

**CITY COUNCIL
AGENDA REPORT**



**CITY OF MILLBRAE
621 Magnolia Avenue
Millbrae, CA 94030**

<p>SUBJECT: Adopt a Resolution authorizing the City Manager to execute a Fifth Amendment to an Agreement with the City of San Mateo for Automated Red Light Traffic Enforcement Services.</p> <p>ATTACHMENTS: 1. Resolution No: 16 –; Resolution Authorizing Execution of a Fifth Amendment to an Agreement with the City of San Mateo for Automated Red Light Traffic Enforcement Services. 2. Fifth Amendment to the Agreement with the City of San Mateo for Automated Red Light Traffic Enforcement Services.</p>	<p>Report No. 5782</p>
	<p>For Agenda of: September 27, 2016</p>
	<p>Department: City Manager</p>
	<p>Originator: Marcia Raines <i>MR</i></p>
<p>Approved:</p>	
<p>Budget Action Yes: <u>X</u> No: _____ Finance Review: <i>P</i></p>	

<p>REPORT TYPE: ACTION <u>X</u> INFORMATIONAL _____</p> <p>ITEM TYPE: CONSENT ___ PUBLIC HEARING ___ EXISTING BUSINESS <u>X</u> NEW BUSINESS ___</p>
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RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution authorizing the City Manager to execute a Fifth Amendment to the Agreement with the City of San Mateo, in a form approved by legal counsel, to address the adjusted costs for full administration of Millbrae’s Automated Red Light Traffic Enforcement Services Program.

BACKGROUND:

The red light program was implemented in 2006 to improve public safety by utilizing traffic enforcement measures using modern video and photography technology. In 2008, the City entered into an Agreement with the City of San Mateo ("Agreement") to manage the program and handle all administrative duties including violation reviews, processing of citations, court filings, and traffic trials.

Since 2008, the City of San Mateo provided staffing to handle all the duties associated with the red light program. Between September of 2009 and December of 2012, the City executed three amendments to the Agreement with the City of San Mateo in order to ensure the protection of confidential information, increase the scope of services to cover additional cameras, extend the term and clarify each Parties' responsibilities in reviewing citations. On October 22, 2013, the City executed a Fourth Amendment to

the Agreement to give the City of San Mateo full control of the Millbrae Automated Traffic Enforcement Program for an annual cost of \$62,700.

Earlier this year, the City of San Mateo initiated a review of the red light program and the services provided to the City of Millbrae under the Agreement. The study concluded that the City of San Mateo is significantly undercharging Millbrae for services and absorbing a majority of the costs associated with the Agreement.

ANALYSIS:

The Fifth Amendment to the Agreement (see Attachment 2) will provide additional funding to the City of San Mateo to cover the actual costs for the management and enforcement of Millbrae's red light program. After evaluation of the proposed adjustment, the staff has determined that the fee adjustment is necessary to cover the actual costs incurred by the City of San Mateo in providing sufficient staffing required to review camera activity, process citations, and handle all court matters.

FISCAL IMPACT:

The Fourth Amendment to the Agreement allows for fees to be charged to Millbrae in the amount of \$62,700. The Fifth Amendment to the Agreement will increase the fees annually by \$159,900, for a total annual fee of \$222,600 to be paid in bi-annual installments. This Agreement is automatically renewed annually unless either party gives 90-days' notice. The funds generated by the red light photo enforcement program are sufficient to cover the increased costs of enforcement under the Fifth Amendment to the Agreement.

COUNCIL ACTION:

Adopt a Resolution Authorizing the City Manager to Execute a Fifth Amendment to the Agreement with the City of San Mateo for Automated Red Light Traffic Enforcement Services for an annual fee of \$222,600.

