

**AGREEMENT FOR SERVICES
RED LIGHT CAMERA SYSTEM MANAGEMENT**

This Agreement is dated this ____ day of _____, 2016, by and between the City of Napa, a municipal corporation (hereinafter referred to as the "City"), and Redflex Traffic Systems, Inc., a corporation (hereinafter referred to as "Consultant").

RECITALS

A. The City requires a qualified contractor to provide comprehensive and fully integrated red light traffic safety management services.

B. The Consultant is qualified and experienced to provide such services.

NOW, THEREFORE, said City and said Consultant for the considerations hereinafter set forth, mutually agree as follows:

1. SCOPE OF WORK. Consultant shall perform those services described as Tasks in the Scope of Work and Schedule of Performance attached hereto as Exhibit "A" and incorporated herein by reference within the time frames stated therein.

2. COORDINATION. Consultant shall assign Marc Carroll, to personally participate in said project and to coordinate the activities of the Consultant.

3. COMPENSATION. City shall pay Consultant as compensation in full for such services and expenses at the rates set forth in the Compensation Rates and Charges attached hereto as Exhibit "B" and incorporated herein by reference. . Progress payments will be tied to completion of tasks so all payments are proportional to the work completed. Consultant shall submit invoices on a monthly basis by the 10th of the following month. Payment by the City for services by the Consultant will be made after the services have been performed, in accordance with the negotiated fee schedule.

4. TERM. The term of this Agreement shall be from January 1, 2017 to December 31, 2020. The City of Napa 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 this Agreement. 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 this Agreement. As provided herein; the obligations of the parties under Paragraph 12 (Indemnification) and Paragraph 13 (Insurance) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of this Agreement, and the obligations of Consultant to City shall also continue after said expiration date or early termination in relation to the obligation prescribed by Paragraph 10 (Records of Performance), Paragraph 21 (Taxes), and Paragraph 26 (Confidentiality).

5. NOTICES. All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

TO CITY: Pat Manzer, Police Captain
CITY OF NAPA
P.O. Box 660
NAPA, CA 94559-0660

TO CONSULTANT: Redflex Traffic Systems, Inc.
5651 West Talavi Boulevard, Suite 200
Glendale, AZ 85306-1884
Attn: Mr. Marc Carroll

and when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this Paragraph.

6. AMENDMENT OF SCOPE OF WORK. City shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the Consultant to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum merit, etc. for work done without the appropriate City authorization.

7. CITY'S RIGHT TO TERMINATE/SUSPEND CONTRACT. At any time and for any or no reason, City shall have the right to terminate this Agreement, take possession of the Consultant's work, e.g., studies, preliminary drawings, computations, specifications, etc., insofar as they are complete and acceptable to the City and use the same, and pay the Consultant such equitable proportion of the total remuneration as the work satisfactorily done by the Consultant at the time of such discontinuance bears to the whole of the work required to be done by the Consultant under the terms of this Agreement. Notwithstanding the above, Consultant shall not be relieved from liability to City for damages sustained by virtue of any breach of this Agreement by Consultant, whether or not the Agreement was terminated for convenience or cause, and City may withhold payments not yet made to Consultant for the purpose of setoff until such time as the exact amount of damages due City from Consultant is determined.

8. CORRECTION OF WORK. The performance of services or acceptance of information furnished by Consultant shall not relieve the Consultant from obligation to correct any defective, inaccurate or incomplete work subsequently discovered and all such work shall be remedied by the Consultant on demand without cost to the City.

9. DELAYS AND EXTENSIONS. Time is of the essence concerning performance of this Agreement; however, the Consultant will be granted time extensions for delays beyond the Consultant's control. Time extensions will be equal to the length of the delay or as otherwise agreed upon between the Consultant and the City.

10. RECORDS OF PERFORMANCE. Consultant shall maintain adequate records of contract performance costs, expenses, etc., and make these records available for inspection, audit, and copying by the City during the agreement period and for a period of three (3) years from the date of final payment. Such time for retention shall be extended if grant funds are used to fund this project require the same.

11. SUBCONTRACTING. The City shall be an intended beneficiary of any work performed by a subconsultant for purposes of establishing a duty of care between subconsultant and City. In accordance with Government Code Section 7550, Consultant agrees to state in a separate section of any filed report the numbers and dollars amounts of all contracts and subcontracts relating to preparation of the report.

