Grade 3 sheeting or approved equal.
- All signs mounted less than 12 feet above the ground shall be covered with 3M Premium Protective Overlay Film 1160 or approved equal.
- Sign panel fastening hardware shall conform to Section 56-2.02D of the State Standard Specifications.
- All replacement or newly installed "photo enforced" signs shall meet the above standards.

**SECTION IV.           REPLACEMENT OF EXHIBIT D “COMPENSATION AND PRICING”**

Exhibit D : “Compensation & Pricing” is hereby replaced in its entirety with Exhibit D “Compensation & Pricing,” attached hereto and incorporated herein by reference to this First Amendment.

**SECTION V.           EFFECT OF THIS FIRST AMENDMENT.**

Except as expressly modified by this First Amendment, the Agreement shall continue in full force and effect according to its terms, Redflex and City hereby ratify and affirm all their respective rights and obligations under the Agreement, including but not limited to the indemnification and insurance obligations set forth in the Agreement. In the event of any conflict between this First Amendment and the Agreement, the provisions of this First Amendment shall govern.

**SECTION VI.           GOVERNING LAW AND FORUM**

This First Amendment shall be construed in accordance with the laws and judicial decisions of the State of California and venue for any legal or equitable action shall be in the County of Sacramento.

**SECTION VII.         SEVERABILITY**

If any term, condition, or covenant of this First Amendment is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this First Amendment shall not be affected thereby and the First Amendment shall be read and construed without the invalid, void or unenforceable provision(s).

**SECTION VIII.        INTERPRETATION OF FIRST AMENDMENT**

The headings within this First Amendment are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this First Amendment. The parties have had an equal opportunity to participate in the drafting of this First Amendment; therefore the normal construction as against the drafting party shall not apply to this First Amendment. Any amendments to this First Amendment must be in writing signed by both parties to this Agreement.

**SECTION IX.**

**COUNTERPARTS.**

This First Amendment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute the same document.

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

“Customer”

“Redflex”

CITY OF CITRUS HEIGHTS

REDFLEX TRAFFIC SYSTEMS, INC.

By: 

By: 

Name: Henry Tingle

Name: JEAN K NOLEN


Title: City Manager

Title: C.F.O.

Date: 11-9-12

Date: 11-5-12

ATTEST:

By: 

Name: Amy Van

Title: City Clerk

Date: 11-13-12

APPROVED AS TO FORM:

By: 

Name: Ruthann G. Ziegler

Title: City Attorney

Date: 11-8-12



## EXHIBIT "D"

### "Compensation & Pricing"

Commencing on the first day of the Renewal Term of this Agreement, the Customer shall be obligated to pay Redflex a fixed fee of \$5,500 per month, as full remuneration for performing all of the services contemplated in this Agreement and First Amendment, for each Designated Intersection Approaches, and any additional approaches in the future:

1. Antelope Road and Garden Gate Drive
2. Auburn Blvd and Antelope Road
3. Greenback Lane and Fountain Square Drive
4. San Juan Ave and Greenback Lane
5. Sunrise Blvd and Oak Avenue (Northbound)
6. Sunrise Blvd and Oak Avenue (Southbound)

"Intersection Approach" means a conduit of travel with up to four (4) contiguous lanes from the curb (e.g. northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by Redflex for the purposes of facilitating Redlight Photo Enforcement by the Customer. If the Customer elects to select an approach where more than four (4) lanes will be enforced by redlight photo enforcement, Redflex shall evaluate the request and provided the costs associated with building the approach do not exceed the normal costs of building intersections, with reasonable variations. Redflex will provide six (6) lanes of coverage at the pricing of \$6,350.00; however, if the costs of building the approach substantially exceed the normal costs of building approaches, then Redflex and Citrus Heights shall meet and confer regarding the financial feasibility of building more than (4) lanes.

#### Cost Neutrality

Cost Neutrality is assured to Customer – Customer will never be required to pay Redflex more than actual cash received. The following section outlines the process for which payment shall be made to Redflex for the Services provided under the Agreement.

#### Definitions:

"*Invoiced Amount*" means the monthly fixed fee associated with each of the Designated Intersections.

"*Photo Enforcement Revenue*" is the money the Customer receives from the Court that is specifically designated as photo enforcement revenue.

"*Operational Costs*" means the \$8,500 to be retained by the Customer in order to cover staff

time to administer the program and the costs associated with operating the Program. The \$8,500 per month from the Photo Enforcement Revenue is based on six (6) Designated Intersection Approaches. If less than six (6) Designated Intersection Approaches are operational, Customer's operational costs of \$8,500 shall be prorated based on the number of actual Designated Intersection Approaches installed and operating in a given month.

