



STAFF REPORT CITY OF SOLANA BEACH

TO: Honorable Mayor and City Councilmembers
FROM: David Ott, City Manager
MEETING DATE: October 14, 2009
ORIGINATING DEPT: City Manager
SUBJECT: Redflex Red Light Camera Agreement

BACKGROUND:

On December 29, 2003, Council approved a "Letter of Intent" be executed between the City and Redflex Traffic Systems, Inc. (Redflex) to provide red-light enforcement technology and equipment for traffic enforcement purposes. After completing surveys and analysis to determine the intersections that would benefit the most from this technology, three cameras went live in October 2004 for a thirty day trial period. In November 2004, tickets began to be issued for violations. The cameras are located at:

1. Hwy 101 and Lomas Santa Fe Drive, Southbound
2. Lomas Santa Fe Drive and Solana Hills Drive, Northbound
3. Lomas Santa Fe Drive and Solana Hills Drive, Eastbound

An amendment to the Redflex agreement (Attachment 1) is before you tonight due to a change in the law which requires a monthly fixed fee per camera versus fee per issued citation. In January 2005, California law banned local jurisdictions from rewarding red light camera companies with payments based on the number of citations issued or as a percentage of fines generated. Because an agreement was already in place with Redflex, the City could maintain the current method of paying per citation issued until the contract expired.

DISCUSSION:

The current agreement was in effect for five years from the program's installation date which was October 5, 2004. The amended Redflex agreement addresses the recent change in the law by providing a monthly fixed cost per camera. Staff negotiated with Redflex taking into account the average yearly cost paid for the service over the past five years and by comparing recent agreements adopted by other local agencies. The previous contract paid \$80 to \$89 per citation issued depending on if less than six

CITY COUNCIL ACTION:

citations were issued a day or equal to six or more were issued a day. The revised contract pays a flat fee of \$2225 per system a month for a total of \$80,100 annually.

With this agreement Redflex provides the evidence portion in the enforcement of our traffic laws by the use of digital cameras activated when pavement sensors indicate a vehicle will not stop for a red light. The change in the contract does not alter the manner of recording violations, but Redflex has agreed to upgrade the cameras to provide a clearer image at no cost to the City. All signage, traffic signal phasing, and the recording devices remain as is and is in complete conformance with State law. The City controls all other functions of violation issuance and the Sheriffs determine if the evidence is adequate to issue a violation.

Due to the timing of the conclusion of negotiations with Redflex, Staff was unable to bring this agreement to Council for consideration before the October 14, 2009 meeting. The expiration date for the original agreement was October 6, 2009 (Attachment 2). In order to keep the program active the City Manager signed the agreement to cover the time period between the expiration date of the initial agreement and Council's consideration of the agreement on October 14, 2009. The First Amendment as executed is subject to City Council ratification and is null and void unless ratified by the City Council within fifteen days after the date the City Manager signed the agreement. Should the Council decide not to ratify the agreement at this time the program will terminate on October 21, 2009. In order to reactive the program a 30-day public notification will need to be implemented before reinstating the red light camera based citations.

Staff continues to believe these systems provide a significant safety enhancement to our City and recommends that City Council authorize the City Manager to execute the revised contract with Redflex Traffic Systems, Inc.

CEQA COMPLIANCE STATEMENT:

Not a project as defined by CEQA.

FISCAL IMPACT:

The existing contract with Redflex Traffic Systems, Inc. (Redflex) was based upon existing law at the time of contract approval. At that time the law allowed the vendor to charge a fee based upon the tickets issued by the City's enforcement officer (San Diego County Sheriff). The law was modified and any contract that is renewed must modify the way in which the red light camera company is paid. Currently, the City pays Redflex a fee of \$80.00 to \$89.00 for each Citation issued whether the ticket is paid or even if the citation is excused by the Traffic Court. Under the proposed contract, the City will pay Redflex a monthly fee of \$2,225 per camera system or \$6,675 per month for the three systems, totaling \$80,100 annually. Currently revenue received exceeds this annual cost by approximately \$45,000. Each year, on the anniversary date of the contract, the pricing will increase by the CPI, not to exceed a cap of 3%. CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average. Staff anticipates revenues to exceed program cost. This item is budgeted in account 001-500-6540-6530.

