

CITY COUNCIL
CONSENT CALENDAR

APPROVED
5/17/10

MAY 17, 2010

SUBJECT: AMENDMENT OF AGREEMENT WITH ACS STATE AND LOCAL SOLUTIONS, INC. FOR EXTENSION OF THE RED LIGHT PHOTO ENFORCEMENT PROGRAM

INITIATED BY: DEPARTMENT OF PUBLIC WORKS
(Sharon Perlstein, City Engineer) *SP*
(Oscar Delgado, Director of Public Works) *OD*

STATEMENT OF THE SUBJECT:

The City Council will consider approving a 5 year contact extension with ACS State and Local Solutions, Inc., to provide the red light photo enforcement program.

RECOMMENDATION:

1. Approve Amendment No. 5 to the Agreement with ACS State and Local Solutions, Inc., for the red light photo enforcement program and authorize the City Manager to sign the Amendment.

BACKGROUND ANALYSIS:

The City of West Hollywood's contract for the management of the red light photo enforcement program expires on June 30, 2010. The program is currently in its 12th year of operation. The City's goal of the red light photo enforcement program is to improve traffic and public safety by increasing compliance with traffic regulations, and by reducing traffic accidents and gridlock caused by red light violators.

The red light photo enforcement program includes operation of 24 cameras at the following 8 intersections:

- La Brea Ave/Fountain Ave
- Crescent Heights Blvd/Fountain Ave
- Beverly Blvd/Robertson Blvd
- La Cienega Blvd/Melrose Ave
- Fairfax Ave/Fountain Ave
- Sunset Blvd/La Cienega Blvd
- Santa Monica Blvd/Fairfax Ave
- Santa Monica Blvd/La Brea Ave

The camera housings are positioned to photograph red light violators as they travel straight through an intersection, perpendicular to opposing traffic. Broadside

accidents, which have the highest incidence of bodily injury, are associated with red light violations of through movements. West Hollywood does not use cameras to enforce right or left turn violations.

The City has been successful in reducing accidents and violations throughout the term of the project. In addition to the red light cameras, the City has updated traffic signal timing to better coordinate traffic flow as well as installed "count down" pedestrian indicators on the traffic signals at the photo enforced intersections. With these infrastructure improvements working in concert with the red light cameras, motorists are better able to anticipate when a light will switch to red, thereby reducing the number of red light citations.

The City Engineer has conducted a comprehensive study of the red light photo enforcement program, to explore options for cutting costs while at the same time continuing to provide the traffic and public safety benefits of the program. The camera equipment has been fully depreciated during previous years of the program. Also, as violations and citations issued have continued to drop, the processing expenses are lower. The Vendor ACS State and Local Solutions, Inc. has been very cooperative during the evaluation.

For FY 2009-10, the red light photo enforcement contract with ACS State and Local Solutions, Inc., has been for an annual amount of \$834,000. This boils down to a monthly cost of \$2,896 per camera, for each of the 24 cameras. Two years worth of monthly citation data (2008 and 2009) was studied for each of the camera locations. Through this analysis eight camera locations were identified where the citations issued have dropped to a number so low that the monthly cost for operation of the camera exceeds the monthly citation revenue. Six of these eight cameras are at intersection approaches where there has been an average of 15 or fewer red light citations per month. The number of broadside accidents at these six intersection approaches has dropped compared to data on record prior to the program starting. Considering other camera locations average over 100 citations per month, it is evident that the six cameras at the low violation approaches could be rotated out of operation as a means to reduce program costs.

Under the scenario of rotating six cameras out operation, ACS State and Local Solutions, Inc. would continue to fully operate 18 cameras. The annual amount for the contract is proposed at \$550,000. This would be a savings on expenditures of \$284,000. Based on 2009 citation data, the annual loss in citation revenue from the six eliminated cameras is estimated at approximately \$81,120. The reduced revenue is more than compensated by the lower annual contract cost for program management. The proposed contract Amendment is for a term of 5 years, with the annual contract fixed at the not to exceed amount of \$550,000 for the first two years. For years 3 through 5, the vendor would have a 2.5% fee increase each year. The chart below shows the annual contract costs:

Fiscal Year	Not to Exceed Contract Amount
2010-11	\$550,000
2011-12	\$550,000
2012-13	\$563,750
2013-14	\$577,844
2014-15	\$592,290

The scope of services for ACS State and Local Solutions, Inc. through the term of the contract is described in the attached Amendment.

