

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SACRAMENTO
AND
THE COUNTY OF SACRAMENTO**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 23rd day of September, 2008, by and between the City of Sacramento ("City"), acting by and through its Department of Transportation ("DOT"), and the County of Sacramento ("County"), acting by and through its Sheriff's Department ("SSD"). The City and County may be referred to collectively as "Parties" or in the singular as "Party", as the context requires.

RECITALS

The City and County have entered into this MOU with reference to the following facts and circumstances:

WHEREAS, the driver of a vehicle that fails to stop at an intersection when faced with a steady circular red signal or red arrow signal violates California Vehicle Code ("CVC") § 21453; furthermore, a vehicle that fails to stop at an intersection when faced with a steady circular red signal or red arrow signal represents a serious threat to the drivers and occupants of other vehicles and constitutes a public traffic safety concern; and

WHEREAS, CVC § 21455.5 authorizes a governmental agency to utilize an automated traffic enforcement system ("Red Light Camera Program" or "RLC Program") for the purpose of creating a photographic record of drivers that fail to stop at the limit line, the intersection, or other places designated in CVC § 21455; and

WHEREAS, the City has utilized a RLC Program in the City since May 1999 ("City Program"); the City Program has deterred drivers from running red lights, as evidenced by the 2002 State Auditor's Report on Red Light Camera Programs which documented a 44% decrease in red light related collisions at Red Light camera intersections in the City (second highest reduction in the state); and

WHEREAS, the County currently utilizes a RLC Program in the unincorporated areas of the County ("County Program").

WHEREAS, the County has managed the RLC Program in the City since September 2003 ("City Program");

NOW, THEREFORE, in consideration of the mutual promises contained herein, the PARTIES hereby agree as follows:



1. PURPOSE.

The purpose of this MOU is to authorize the County to operate and manage a RLC Program in the City at no cost to the City.

2. TERM OF MOU; TERMINATION

- A) This MOU shall remain in effect for a period of three years with one two year option. The three-year period shall commence when both the flat-fee contract between Redflex Traffic Systems, Inc. and the County and this MOU are executed and effective. This MOU may be extended for an additional two years if the contract with Redflex Traffic Systems, Inc. is extended for an additional two years. Either Party may terminate this MOU for its convenience, upon giving ninety-days written notice to the other Party in the manner specified in Paragraph 3. In the event the City terminates this MOU pursuant to this Paragraph or Paragraph 4.N., below, the City shall have no cost obligation to the County.
- B) Notwithstanding Paragraph 2.A., above, termination of the monthly flat-fee contract between the County and Redflex Traffic Systems, Inc. shall operate to terminate this MOU.

3. NOTICE

Any communication required during the term of this MOU, including, without limitation, notice of termination or cancellation, shall be deemed given when placed in the United States Mail, postage prepaid, and addressed as follows:

Notice to the City: Jerry Way
Director of Transportation
915 I Street, Room 2000
Sacramento, CA 95814
(916) 808-8300

Notice to the County: Lieutenant Richard Carlson
Sacramento County Sheriff's Department
Metropolitan Red Light Photo Enforcement Program
903 Enterprise Drive
Sacramento, CA 95823
(916) 876-6604

Any Party who desires to change its address for notice may do so by giving notice as described above.

4. PROCEDURES

The City authorizes the County to operate and manage a RLC Program in the City under the following terms and conditions:

- A) The County must use the criteria listed in Attachment A when issuing notices to appear for violations of CVC § 21453 that are detected by a RLC Program, whether the violation occurs in the City or County. The County shall provide the City a minimum of thirty-days notice prior to the effective date of any proposed changes to these criteria. Prior to the effective date of any proposed changes, the City may, in its sole discretion, either accept or reject the proposed changes or meet and confer with the County regarding the proposed changes.
- B) The County may use Sheriff's deputies, CHP officers, or any legally authorized personnel to issue notices to appear for violations of CVC § 21453 that are detected by a RLC Program and to testify in court. Any notice to appear issued pursuant to this MOU shall be deemed a "county arrest," as defined in Penal Code § 1463; the County shall receive the City's share of the distribution of fines, fees, forfeitures, and revenue pursuant to Penal Code §§ 1464 and 1464.11 and CVC § 42007.3 for all notices to appear issued pursuant to this MOU. All notices to appear issued by Sheriff's deputies, CHP officers, or any other legally authorized personnel for violations of CVC § 21453 that are detected by a RLC Program in the City shall utilize the lettering prefix "JA" instead of "SA". The County may issue notices to appear for violations of CVC §21453 that were detected by a RLC Program in the City prior to the effective date of this MOU; provided, however, all notices to appear issued pursuant to this MOU shall comply with CVC § 40518.
- C) The County shall operate and manage the RLC Program in the City in accordance all applicable laws including, but not limited to, CVC §§ 21455.5 and 21455.7.
- D) The DOT shall maintain signs that identify the presence of a RLC Program in all directions at those intersections within the City that are equipped with a RLC on the effective date of this MOU, and shall install signs which identify the presence of an automated enforcement system in all directions at those intersections in the City where a RLC is installed during the term of this MOU. The installation and maintenance of these signs shall comply with CVC § 21455.5(a).
- E) The DOT shall make all signal timing modifications within the City that are required for the effective operation of the County's RLC Program in the City, and shall ensure that the yellow phase time complies with CVC § 21455.7.