WORKPLAN:

N/A

OPTIONS:

- Receive report.
- Approve the amended agreement as presented.
- Provide direction to modify the agreement.
- Take no action at this time.

DEPARTMENT RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Resolution 2009-119 authorizing the City Manager to Execute a Revised Contract between the City of Solana Beach and Redflex Traffic Systems, Inc. for Automated Red Light Photo Enforcement Cameras and appropriate \$80,100 in the FY09/10 budget.

CITY MANAGER'S RECOMMENDATION:

Approve Department Recommendation



David Ott, City Manager

Attachment:

1. Agreement between the City of Solana Beach and Redflex
2. Correspondence reflecting expiration date.
3. Resolution No. 2009-119

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

This First Amendment ("Amendment") is made as of this 6th day of October, 2009 by and between Redflex Traffic Systems, Inc. with offices at 23751 N. 23rd Avenue, Phoenix, Arizona, 85027 ("Provider"), and The City of Solana Beach, a municipal corporation, with offices at 635 S. Highway 101, Solana Beach, California 92075 (the "City") to provide professional services to the City for the equipment, installation and maintenance ("Professional Services") for red light photo enforcement ("Project").

RECITALS

WHEREAS, the Provider and the City previously entered into a certain agreement dated December 30th, 2003 ("Agreement") to provide automated red light photo enforcement in the City of Solana Beach; and

WHEREAS, the Provider and the City mutually agree that the terms of the Agreement require modification in order to reflect the realities of automated red light enforcement in the City of Solana Beach and to comply with state law; and

WHEREAS, the Provider has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital photo red light enforcement systems; and

WHEREAS, the City desires to engage the services of the Provider to provide certain equipment, processes and back office services so that Authorized Employees of the City are able to monitor, identify and enforce red light running violations; and

WHEREAS, it is a mutual objective of both the Provider and the City to reduce the incidence of vehicle collisions at the traffic intersections and city streets that will be monitored pursuant to the terms of this Amendment to the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. Section 1.0 of the Agreement is amended in its entirety as follows:

"1.0 TERM OF AGREEMENT

"From the executed date of the First Amendment, the Term of this Agreement will continue for a period of five (5) years (the "initial Term"). The City shall have the right, but not the obligation, to extend the term of this Agreement for up to three (3) additional, consecutive one (1) year periods following the expiration of the Initial Term (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). The City may exercise the right to extend the term of this Agreement for a Renewal Term by providing written notice to the Provider not less than thirty (30) days prior to the last day of the Initial Term or the Renewal Term, as the case may be.

Notwithstanding other provisions of this Agreement, the First Amendment is subject to City Council ratification and is null and void unless ratified by the City Council within fifteen (15) days after the date the City Manager executes the Agreement. "

2. Exhibit "B" is replaced in its entirety with the attached revised Exhibit "B" signed by the Provider and the City attesting to the agreed changes. Revised Exhibit "B" shall become operative upon the executed date of this Amendment.
3. Section 7.0 of the Agreement is replaced in its entirety with as follows:

"7.0 TERMINATION OF AGREEMENT

7.1 Termination for Cause: The Parties may terminate this Agreement with cause at any time by giving ninety (90) calendar days advance written notice of termination to the Provider. The other party shall have the right to remedy the cause for termination within forty-five (45) calendar days after written notice setting forth in reasonable detail the events of the cause for termination. If this Agreement is terminated under this section, the City shall be obligated to pay the Provider for all services satisfactorily performed in accordance with this Agreement, through and including the termination date in accordance with the fees specified in Attachment "B".

7.2 Termination: Notwithstanding Section 7.1, the Parties may terminate this Agreement without cause at any time by giving thirty (30) calendar days advance written notice of termination. If the City so terminates this Agreement, the City shall be obligated to pay the Provider for all services satisfactorily performed in accordance with this Agreement, through and including the termination date in accordance with the fees specified in Attachment "B".