12. INDEMNIFICATION. To the full extent permitted by law, Consultant shall indemnify, hold harmless, release and defend City, its officers, employees and agents from and against any and all actions, claims, demands, damages, disability, losses, expenses including attorney's fees and other defense costs and liabilities of any nature that may be asserted by any person or entity including Consultant, in whole or in part, arising out of Consultant's activities hereunder, including the activities of other persons employed or utilized by Consultant in the performance of this Agreement (including design defects and regardless of City's approval, use or acceptance of the work or work product hereunder) excepting liabilities due to the admitted or adjudicated sole negligence or willful misconduct of City. If the adjudicated or admitted sole negligence or willful misconduct of City has contributed to a loss, Consultant shall not be obligated to indemnify City for the proportionate share of such loss caused by such sole negligence or willful misconduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation

payable by or for Consultant under Worker's Compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by Consultant.

13. INSURANCE. Without limiting Consultant's indemnification provided herein, Consultant shall take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers (if other than the State Compensation Fund) with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of Consultant, its agents, employees or subcontractors:

A. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000.00 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

(1) The City, its officers, employees and agents, are covered as insureds for liability arising out of the operations performed by or on behalf of Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, agents and employees.

(2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

B. Automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice ten (10) days for non-payment of premium to City by certified mail.

C. Worker's Compensation insurance meeting statutory limits of Labor Code which policy shall [contain or be endorsed to contain a waiver of subrogation against City, its officers, agents, and employees and] provide for thirty (30) days prior written notice to City in the event of cancellation. If Consultant has no employees, Consultant may sign and file the following certification in lieu of insurance:

"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of that code before commencing with and during the performance of the work of this contract."

D. Professional liability insurance/errors and omission coverage in an amount no less than \$1,000,000.00 combined single limit (CSL). If insurance is written on a claim-made basis, Consultant agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.

E. Consultant shall furnish City with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by City. The endorsements shall be on forms provided by City or as approved by City Attorney. Any deductible or self-insured retention over \$100,000.00 shall be disclosed to and approved by City. If Consultant does not keep all required insurance policies in full force and effect, City may, in addition to other remedies under this Agreement, terminate or suspend this Agreement.

14. STANDARD OF CARE. City relies upon the professional ability of Consultant and representations regarding the type of work to be performed as a material inducement to entering into this Agreement. Consultant agrees to use reasonable care and diligence in rendering services under this

Agreement. Consultant is responsible for the work of all employees, subconsultants, and agents, and the negligence of one of them, if not adequately remedied by Consultant, shall be conclusively deemed to be the negligence of Consultant. Consultant agrees that the acceptance of his work by City shall not operate as a waiver or release of said obligation of Consultant. The absence, omission, or failure to include in this Agreement, items which are normally considered to be a part of generally accepted professional procedure or which involve specialized professional judgment appropriate to the type of work to be performed under this Agreement shall not be used as a basis for submission of inadequate work or incomplete performance.

15. **COVENANT AGAINST CONTINGENT FEES.** The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. **CONFLICT OF INTEREST.** Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

17. **STATEMENT OF ECONOMIC INTEREST.** If City determines Consultant comes within the definition of Consultant under the Political Reform Act (Government Code §87100), Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the City of Napa disclosing Consultant and/or such other person's financial interests. In such case, Consultant shall not make or participate in making or in any way attempt to use Consultant's position to influence a governmental decision in which Consultant knows, or has reason to know, Consultant has a financial interest other than the compensation promised by this Agreement. Consultant represents that Consultant has diligently conducted a search and inventory of Consultant's economic interests, as defined in the regulations promulgated by the Fair Political Practices Commission, and has determined that Consultant does not, to the best of Consultant's knowledge, have an economic interest that would conflict with Consultant's duties under this Agreement. Consultant will immediately advise the General Counsel of Authority if Consultant learns of an economic interest of Consultant's during the term of this Agreement.

18. **DEFAULT.** If Consultant should fail to perform any of his obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, City may terminate this Agreement by giving Consultant written notice of such termination, stating the reason for such termination. In such event, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total fee; provided, however, that the City may withhold payments not yet made to Consultant for the purpose of setoff until such time as the exact amount of damages due City from Consultant is determined.

19. **THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

20. **INDEPENDENT CONTRACTOR.** The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of the City and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides its employees. In the event City exercises its right to terminate this Agreement, Consultant expressly agrees that he/she shall have no recourse nor right of appeal under rules, regulations, ordinances or laws applicable to employees.

21. TAXES. Consultant agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold the City harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations.