*"Cost Neutrality Balance"* means the balance that remains unpaid on Redflex Invoices due to a deficit in gross cash received by the Customer.

*"Cumulative Balance"* means the current monthly Invoiced Amount plus any existing Cost Neutrality Balance.

A. Redflex shall invoice Customer monthly with the Cumulative Balance owed under the Agreement. Customer shall be obligated to pay Redflex the Cumulative Balance invoiced by Redflex in accordance with terms set forth in this Agreement. The Customer agrees to pay Redflex within thirty (30) days after the invoice is received.

B. Upon receipt of the Photo Enforcement Revenue, Customer shall first deduct Customer's Operational Costs. Customer shall then apply any remaining Photo Enforcement Revenue to the Cumulative Balance as shown in the Redflex invoice. Photo Enforcement Revenue shall be allocated to the Cumulative Balance in the following order:

1. Invoiced Amounts;
2. Cost Neutrality Balance.

C. In the event that a portion of the Invoiced Amount remains unpaid because there is insufficient Photo Enforcement Revenue, such amount shall be added to the Cost Neutrality Balance. For example, if the Invoiced Amount is \$33,000, but after deducting the Operational Costs from the Photo Enforcement Revenue, only \$23,000 is available to pay towards the Invoiced Amounts, the remaining \$10,000 shall be added to the Cost Neutrality Balance.

D. If there are insufficient Photo Enforcement Revenues in any given month to pay the Cumulative Balance, Customer will provide Redflex with each monthly payment, an accounting of the Photo Enforcement Revenues demonstrating there are insufficient funds to pay the Cumulative Balance.

E. Upon the expiration or termination of the Contract, if there is a Cumulative Balance on Customer's Account, all subsequent revenues from automated red light violations for a period of twelve (12) months from the termination will be paid to Redflex and applied to the Cumulative Balance. Customer shall only make payment based on the amount of Photo Enforcement Revenues received. At the end of the twelve (12) month period, the City is not obligated to pay Redflex any additional money, even if there is an outstanding Cumulative Balance. Redflex shall forgive any remaining balance.

Cost Neutrality is guaranteed except as follows:

- If police fail to approve violation by the due date
- If systems are de-activated due to Customer requirement



- If the Customer fails to maintain the minimum yellow light change interval as established by Section 21455.7 of the California Vehicle Code (CVC)
- If the Customer chooses not to enforce right-hand turns
- If the Customer chooses to install systems at intersections where survey results show that less than 15 violations were counted
- If extreme circumstances beyond the control of Redflex cause the shortage

### Disabled Approaches.

Redflex and the Customer recognize that due to construction or maintenance by Customer, the State or State Agency or Redflex, occasionally approaches may be temporarily disabled. For approaches disabled for a period of over seven (7) consecutive days, the Customer shall only be invoiced and will only be obligated to pay, an amount equal to fifty percent (50%) of the Fixed Fee for that specific approach. For example, a Designated Intersection where the fixed fee is \$5,500, if the approach is temporarily disabled for a period of ten (10) days, Customer shall only be obligated to pay \$2,750 for that approach for that month. The unpaid fifty percent (50%) shall be forgiven and shall not be added to the Cumulative Balance.

### **BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:**

1. Redflex construction will be able to utilize existing conduit for installation where space is available. If it is determined that new conduit must be installed the cost of the installation of the same shall be borne by Redflex.
2. The pricing will remain fixed for three (3) years. Each year thereafter, on the anniversary date of the contract, the pricing will increase by the CPI. CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average.
3. Customer agrees to pay Redflex within thirty (30) days after the invoice is received.
4. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of Redflex.
5. The on-going provision of any and all necessary electrical power to the Designated Intersection Approaches will be the sole responsibility of the Customer.
6. The Customer shall require any and all employees who may operate or occupy the Equipped Motor Vehicles to complete a mandatory training program to insure that (1) the Equipped Motor Vehicles are operated in a safe manner and (b) all warnings and instructions that accompany the Equipped Motor Vehicles are understood and heeded.
7. Redflex shall be solely responsible for installing required signage. Redflex shall be solely responsible for the fabrication of any signage, notices or other postings required pursuant to any law, rule or regulation of any Governmental Authority ("Signage"), including but not limited to the Vehicle Code, and Customer shall assist in determining placement of such Signage. Redflex shall submit signage design and drawings to the appropriate local authority for approval.
8. Required Credit Card fees will not be considered to be revenue received and are the responsibility of the violator.

9. Roadway/Intersection improvement projects: Customer shall reimburse Redflex the costs of replacing and or modification of operational system approaches.

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