**CITY OF MILLBRAE, COUNTY OF SAN MATEO
STATE OF CALIFORNIA**

RESOLUTION NO. 16 - **

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MILLBRAE
AUTHORIZING THE EXECUTION OF A FIFTH AMENDMENT TO AN
AGREEMENT WITH THE CITY OF SAN MATEO FOR AUTOMATED RED
LIGHT TRAFFIC ENFORCEMENT SERVICES**

WHEREAS, the City of Millbrae entered into an Agreement for Automated Red Light Traffic Enforcement Services with the City of San Mateo dated October 24, 2008 ("Agreement"); and

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

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

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

WHEREAS, on October 22, 2013, the Parties executed the Fourth Amendment to give the City of San Mateo full control of the Millbrae Automated Photo Enforcement program and increase the compensation to be paid; and

WHEREAS, the City of San Mateo initiated a review of the services provided under the Agreement and determined it was undercharging the City of Millbrae and absorbing significant program administration costs; and

WHEREAS, the Fifth Amendment to the Agreement addresses the adjusted costs for continuation of the Automated Red Light Traffic Enforcement Program and after evaluation, the City of Millbrae has determined that these adjusted costs are fair and reflect actual costs incurred by the City of San Mateo in providing these services; and

WHEREAS, staff has determined it is in the best interest of the City of Millbrae to continue to contract for Automated Red Light Traffic Enforcement services with the City of San Mateo and recommends that the City Council authorize the City Manager to execute the Fifth Amendment to this Agreement; and

NOW, THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MILLBRAE authorizes the City Manager to execute the Fifth Amendment to the Agreement with City of San Mateo for Automated Red Light Traffic Enforcement Services with an annual cost for services in the amount of \$222,600 effective as of July 1, 2016.

REGULARLY PASSED AND ADOPTED this 27th day of September, 2016.

Mayor

ATTEST:

City Clerk

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

THIS FIFTH AMENDMENT ("Fifth Amendment") to the Agreement between the City of Millbrae and the City of San Mateo for Automated Red Light Traffic Enforcement Services is made as of the ____ day of ____, 2016 by and between the CITY OF MILLBRAE (hereinafter referred to as "MILLBRAE"), a municipal corporation, and the CITY OF SAN MATEO (hereinafter referred to as "SAN MATEO"), a municipal corporation.

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

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

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

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

WHEREAS, on October 22, 2013, the Parties executed the Fourth Amendment to give San Mateo full control of the Millbrae Automated Traffic Enforcement Program and increase the compensation to be paid ("Fourth Amendment"); and

WHEREAS, the Parties now desire to amend the Agreement to increase the compensation to be paid.

NOW THEREFORE, MILLBRAE AND SAN MATEO agree as follows:

1. **Section 5, 'COST AND PAYMENTS,'** of the Agreement is hereby amended by deleting paragraphs "A" and "C" and replacing them as follows:
 - A. MILLBRAE shall pay SAN MATEO \$222,600 per year for services specified in Section 3 of this Agreement, which includes Police Department attendance at all court appearances related to citations issued, and any overtime that may be incurred in providing these services for cameras at the following locations:
 - Southbound 101 to Millbrae
 - Westbound Millbrae Avenue to Rollins Road
 - Eastbound Millbrae Avenue to Rollins Road
 - Northbound Rollins Road to Millbrae Avenue

Southbound El Camino Real to Eastbound Millbrae Avenue
Southbound Rollins Road at Millbrae Avenue

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

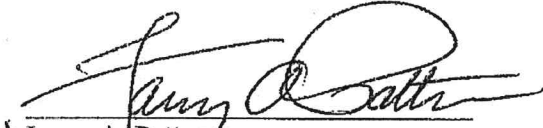
- C. MILLBRAE shall make payments pursuant to Section 5.A – for the term of January 1st through June 30th, 50% of the annual payment will be due by July 31st; and for the term of July 1st through December 30th, 50% of the annual payment will be due by January 31st each year. These payment terms are effective as of July 1, 2016.

All other terms of the Agreement and any subsequent amendments remain in full force and effect.

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

CITY OF SAN MATEO

CITY OF MILLBRAE


Larry A. Patterson
City Manager

Marcia Raines
City Manager

Date: August 24, 2016

Date: _____