22. EMPLOYMENT PRACTICES. Consultant shall not discriminate in its performance under the Agreement either directly or indirectly on the grounds of race, color, religion, sex, age, national origin, or other prohibited grounds in its employment practices, and shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or other prohibited grounds.

23. COMPLIANCE WITH LAW.

A. Consultant shall study and comply with all applicable federal, state and local laws, rules and regulations affecting the Consultant and his/her work hereunder and shall ensure that all subcontractors do the same. Consultant represents and warrants to City that Consultant has and will keep in effect during the term of this Agreement all licenses (including but not limited to the City of Napa business license), permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession and to do the work hereunder.

B. Consultant agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of Consultant performing any services under this Agreement have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. Consultant shall make the required documentation available upon request to City for inspection.

24. TITLE TO DOCUMENTS. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the Consultant under the Agreement, including the unlimited license to use the same for completion and maintenance of the project described in this Agreement, shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to the City without restriction or limitations on their use. Consultant may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement or until ninety (90) days after receipt of final payment from City.

25. RIGHT TO ADEQUATE ASSURANCE OF PERFORMANCE. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arises with respect to the performance of either party, the other may in writing demand adequate assurance of due performance, and until it receives such assurance, may, if reasonable, suspend any performance for which the agreed return has not been received. "Reasonable" includes not only the conduct of a party with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceed fifteen (15) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

26. CONFIDENTIALITY. Consultant shall treat all information obtained from City in the performance of this Agreement as confidential and proprietary to City. Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential. Consultant agrees that it will not use any information obtained as a consequence of the performance of work

for any purpose other than fulfillment of Consultant's scope of work. Consultant will not disclose any information prepared for City, or obtained from City or obtained as a consequence of the performance of work, to any person other than City, or its own employees, agents or subcontractors, who have a need for the information for the performance of work under this Agreement unless such disclosure is specifically authorized in writing by the City. Consultant shall advise City of any request for disclosure of information or of any actual or potential disclosure of information. Consultant's obligations under this paragraph shall survive the termination of this Agreement.

27. ACCIDENT REPORT. If any damage (including death, personal injury, or property damage) occurs in connection with the performance of this Agreement, Consultant shall promptly submit to the City Clerk's Office a written notice of such accident with the following information:

- A. Name and address of the injured or deceased person(s);
- B. Name and address of any witness;
- C. Name and address of Consultant's insurance company; and
- D. A detailed description of the damage and whether any City property was involved.

28. ELECTRONIC COMMUNICATIONS. During the course of this Agreement, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Consultant and the City acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses or similar destructive electronic programs. Consultant and the City view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Consultant agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

29. ELECTRONIC OR MAGNETIC DATA. If the Scope of Work requires that Consultant provide documents in electronic or magnetic formats, they shall be provided in a manipulative form. City recognizes that electronic or magnetic data and its transmission may be damaged, may develop inaccuracies during use, and may contain viruses or other destructive programs, and that software and hardware operating systems may become obsolete. Consultant shall not be liable for any loss of use, profit, or any other damages arising from City's reuse, misuse, modification, or misinterpretation of the data submitted in electronic or magnetic form. Nothing contained in this paragraph shall affect the indemnification or standard of care required hereunder for Consultant with respect to Consultant's work and work products delivered in hard copy.

30. GENERAL PROVISIONS.

A. Headings. The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

B. Severability. If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.

C. Governing Law, Jurisdiction, and Venue. The interpretation, validity, and enforcement of this Agreement shall be governed and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Napa.

D. Attorney's Fees. In the event any legal action is commenced to enforce or interpret this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, whether or not such action proceeds to judgment.

E. Assignment and Delegation. This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Consultant's duties be delegated without the written consent of City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

F. Modifications. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

G. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

H. Time. Time is of the essence in carrying out the duties hereunder.

I. Entire Agreement. This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

J. Each Parties' Role in Drafting the Agreement. Each party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

K. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF NAPA:

(Signature)

(Type name and title)

ATTEST:

(Signature)

Dorothy Roberts, City Clerk

(Type name and title)

CONSULTANT:

Redflex Traffic Systems, Inc.