7.3 Procedures upon Termination: The termination of this Agreement shall not relieve either party of any liability that accrued prior to such termination. Upon receipt of the Notice of Termination, the following procedures apply.

7.4.1 Provider shall:

- (i) immediately cease to provide any work or services in furtherance of the Project;
- (ii) promptly deliver to the City any and all proprietary property of the City provided to the Provider pursuant to this Agreement;
- (iii) promptly deliver to the City a final report detailing the Provider's collection of data and the issuance of citations. The report shall be in such format and for such periods as the City may reasonably request and the Provider shall update or supplement a final report when and if additional data or information becomes available;
- (iv) promptly deliver to the City a final invoice itemizing all fees and charges properly owed by the City to the Provider for work performed and citations issued prior to the termination; and
- (v) provide such assistance as the City requests related to the prosecution and enforcement of citations issued prior to the termination of this Agreement.

7.4.2 The City shall:

- (i) immediately cease using the Provider's system, accessing Provider's system and using any other intellectual property of the Provider;
- (ii) promptly deliver to the Provider any and all proprietary property of Provider provided to the City pursuant to this Agreement; and
- (iii) promptly pay any and all fees, charges and amounts properly owed by City to the Provider for work performed and citations issued prior to the termination.

7.4.3 Unless the City and the Provider have agreed to enter into a new Agreement for this Project or have agreed to extend the term of this Agreement, the Provider shall remove any and all Equipment or other materials of the Provider installed in connection with Provider's performance under this Agreement, including but not limited to, housings, poles and camera systems. The Provider shall, at the Provider's sole expense, restore the Approaches to substantially the same condition such Approaches were in immediately prior to this Agreement."

4. Section 8.0 of the Agreement is replaced in its entirety with as follows:

"8.0 INSURANCE

8.1 With respect to performance of work under this Agreement, the Provider shall maintain and shall require all of its subcontractors to maintain insurance as described below:

(i) Workers' compensation insurance with statutory limits, and employer's liability insurance with limits of not less than \$1,000,000 per accident.

(ii) Commercial general liability insurance with a combined single limit of not less than \$2,000,000 per occurrence. The limits required can be provided through any combination of primary and excess liability policies. Such insurance shall include products/completed operations liability, owner's and the Provider's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. Such insurance shall (1) name the City, its appointed and elected officials, officers, employees, and agents as additionally insureds, and (2) be primary with respect to any insurance or self-insurance programs maintained by the City, and (3) contain standard cross liability provisions.

(iii) The City accepts the Acord 25 Certificate of Liability Insurance form appended as Exhibit "E".

8.2 The Provider shall furnish properly executed certificates of insurance to City prior to commencement of work under this Agreement. Such certificates shall:

(i) Clearly evidence all coverages required above, including specific evidence of a separate endorsement naming the City as an additionally insured;

(ii) Indicate whether coverage provided is on claims-made or occurrence basis; and

(iii) Provide that such insurance shall not be materially changed, terminated, or allowed to expire except on thirty (30) days prior written notice to the City.

8.3 Commercial general liability insurance shall be maintained from the time work first commences until completion of the work under this Agreement if an occurrence policy form is used. If a claims-made policy is used, coverage shall be maintained during the contract term and for a period extending five (5) years beyond the contract date. The Provider shall replace such certificates for policies expiring prior to completion of work under this Agreement and shall

continue to furnish certificates five (5) years beyond the contract terms, when Provider has a claims-made form. Should the five (5) year "tail" of a claims-made policy prove impossible to secure, at the City's option, an agreement or bond may be substituted to provide the necessary coverage.

8.4 If the Provider, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Agreement and obtain damages from Provider resulting from said breach. Alternatively, the City may purchase such required insurance coverage, and without further notice to the Provider, the City may deduct from sums due the Provider any premium costs advanced by the City for such insurance."