CONFORMANCE WITH VISION 2020:

This item is consistent with *the Primary Strategic Goal of INSTITUTIONAL INTEGRITY, TRANSPORTATION SYSTEM IMPROVEMENT and COLLABORATIVE PUBLIC SAFETY.*

EVALUATION:

This contract complies with State laws, and City staff, Sheriff's Department, and ACS State and Local Solutions, Inc., have continued to perform their due diligence to adhere to all Photo Enforcement Vehicle Code requirements. All capital expenses for the installation of the cameras, housings and loop equipment were paid by program revenues in prior years. The Agreement has a cancellation clause, which the City may exercise for any reason. In the event the goals of the program are not being met, the City Council may terminate the photo enforcement program.

ENVIRONMENTAL SUSTAINABILITY AND HEALTH:

Red light running is estimated to cause more than 200,000 injuries and 1,000 deaths annually in the U.S., with fatality rates higher in the Western states. West Hollywood's program records over 25,000 red light violations annually, and it would be impossible given the magnitude of the problem to attempt to alter dangerous driver behavior using traditional law enforcement techniques, i.e. Sheriff's on motorcycles.

OFFICE OF PRIMARY RESPONSIBILITY:

Department of Public Works (Engineering Division).

FISCAL IMPACT:

The proposed contract Amendment is for a term of 5 years, with the annual contract fixed at the not to exceed amount of \$550,000 for the first two years. This is an annual savings of \$284,000. Funds to cover years 1 and 2 have been

included in the budget planning for FY 2010-11 and FY 2011-12. For years 3 through 5, the vendor would have a 2.5% fee increase each year. This increase will be included in future year budget planning.

Program revenues are allocated to West Hollywood based on State legislation which defines the fine amount and fund distribution to the Court, City, State, and County agencies. The revenue rate to the City per citation ticket for 2009-10 has been \$146.31. Annual revenue from paid citations with the current program of 24 cameras is approximately \$1,100,000. Under the proposed amendment, with 18 cameras, projected annual revenue from paid citations is \$1,020,000. Fine amounts will be increasing under recently approved State legislation; however the City's allocation remains the same. Should the City wish to make adjustments in the allocation formula, the City Council would need to actively seek changes in State legislation.

1186

CONTRACT AMENDMENT AUTHORIZATION FORM

COMPLETED BY DIVISION

MAIN CONTRACT#: 1186 CONTRACT DESCRIPTION: AMENDMENT #5 FOR RED LIGHT PHOTO ENFORCEMENT

CITY STAFF CONTACT PERSON
(enter the name of the person to whom we should return the staff copy): Sharon Perlstein

VENDOR#: 312087 VENDOR NAME: ACS State and Local Solutions

SUPPLEMENT TYPE: (select one) Amendment Change Order

SUPPLEMENT DESCRIPTION: **Amendment #5 to Agreement for Red Light Photo Enforcement program services. This Amendment extends the term of the Agreement for 5 years and establishes the annual not-to-exceed contract amount for each year.**

Fiscal Year	Annual Not to Exceed Contract Amount
2010-11	\$550,000
2011-12	\$550,000
2012-13	\$563,750
2013-14	\$577,844
2014-15	\$592,290

EFFECTIVE DATE: 7 / 1 / 10 COMPLETION DATE: 6 / 30 / 15 COUNCIL MEETING DATE (OVER \$25,000): 5 / 17 / 10

ADDITIONAL AMOUNT (DO NOT INCLUDE ORIGINAL CONTRACT AMOUNT OR CONTRACT REMAINING BALANCE IN THIS TOTAL)
\$ See Chart Above

DIRECTOR APPROVAL: *SP. [Signature]* APPROVAL DATE: 6/9/10

COMPLETED BY CITY CLERK

Insurance Type	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	POLICY AMOUNT
General Liability	a		
Automobile	a		
Workers Comp	a		
Professional Liability	a		
Other	a		
	a		
	a		
	a		

