

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

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into this _____ day of _____, 2019, by and between the City of Sacramento (“City”), acting by and through its Department of Public Works (“DPW”), and the County of Sacramento (“County”), and 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 Photo Enforcement Program” or “RLPE 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 RLPE 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 Photo Enforcement Programs which documented a 44% decrease in red light related collisions at Red Light Photo Enforced intersections in the City (second highest reduction in the state); and

WHEREAS, the County currently utilizes a RLPE Program in the unincorporated areas of the County (“County Program”).

WHEREAS, the County has managed the RLPE 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 RLPE 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 two (2) years with four (4) one (1) year options. The two (2) year period shall commence when both the flat-fee contract between Conduent State & Local Solutions, Inc., and the County and this MOU are executed and effective. This MOU may be extended for an additional four (4) years if the contract with Conduent State & Local Solutions, Inc. is extended for an additional four (4) years. The County will provide written notice to the City ninety (90) days prior to executing and extension with Conduent State & Local Solutions, Inc. so the MOU between the County and City can formally be extended by written agreement signed by County and City. Either Party may terminate this MOU for its convenience, upon giving ninety (90) 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 Conduent State & Local Solutions, 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: Hector Barron
 Public Works Director
 915 I Street, Room 2000
 Sacramento, CA 95814
 (916) 808-8300

Notice to the County: Captain Annica Hagadorn
 Sacramento County Sheriff's Department
 Metropolitan Red Light Photo Enforcement Program
 2101 Hurley Way
 Sacramento, CA 95825
 (916) 875-1296

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 RLPE 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 RLPE Program, whether the violation occurs in the City or County. Any changes to the criteria shall be mutually agreed to by County and City and reflected in a new Attachment A before any changes become effective.
- 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 RLPE 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. The County may issue notices to appear for violations of CVC §21453 that were detected by a RLPE 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 RLPE Program in the City in accordance all applicable laws including, but not limited to, CVC §§ 21455.5 and 21455.7.
- D) The DPW shall maintain signs that identify the presence of a RLPE Program in all directions at those intersections within the City that are equipped with a RLPE camera 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 RLPE camera is installed during the term of this MOU. The installation and maintenance of these signs shall comply with CVC § 21455.5(a).
- E) The DPW shall make all signal timing modifications within the City that are required for the effective operation of the County's RLPE Program in the City, and shall ensure that the yellow phase time complies with CVC § 21455.7.

- F) The DPW will identify new locations for RLPE cameras in the City with assistance from the County; and, the DPW will review, and shall have the authority to approve or reject, all plans for new RLPE camera locations in the City.
- G) The County shall operate and manage the RLPE 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 RLPE Program in the City as specified below:
- All monthly costs associated with the flat-fee contract between the Conduent State & Local Solutions, Inc., the cost of County personnel and CHP officers assigned to the County's RLPE Program in the City including 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 RLPE program, which would be paid by the County, outside the scope of the contract between the County and Conduent State & Local Solutions, Inc.
- J) The County shall conduct monthly inspections at each intersection in the City equipped with a RLPE 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 trigger mechanisms to insure all mechanisms are approved, inspection of intersection approaches to confirm proper red light signage pursuant to 21455.5 CVC, and inspection of RLPE 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 RLPE 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 RLPE 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 RLPE 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 RLPE 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 eleven operational cameras in the City. The addition of any new camera units will require the mutual consent of both the DPW and the SSD, and be within established guidelines pursuant to 21455.5 (A) CVC, 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, for reasons related to traffic safety.
- M) Except in the event of an emergency, DPW shall give at least ninety (90) days' notice to the County if any change, modification or construction is to take place at or near any RLPE camera location that would impact the operation of any RLPE camera or cameras. The purpose of the ninety-day period is to allow sufficient time to coordinate and or install additional equipment to provide sufficient time to make any other changes that might be necessary to minimize the down-time for the County's RLPE Program in the City. In the event of an emergency, City shall provide notice of any change, modification or construction to address the emergency as soon as reasonably practicable.
- N) Prior to implementing any change in the County's RLPE 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 Conduent State & Local Solutions, 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

To the fullest extent permitted by law, each of the Parties shall indemnify, defend and hold harmless each of the other Parties, their respective governing boards, officers, directors, officials, employees, and authorized volunteers and agents from and against any and all claims, demands, actions, losses, liabilities, damages, and all expenses and costs incidental thereto (collectively "Claims"), including cost of defense, settlement, arbitration, and reasonable attorneys' fees, resulting from injuries to or death of persons, including but not limited to employees of either Party hereto, and damage to or destruction of property or loss of use thereof, including but not limited to the property of either Party hereto, arising out of, pertaining to, or resulting from the acts or omissions of the their respective governing boards, officers, directors, officials, employees, volunteers, agents, or contractors.

It is the intention of the Parties that the provisions of this indemnity be interpreted to impose on each Party responsibility for the acts and omissions of their respective governing boards, officers, directors, officials, employees, volunteers, agents or contractors. It is also the intention of the Parties that, where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each Party shall bear the proportionate cost of any Claims attributable to the fault of that Party, its governing board, officers, directors, officials, employees, volunteers, agents, or contractors.

This indemnity shall not be limited by the types and amounts of insurance or self-insurance maintained by the Parties.

Nothing in this Indemnity shall be construed to create any duty to, any standard of care with reference to, or any liability or obligation, contractual or otherwise, to any third party.

The provisions of this Indemnity shall survive the expiration or termination of the Agreement.

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 Party's 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 _____, 2019, and the County of Sacramento on _____, 2019.

COUNTY OF SACRAMENTO

Sheriff's Department

Signature

Title

Signature delegated by
Board of Supervisors

Resolution No. _____

Approved As To Form:

Deputy County Counsel

CITY OF SACRAMENTO,
a Municipal Corporation

By: _____
Hector Barron
Director of Public Works

Attest:

CITY CLERK

Approved As To Form:

Deputy City Attorney

City-County MOU Attachment A

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 0.10 seconds or greater in 1st photo.
6. Data box speed must indicate at least 12 mph for left and right turn violations, and at least 15 mph for straight through violations.
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.