5. Section 10 of the Agreement is replaced in its entirety with as follows:

"10.0 INDEMNIFICATION

10.1 City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Provider or any other person for, and Provider shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of or allegedly caused by Provider's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Provider, its agents, officers, directors, subcontractors or employees, committed in performing any of the Services under this Agreement.

10.2 If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Provider has agreed to indemnify Indemnitees as provided above, Provider, upon notice from City, shall defend Indemnitees at Provider's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by Provider, as described in Section 8, shall ensure Provider's obligations under this section, but the limits of such insurance shall not limit the liability of Provider hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

10.3 The provisions of this section do not apply to Claims occurring as a result of this City's sole negligence or willful acts or omissions.

10.4 All units and equipment provided by Provider and used in performing this Agreement belong to, or are leased by the Provider. City shall pay for or reimburse Provider for any and all damage to said units and equipment provided by Provider pursuant to this Agreement, which occurs as a result of the negligence of City, or any of its agents or employees. Provider will notify City of the damage within thirty (30) days of the discovery of the damage. In the event of damage to Provider provided equipment by third parties, City will use its best efforts to assist Provider to identify and obtain compensation from any third party responsible for damage to Provider equipment.

10.5 City shall not be responsible for any damage to persons or property due to the use, misuse, or failure of any equipment used by the Provider, or by any of its employees, and third parties even though such equipment may be provided to City by Provider.”

6. Section 24.0 is added to the Agreement as follows:

“24.0 CALIFORNIA LAW; VENUE

This Agreement shall be construed and interpreted according to the laws of the State of California. Any action brought to enforce or interpret any portion of this Agreement shall be brought in the Superior Court for the State of California in the County of San Diego. The Provider hereby waives any and all rights it might have pursuant to California Code of Civil Procedure section 394.”

7. Face cameras will be upgraded to 6.0 megapixel at all approaches.

8. All other provisions of the Agreement all remain in effect.

///

///

///

///

///

///

///

///

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


"City"

"Provider"

CITY OF SOLANA BEACH
INC.,

REFLEX TRAFFIC SYSTEMS,

By: 
Name: David Ott
Title: City Manager

BY: 
Name: Aaron Rosenberg, PhD
Title: Executive Vice President

APPROVED AS TO FORM

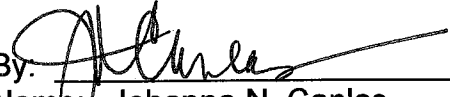
By: 
Name: Johanna N. Canlas
Title: City Attorney

EXHIBIT "B"
COMPENSATION & PRICING

Fixed Monthly Fee

Tier One: Commencing on the execution of this Agreement, the City shall be obligated to pay the Provider a fixed fee of \$2225.00 per system, per month for the continued operation of the following approaches:

Hwy 101 and Lomas Santa Fe Drive, Southbound
Lomas Santa Fe Drive and Solana Hills Drive, Northbound
Lomas Santa Fe Drive and Solana Hills Drive, Eastbound

Tier Two: At the expiration of the Warning Period for each New Designated Intersection Approach, the City shall be obligated to pay the Provider a fixed fee of \$6070.00 per month for each Designated Intersection Approach ("Fixed Fee") as full remuneration for performing all of the services contemplated in this Agreement.

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:

1. The Provider's 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 the Provider.
2. Each year, on the anniversary date of the contract, the pricing will increase by the CPI, not to exceed a cap of 3%. CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average.
3. Except where a balance remains unpaid due to a deficit in the gross cash received as described herein, the City agrees to pay the Provider within thirty (30) days after the invoice is received. A monthly late fee of 1.5% is payable for amounts remaining unpaid 60 days from date of invoice.
4. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of the Provider.
5. The on-going provision of any and all necessary electrical power to the Designated Intersection Approaches will be the sole responsibility of the City.
6. The City shall be solely responsible for installing required signage.

- 7. Roadway/Intersection improvement projects: the City shall reimburse the Provider the costs of replacing and or modification of operational system approaches.
- 8. If a system is deactivated at the City's request due to roadway construction, the monthly fee will continue.