Changes to Insurance Requirements OK: Finance/Risk Management Date: _____

Supplement Review: City Clerk [Signature] Date: 6/2/10

Notes: Edit Post

CITY OF WEST HOLLYWOOD
AMENDMENT No. 5 TO AGREEMENT FOR SERVICES
Amendment – Basic

#1186
 Amend. #5
 Supplemental 693

This Amendment No. 5 (herein "AMENDMENT") to the Agreement and prior Amendment, is made on this 6th day of June, 2010 amends Agreement #1186 dated March 15, 1999 by and between the CITY OF WEST HOLLYWOOD, a municipal corporation (referred to herein as "CITY") and ACS State and Local Solutions, Inc., 606 S. Olive St., 23rd Floor, Los Angeles, CA 90014 (hereinafter referred to as the "CONTRACTOR").

RECITALS

- A. This AMENDMENT No. 5 shall amend the original Agreement #1186 dated March 15, 1999, between the CITY and CONTRACTOR and the prior Amendment No. 1 dated November 6, 2000, Amendment No. 2 dated June 24, 2004, Amendment No. 3 dated June 20, 2005, and Amendment No. 4 dated June 16, 2008 (hereinafter referred to as the "AGREEMENTS").
- B. The parties now desire to amend the Agreement in order to extend the time of performance by five (5) additional years to June 30, 2015.
- C. CITY and CONTRACTOR desire to amend the AGREEMENTS to amend the payment structure to a monthly flat rate to cover the costs of providing services under this extension.
- D. NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth below, CITY and CONTRACTOR agree as follows:
 - 1. Amend Article 6, add Section 6.6 "Amendment No. 5 Extension", to read as follows: "Agreement No. 5 Extension." The Agreement Period shall be extended five (5) years from July 1, 2010 to June 30, 2015.
 - 2. Amend Article 7, "PAYMENT FOR SERVICES", add 7.13 "Amendment No. 5 Extension". The payment for services is amended with the extension of the term of the agreement. The CITY shall pay to Contractor a monthly fixed fee as follows:

Fiscal Year	Monthly Fixed Fee (18 Cameras)	Annual Allowance for Camera Rotation	Annual Not to Exceed Contract Amount
2010-11	\$45,360	\$5,680	\$550,000
2011-12	\$45,360	\$5,680	\$550,000
2012-13	\$46,494	\$5,822	\$563,750
2013-14	\$47,656	\$5,972	\$577,844
2014-15	\$48,848	\$6,114	\$592,290

Pricing is based upon the operation of 18 cameras and 24 approaches.

CITY OF WEST HOLLYWOOD
AMENDMENT No. 5 TO AGREEMENT FOR SERVICES
Amendment – Basic

3. Amend Exhibit A, Scope of Services to add the following:

w) At any time in fiscal years 2012-13 through 2014-15, the CITY may elect at its sole discretion to operate up to 2 less approaches but not less than 16 approaches in any given month. CONTRACTOR will credit the CITY the corresponding approach fee.

At unoperational sites:

x) If the City elects to rotate operational approaches amongst the 24 approaches, CONTRACTOR will provide the service for \$500 per rotation, assuming all at-site system components still function.

y) CONTRACTOR will clean graffiti and replace warning signs monthly as necessary.

z) In the event of a pole-knock down, CONTRACTOR will ensure the equipment is secured, safe, and removed, but replacement will not be covered by the monthly fixed fee.

Except as herein amended, in all other respects the Agreement is reaffirmed and is in full force and effect.

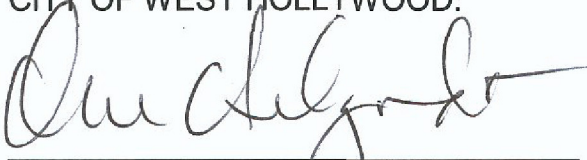
Executed on this 9th day of June, 2010.

CONTRACTOR: ACS State & Local Solutions, Inc.



Allen Shutt, VP Photo Enforcement

CITY OF WEST HOLLYWOOD:




Department Director



Paul Arevalo, City Manager

ATTEST:



City Clerk