(Type name of Consultant/form of organization)*

By:

(Signature)

(Type name and title)

By:

(Signature)

COUNTERSIGNED:

(Signature)

Desiree Brun, City Auditor

(Type name and title)

APPROVED AS TO FORM:

(Signature)

Michael W. Barrett, City Attorney

(Type name and title)

Budget Code: 20104-53201

(Type name and title)

Address: 5651 West Talavi Boulevard, Suite 200
Glendale, AZ 85306-1884

Telephone: _____

*Corporation, partnership, limited liability corporation, sole proprietorship, etc. Unless corporate resolution delegates an individual to sign contracts, an agreement with a corporation shall be signed by the President or Vice President **and** the Secretary or Treasurer of the corporation. A general partner shall sign on behalf of a general partnership. The managing member, if authorized, may sign on behalf of a limited liability corporation.

EXHIBIT "A"

SCOPE OF WORK

AND

SCHEDULE OF PERFORMANCE

1. **General System Objectives**

1. **System:** Consultant shall provide City with and manage the operation of a comprehensive and fully integrated red light traffic safety system. Contractor will deploy traffic safety camera equipment at designated arterial intersections, covering one to four lanes at each intersection. At selected intersections, up to four lanes will require traffic safety camera enforcement, including any turn lanes. Services shall include all hardware, software, installation, maintenance, operation, and all back-office processing of violations as specified in this Exhibit A. Consultant shall retain ownership of the equipment.
2. **Services:** Consultant shall provide City with the following services:
 - (a) Maintain or install four camera systems to meet standards specified in this agreement, at the City's four existing intersection locations (Jefferson Street / First Street, SR29 / SR121, Trancas Street / Big Ranch Road, and Soscol Avenue / Imola Avenue), including establishment of baseline counts of red light violations at this initial set of four (4) intersections. This data should enable the City to gauge the impact of an automated traffic safety camera enforcement program.
 - (b) Site design, installation, maintenance and operation of automated camera systems at all selected intersections. The City will initially require installation of cameras at a set of four intersections selected by City. The City reserves the right, in its sole discretion with adequate prior notice to the Consultant, to increase the number of intersections included in the Program, using the rates and charges as set forth in the schedule of compensation rates and charges set forth in Exhibit "B.". These intersections and approaches will be analyzed in cooperation with the Consultant.
 - (c) Processing of data prior to providing access to chargeable violations via secure website to the Napa Police Department for review and authorization of citations by electronic signature for those events that meet specified criteria.
 - (d) Initial mailing of duly authorized citations to violators for payment, as well as possible electronic filing of notices with the Napa Police Department Records Management System (RMS) and the Napa Superior Courts.
 - (e) Ability to access DMV database to provide photograph of registered vehicle owner for comparison to infraction photograph.
 - (f) Ability to obtain in-state and out-of-state vehicle registration directly from DMV departments or by using NLETS or both. Consultant must hold NLETS Strategic Partner and must have passed the most recent NLETS audit. Consultant must have authorized access to LexisNexis®, Accurint® or similar system acceptable to the City of Napa.
 - (g) Maintenance of an on-line Internet viewing capability for use by police, court personnel and violators who receive a citation in the mail.
 - (h) Providing expert testimony at contested Court hearings until judicial notice is taken.
 - (i) Assistance with development of a public information and community outreach campaign.
 - (j) Providing regular statistical reports of program operations.
 - (k) Training of City staff involved in implementation of the Automated Red Light Camera Enforcement Program.