"City"

"Provider"

CITY OF SOLANA BEACH

REDFLEX TRAFFIC SYSTEMS, INC.,

By: [Signature] *SM*

BY: [Signature]

Name: David Ott
Title: City Manager

Name: Aaron Rosenberg, PhD
Title: Executive Vice President

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SA
REDFL-1

DATE (MM/DD/YYYY)
10/06/09

PRODUCER
California Insurance Center
AJG & Co Ins. Brokers of CA
3697 Mt. Diablo Blvd., #300
Lafayette CA 94549
Phone: 925-299-1112 Fax: 925-299-0328

INSURED

Redflex Traffic Systems, Inc.
23751 N. 23rd Avenue Ste 150
Phoenix AZ 85085-1854

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

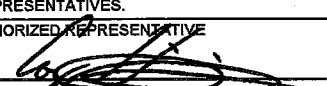
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	National Fire Ins of Hartford	A
INSURER B:	Continental Insurance Co.	A 35289
INSURER C:	Transportation Insurance Co.	A 20494
INSURER D:	The Standard Fire Ins. Co.	A 19070
INSURER E:	Endurance American Specialty	A

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per location agg GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2088537791 ISO FORM CG0001	03/15/09	03/15/10	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. 1,000,000
C		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2088537757 ISO FORM CA0001	03/15/09	03/15/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	2097617177	03/15/09	03/15/10	EACH OCCURRENCE \$ 19,000,000 AGGREGATE \$ 19,000,000 \$ \$ \$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	PCUB2692N16309	03/15/09	03/15/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E		OTHER Errors & Omissions Cyberliability	PPL10001275600	03/15/09	03/15/10	E&O 2,000,000 Retention 35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Per G-140331-A, the City of Solana Beach, its appointed and elected officials, officers, employees, and agents are named as additional insureds respects general liability. GL coverage is primary & non-contributory

CERTIFICATE HOLDER	CANCELLATION
SOLANAB City of Solana Beach 635 S. Highway 101 Solana Beach CA 92075	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

NOTEPAD:

INSURED'S NAME Redflex Traffic Systems, Inc

REDFL-1

PAGE 3

CP ID SA

DATE 10/06/09

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in the General Liability coverage part to the first Named Insured, the General Liability insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

Valuable Papers: Policy Number 2088537791 Effective 3/15/09 to 3/15/10
Limit: \$250,000
Deductible: \$5,000

Installation: Policy Number 2088537791 Effective 3/15/09 to 3/15/10
Limit: \$1,000,000 per occurrence
Deductible: \$10,000

Third Party Fidelity: Travelers Insurance: Policy Number 104861759
Effective 03/15/09 to 03/15/10 Limit: \$500,000 per claim

Stop Gap coverage for WA & OH incl on general liability policy 2088537791

* Except 10 Days in the event of cancellation for non-payment of premium.

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C.1. OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTOR'S SCHEDULED AND BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: Designated Project: Per contract

Per written contract.

(Coverage under this endorsement is not affected by an entry or lack of entry in the Schedule above.)

A. WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization, including any person or organization shown in the schedule above, (called additional insured) whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

- 1. Currently in effect or becoming effective during the term of this policy; and
- 2. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury".

B. The insurance provided to the additional insured is limited as follows:

- 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured.
- 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and

not in addition to, the Limits of Insurance shown in the Declarations.

- 3. The coverage provided to the additional insured by this endorsement and paragraph f. of the definition of "insured contract" under DEFINITIONS (Section V) do not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by the written contract or written agreement.

- 4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

C. As respects the coverage provided under this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** are amended as follows:



1. The following is added to the Duties In The Event of Occurrence, Offense, Claim or Suit Condition:

e. An additional insured under this endorsement will as soon as practicable:

- (1) Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance;
- (2) Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and
- (3) Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

f. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

2. Paragraph 4.b. of the Other Insurance Condition is deleted and replaced with the following:

4. Other Insurance

b. Excess Insurance

This insurance is excess over any other insurance naming the additional insured as an insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing.