- F) The DOT will identify new locations for red light cameras in the City with assistance from the County; and, the DOT will review, and shall have the authority to approve or reject, all plans for new red light camera locations in the City.
- G) The County shall operate and manage the RLC Program in the City as part of the County Program. The County shall be solely responsible for costs associated with the operation and management of the County's RLC Program in the City as specified below:
- All monthly costs associated with the flat-fee contract between the County and Redflex Traffic Systems, Inc.
 - The cost of County personnel and CHP officers assigned to the County's RLC Program in the City.
 - Any and all costs associated with the processing of violations that are issued in the City.
- H) The City shall not be obligated for any costs to restore an approach to normal operating conditions regardless of the cause of damage.
- I) The City agrees to waive any and all permit and inspection fees related to the operation of the Red Light Photo Enforcement program, which would be paid by the County, outside the scope of the contract between the County and Redflex, Inc.
- J) The County shall conduct monthly inspections at each intersection in the City equipped with a red light camera. The inspections are to be completed by qualified Sheriff's deputies or CHP officers assigned to the County Program and shall include: inspection of the detection loops to insure approved loops, inspection of intersection approaches to confirm red light signage in all four directions, and inspection of red light camera units to insure correct input parameters (delay setting, speed threshold, distance between photo 1 and photo 2) including correct time and date. The County shall maintain inspection logs for each intersection in the City equipped with a red light camera. The County shall provide the City with monthly status reports that include sufficient information, including the intersection inspection logs, for the City to evaluate the status of the County's RLC Program in the City.
- K) In addition to the monthly inspection and reporting requirements contained in Paragraph 4.J., above, the County shall obtain an annual engineering audit of the RLC program in the City. The annual engineering audit is to be conducted by, and signed-off by, independent, third-party registered engineers to insure the integrity of the RLC program in the City. The first annual audit shall be completed within twelve months of the effective date of this MOU.

- L) The County shall maintain at least ten operational cameras in the City. The addition of any new camera units will require the mutual consent of both the DOT and the SSD, taking into consideration the following: intersection red light collisions, total collisions and speed related collisions, including red light violations, traffic volume, SPD traffic enforcement input, and citizen comments.
- M) The DOT shall give at least ninety-days notice to the County if any change, modification or construction is to take place at or near any red light camera location that would impact the operation of any red light camera or cameras. The purpose of the ninety-day period is to allow sufficient time to coordinate loops that may need to be re-cut and to provide sufficient time to make any other changes that might be necessary to minimize the down-time for the County's RLC Program in the City.
- N) Prior to implementing any change in the County's RLC Program in the City in response to any new red light camera legislation, the City and County shall meet to determine what, if any, impact the change or changes will have; the City may, in its sole discretion, either authorize the County to implement any changes required by new red light camera legislation or, notwithstanding Paragraph 2.A., above, terminate this MOU immediately by providing notice in the manner specified in Paragraph 3, above.

5. NO JOINT VENTURE

This MOU shall not create between the Parties a joint venture, partnership, or any other relationship of association.

6. NO GRANT OF AGENCY

Except as the Parties may specify in writing, neither Party shall have authority, express or implied, to act on behalf of the other Party in any capacity whatsoever as an agent. Neither Party shall have any authority, express or implied, pursuant to this MOU, to bind the other Party to any obligation whatsoever.

7. NON-WAIVER

Waiver of any breach of, or default under, this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach either of the same or of another provision of this MOU.

