



ADMINISTRATIVE REPORT

MEETING DATE: June 4, 2014

AGENDA SECTION: Consent Calendar
ITEM: 8.v.

TO: Honorable Mayor and City Council

FROM: Greg Williamson, Chief of Police

DATE: May 23, 2014

APPROVED

DEPARTMENT HEAD 

CITY ATTORNEY 

CITY MANAGER 

SUBJECT: Amendment No.2 to Agreement #08-015 with Redflex Traffic Systems, Inc. for photo red light enforcement program.

RECOMMENDATION:

Staff recommends approval of the amendment.

BACKGROUND:

On February 1, 2008, the City of Bakersfield entered into its second 5 year agreement with Redflex Traffic Systems, Inc. for digital automated red light photo enforcement cameras. Under this agreement the City pays a monthly flat fee for the twelve existing approaches. The agreement contains a provision for cost neutrality, which provides the City a safeguard from ever being required to pay Redflex more than actual cash received. The agreement also provides for an annual CPI increase and upgrades to all cameras.

On July 15, 2009, the City Council approved amendment No.1 to agreement #08-015. The amendment, initiated by Redflex Traffic Systems, Inc., deferred the monthly amount owed by \$250.00 per approach (\$3,000 per month), for the purpose of assisting the City with operating costs related to processing photo enforced red light citations, given the slow rate of collection at the time. The amendment also restarted the initial 5 year term of the agreement. All other provisions of the agreement remained in effect.

As stated above the agreement contains a provision for cost neutrality, which provides the City a safeguard from ever being required to pay Redflex more than actual cash received, and also provides for an annual CPI increase and upgrades to all cameras. As of April 30, 2014, the average annual net revenue to the City for this program, under agreement 08-015(1), is approximately \$78,684. This number represents about 14% of gross revenue received from photo enforced red light citations. However, net revenue as cited above does not take into account officer time reviewing and citing violations, nor does it include court time.

A sworn officer spends approximately 40 hours per week reviewing each red light incident, issuing citations, and appearing in court. The cost of this activity to the City is approximately \$55,211, or 70% of the annual net revenue received from this program.



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The Photo Red light Enforcement Program has proven to be a tremendous public safety tool to reduce injury-causing accidents. Since 2003, in photo enforced red light intersections, there has been an annual average reduction of 63.41% in broadside collisions, and a 32.48% annual average reduction in rear-end collisions. The table that follows outlines the history of rear-end and broadside collisions at each of the photo enforced intersections.

BAKERSFIELD PHOTO ENFORCED INTERSECTIONS TOTAL INTERSECTION COLLISION AVERAGES BEFORE AND SINCE ACTIVATION DATE

INTERSECTION	ACTIVE DATE	BROADSIDE (per year averages)			REAR -END (per year averages)		
		* PRE	* POST	% Δ	* PRE	* POST	% Δ
CHESTER/BRUNDAGE	01/01/03	9.30	3.00	-67.74%	5.10	3.60	-29.41%
BERNARD/OSWELL	01/01/03	6.40	3.40	-46.88%	1.90	3.50	84.21%
COFFEE/TRUXTUN	03/14/03	10.40	5.50	-47.12%	10.30	11.90	15.53%
MING/VALLEY PLAZA	03/29/04	10.80	4.70	-56.48%	4.70	4.60	-2.13%
MING/REAL	04/30/04	15.60	4.70	-69.87%	21.10	12.60	-40.28%
CALIFORNIA/OAK	11/10/04	16.80	4.50	-73.21%	19.20	10.70	-44.27%
CALIFORNIA/NEW STINE	04/28/05	12.20	4.20	-65.57%	14.30	11.80	-17.48%
WHITE/WIBLE	07/18/05	15.80	5.20	-67.09%	21.80	7.90	-63.76%
TOTALS		88.00	32.20	-63.41%	93.30	63.00	-32.48%

* Pre-Redflex data average based on 7 years prior to active date. Post-Redflex data average based on actuals through 09/30/13.

The proposed amendment, exercises the right to extend the term of the agreement for up to two (2) additional, consecutive two (2) year periods following the expiration of the term of the first amendment. All other provisions of the agreement shall remain in effect. No additional funds will be required, as this program is budgeted in the Traffic Safety Fund for the proposed FY2014-15 Budget.

**SECOND AMENDMENT TO
AGREEMENT BETWEEN THE CITY OF BAKERSFIELD AND REDFLEX
TRAFFIC SYSTEMS, INC (CALIFORNIA) FOR PHOTO RED LIGHT
ENFORCEMENT PROGRAM**

PARTIES AND DATE

This Second Amendment ("Amendment") is made and entered into this _____ day of _____, 2014. This amendment is made and entered into by and between Redflex Traffic Systems, Inc ("Redflex"); a corporation with offices at 6047 Bristol Parkway 1st Floor, Culver City, California 90230 ("Redflex"), and the City of Bakersfield, a municipal corporation, with offices at 1501 Truxtun Avenue, Bakersfield, CA (the "City").

WITNESSETH

WHEREAS, Redflex and the City have previously entered into an agreement dated January 16th, 2008 (hereafter referred to as the "Agreement"); and

WHEREAS, Redflex and City entered into the first amendment to the Agreement on July 15, 2009, which restarted the initial 5 year term of the Agreement; and

WHEREAS, under the Agreement, Redflex provides certain services to the City concerning the use of traffic cameras to enforce certain traffic violations in order to improve traffic safety by reducing red-light violations; and

WHEREAS, Redflex and the City wish to extend the Agreement as permitted by the terms of the Agreement;

NOW THEREFORE, in consideration of mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. Paragraph 2 of the Agreement entitled TERM is amended in its entirety to read as follows:

" From the executed date of this Second Amendment, the term of this Agreement will continue for a period of two (2) years (the "Renewal Term"). The City shall have the right, but not the obligation, to extend the term of the Agreement for an additional two (2) year term following the expiration of the Renewal 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 Redflex not less than thirty (30) days prior to the last day of the Initial Term or the Renewal Term, as the case may be."

All other provisions of the Agreement shall remain in effect.

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

“City”

“Redflex”

CITY OF BAKERSFIELD)

REDFLEX TRAFFIC SYSTEMS, INC.,

By: _____

Name: **HARVEY L. HALL**

Title: Mayor

By: _____

Name: **JAMES A. SAUNDERS**

Title: Chief Executive Officer

APPROVED AS TO FORM:

VIRGINIA GENARO

City Attorney

By: _____

Insurance: _____

APPROVED AS TO CONTENT:
BAKERSFIELD POLICE DEPARTMENT

By: _____

GREG WILLIAMSON

Chief of Police

COUNTERSIGNED:

By: _____

NELSON SMITH

Finance Director