Angela Ivey

From:
Sent: jcanlas@mclex.com
To: Wednesday, January 07, 2009 9:55 AM
Subject: Dennis Coleman; Angela Ivey
Attachments: Fw: Redflex Agreement with Solana Beach
Contract - Solana Beach CA 2003.pdf; E-mail - Solana Beach Go Live Ceremony.jpg

FYI.

From: "Bob Hickman"
Date: Tue, 6 Jan 2009 22:14:58 -0700
To: Johanna Canlas<jcanlas@mclex.com>
Subject: RE: Redflex Agreement with Solana Beach
Ms. Canlas,

I have attached a copy of the city's contract.

Paragraph 1.1 states, "This agreement is effective on the date it is executed by the last party to sign the agreement, and it shall be effective for a period of five (5) years from the Program's installation date."

The installation of the three approaches were completed and the program went live with a ceremony wherein the mayor "threw the switch" activating the program at 4:30 pm on October 5th, 2004 at the intersection of Lomas Santa Fe at Highway 101. The 30-day Warning period, which is mandated by California law before the issuance of tickets, begins the Program at the conclusion of the installation. I have attached a copy of a message from David Ott (City of Solana Beach Director of Public Safety at the start of the program, and the Project Manager for the Program) setting the ceremony up.

The City of Solana Beach authorized the Program to commence with the activation of the 30-day Warning Period at 12:01 am on October 6th, 2004.

Based on the above, Redflex holds its contract with the City of Solana Beach to be valid through October 6th, 2009.

If you have any additional questions, please feel free to contact me 24/7.

Thanks,

Bob

Bob Hickman
Redflex Traffic Systems
Customer Service Representative
E-Mail: bhickmanredflex.com
Phone: (760) 504-6048
Fax: (760) 451-3037

RESOLUTION 2009-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLANA BEACH, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDED AGREEMENT TO REDFLEX TRAFFIC SYSTEMS, INC. FOR PHOTO ENFORCEMENT SERVICES

WHEREAS, the agreement between the City of Solana Beach (City) and Redflex Traffic Systems, Inc. (Redflex) to provide red light camera technology for moving violations was executed on December 29, 2003; and

WHEREAS, three intersections were identified and equipped with the red light cameras in October 2004; and

WHEREAS, at the time the agreement was executed the law allowed Redflex to be paid per citation issued; and

WHEREAS, the law was modified in January 2004 to eliminate the ability of public agencies to pay per issued citation; and

WHEREAS, upon the expiration of the contract between the City and Redflex any new agreement would need to modify the method of payment from the City to Redflex; and

WHEREAS, it is a mutual objective of both Redflex and the Customer to reduce the incidence of vehicle collisions at the traffic intersections pursuant to the terms of the Agreement; and

WHEREAS, the City has agreed to pay a flat fee of \$2,225 per camera system for a total of \$6,675 a month for the three systems and an annual total of \$80,100 with a annual Consumer Price Index for U.S. city average increase not to exceed a cap of 3%.

NOW, THEREFORE, the City Council of the City of Solana Beach, California, does resolve as follows:

1. That the above recitations are true and correct.
2. The City Manager is hereby authorized to execute the amended agreement to Redflex Traffic Systems, Inc.

3. The City Council authorizes the appropriation of \$80,100.00 to account 001-6500-6540-6530 to the adopted Fiscal Year 2009-2010 budget.

PASSED AND ADOPTED this 14th day of October, 2009, at a regularly scheduled meeting of the City Council of the City of Solana Beach, California by the following vote:

AYES: Councilmembers –
NOES: Councilmembers –
ABSTAIN: Councilmembers –
ABSENT: Councilmembers –

MIKE NICHOLS, Mayor

APPROVED AS TO FORM:

ATTEST:

JOHANNA N. CANLAS, City Attorney

ANGELA IVEY, City Clerk