8. ENTIRE AGREEMENT; MODIFICATION

This MOU contains all of the terms and conditions as agreed upon by the Parties, and

supercedes any and all oral or written communications by and between the Parties.

No waiver, alteration, modification, or termination of this MOU shall be valid unless made in writing and signed by the Parties and their respective counsel; provided, however, that no writing shall be required to terminate this MOU in the event the flat-fee contract between the County and Redflex Traffic Systems, Inc. terminates. In the event of a conflict between this MOU and any other agreement or understanding executed by the Parties subsequent to the commencement of this MOU, the terms of this MOU shall prevail and be controlling unless such other agreement expressly provides to the contrary.

9. ASSIGNMENT PROHIBITED

Neither the City nor the County may assign any right or obligation pursuant to this MOU. Any attempt or purported assignment of any right or obligation pursuant to this MOU shall be void and of no effect.

10. INDEMNITY

The City shall defend, indemnify and hold harmless the County, its Board of Supervisors, officers, directors, agents, employees, subcontractors, and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of the City's City Council, officers, directors, agents, employees, volunteers, or subcontractors.

The County shall defend, indemnify, and hold harmless the City, its City Council, officers, directors, agents, employees, subcontractors, and volunteers from and against all demands, claims, actions, liabilities, losses, damages and costs, including payment of reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of the County's Board of Supervisors, officers, directors, agents, employees, subcontractors, or volunteers.

It is the intention of the City and the County that where fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party, its officers, directors, agents, employees, subcontractors, volunteers, the City's City Council, and the County's Board of Supervisors.

11. GOVERNING LAW

The interpretation and enforcement of this MOU shall be governed by the law of the

State of California, the state in which this MOU was signed.

12. DISPUTE RESOLUTION

The Parties shall meet and attempt, in good faith and using their best and reasonable efforts, to resolve any breach or dispute arising under this MOU. If such breach or dispute is not resolved by the Parties, then the Parties may submit the dispute to an independent mutually-agreed upon arbitrator. The arbitrator shall resolve the dispute based upon a reasonable interpretation of this MOU, the documentation provided by the Parties, and such other information deemed by the arbitrator to be relevant to the dispute. The decision of the arbitrator shall be advisory, and not binding, on the Parties. Nothing in this MOU shall prohibit the Parties from agreeing to allow the arbitrator to attempt to mediate the dispute prior to hearing the matter and issuing a decision.

13. COUNTERPARTS

This MOU may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

14. CAPTIONS

The headings or captions contained in this MOU are for identification purposes only and shall have no effect upon the construction or interpretation of this MOU.

15. AMBIGUITIES

The Parties have each carefully reviewed this MOU and have agreed to each term of this MOU. No ambiguity shall be presumed to be construed against either Party.

16. AUTHORITY

The people whose signatures appear below are authorized to execute this MOU as the representatives of their respective Parties and to bind said Parties to the terms of this MOU. This MOU is subject to the approval by each Parties' governing body.

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their respective officers, duly authorized, by the City of Sacramento on _____, 2008, and the County of Sacramento on _____,

2008.

COUNTY OF SACRAMENTO
Sheriff's Department

CITY OF SACRAMENTO,
a Municipal Corporation

Signature

By: *Jerry Way*
Jerry Way
Director of Transportation

Title

Signature delegated by
Board of Supervisors

Attest:

Resolution No. _____

ant *Dawn Bullwinkel*
CITY CLERK 9-25-08

Approved As To Form:

Approved As To Form:

Deputy County Counsel

[Signature]
Deputy City Attorney

Sacramento County Red Light Photo Enforcement Criteria for Issuance

Photo Viewing

1. Limit line must be visible in front of vehicle in 1st photo.
2. Vehicle must have continued into intersection in 2nd photo.
3. Vehicle must be identifiable in both photos.
4. Violator vehicle must match data box loop lane in 1st photo.
5. Red time must be .2 seconds or greater in 1st photo.
6. Data box speed must be at least 12 mph for left turns and 15 mph for straight through.
7. Vehicle must have front and/or rear license plate and be legible.
8. Yellow time must be in accordance with state law (CVC 21455.7).
9. Photo of driver must be identifiable.

Driver lookup

1. Registered owner of vehicle must not be an obvious different gender from driver.
2. Registered owner of vehicle must not be an obvious age mismatch from driver.

Issuance

1. Citation must be sent via U.S mail within 11 days of violation to the current address of registered owner of the vehicle on file with the DMV accompanied with a certificate of mailing as evidence of service, to comply with CVC 40518.