3. Scope of Work and System Standards

- (a) A photo red light camera system (the System"), for the purposes of this Agreement, shall be defined as the operation of all equipment, hardware, software, and personnel required for violator identification, using owner records from the DMV or appropriate out-of-state agency; mail out a citation as approved by the Napa Police Department; and send a notice to appear as approved by the Court and Judicial Council to all red light violators at a designated intersection approach. Consultant shall be authorized by NLETS to identify out-of-state license plates. Consultant shall have access to LexisNexis® Accurint® or similar system acceptable to the City of Napa. Required hardware shall include, at a minimum, all computer interfaces, software, digital cameras, flash strobes, sensor arrays, wiring, and any necessary appurtenances to support a fully functional photo red light enforcement system. The Consultant shall install all hardware including sensory arrays.
- (b) The System shall utilize high resolution, high speed, color digital camera equipment. The system shall provide megapixel resolution of at least twenty (20).
- (c) A secondary video camera shall be used to capture a short video clip of each violation using high definition video. .
- (d) The video camera shall also provide live viewing of the intersection at any time by the City without interfering with the red light system; and shall store the full 24-7 data for a minimum of 60 days and be available for recall and review by the City at actual speed or on a frame by frame basis.
- (e) Consultant must provide and install the poles, digital camera housings, sensors, related wiring and any ancillary equipment necessary to make the proposed photo red light enforcement system operational.
- (f) Malfunction of the photo red light enforcement system shall not interfere or cause a malfunction in the normal cycling and operation of the existing traffic control system in place at the intersection.
- (g) Consultant will install the poles, sensors and digital camera systems in accordance with professional standards. Consultant will be responsible for submitting any plans as prescribed by City Code, obtaining all necessary permits and adhering to all applicable City and State rules and regulations, signage, and building and construction standards.
- (h) Installations must conform to all local, state and federal guidelines and be performed by a qualified licensed contractor.
- (i) Identifying and installing underground facilities, prior to construction, shall be the responsibility of Consultant. When the installation occurs in the public right-of-way the underground facilities must be located directly by City public works and/or transportation departments.
- (j) Consultant shall provide digital camera systems capable of photographing both the front and rear of vehicles whose drivers commit red light violations. Additionally, the digital camera systems must be capable of clearly photographing and recording the identification of the driver of the vehicle that is reasonably believed to be committing a red light violation. The digital camera systems shall be capable of consistently obtaining an image of the front of those vehicles so as to clearly identify the driver. They must also obtain a clear image of the rear of vehicles so as to clearly identify the license plate. Images shall be clearly discernible and visible to the naked eye and without the use of enhancement equipment to view the photograph of the violator vehicle. Further, the digital camera systems must be capable of consistently obtaining photographs of both reflective and non-reflective license plates, regardless of glare. The cameras shall have the ability to operate effectively during nighttime operation and all weather conditions, including extreme heat, cold, fog and rain.
- (k) The digital camera systems must be capable of accurately detecting red light violators 24 hours per day.
- (l) The digital cameras shall have the capability of operating effectively under all weather conditions, including extreme heat and cold.

- (m) The systems may not use flood lights and/or more than one high speed strobe light for each camera.
- (n) Each digital camera system intersection installation shall be capable of accurately monitoring up to four traffic lanes for red light violations occurring concurrently; and shall be capable of separately identifying concurrent violations.
- (o) The System shall use a single camera to document the red light violation from the rear and a single camera from the front to capture the drivers face.
- (p) Consultant will be responsible for all maintenance and repairs of the System.
- (q) Consultant shall provide a secure Internet site through which the Police Department can review, and accept or reject citations. Other information gathered by the camera systems shall be available on the secure Internet site.
- (r) The system shall allow for live viewing of intersection video over a secure internet connection.
- (s) Consultant shall use isolation relays or equivalent to protect traffic signal equipment from noise, transient voltage, and any related remote interconnect or interference problems in accordance with the NEMA standards and must demonstrate that the system cannot record an erroneous violation (e.g. when the traffic signal is not in the red phase).
- (t) Consultant's System shall provide a convenient means of disconnecting it from the traffic signal system. The City shall retain the right to disconnect the Consultant's system from the traffic signal system when, in the opinion of the City, it is in the City's best interest to do so for purposes of maintenance, repair, troubleshooting or other reason related to the proper operation of the traffic signal system.
- (u) The System must provide remote diagnostics to identify any System failures and electronically notify the Consultant of such failures and system shut down. The Consultant shall maintain maintenance logs and provide methods for calibration, including self-calibration, of the equipment.
- (v) Consultant's System shall monitor status of the traffic signal via 120 VAC field terminals.
- (w) Each digital camera system intersection installation shall use less than 1 amp of power.
- (x) From point of data capture, all camera photos and accompanying video sequences must be capable of secure storage and transmission and capable of maintaining a secure chain of custody of evidence, including data and images collected.

4. Customer Service Requirements

- (a) Consultant shall provide the public with a secure Internet site for customer support to address citizen concerns and to allow viewing of violation photographs by the person named in the complaint, the admitted driver, or the responsible party in the case of a business or a government-owned vehicle. The secure Internet site shall provide the images and video clip of the violation for viewing by the violator. The secure Internet site shall be available 24 hours a day, 7 days a week (except reasonable downtime for scheduled maintenance). Consultant shall also provide a local or toll free telephone number for the public, staffed during normal business hours (9 AM to 5 PM, PST, Monday thru Friday), to answer questions concerning either the program or a specific complaint.

5. Bilingual Assistance

- (a) Consultant shall have at least one bilingual (English/Spanish) employee on-staff to respond to inquiries by telephone. Consultant shall provide trained staff with experience in a customer service environment to handle calls from the public who do not speak English and offer a third party translation service.

6. Citation Generation and Processing

- (a) For the purposes of this Agreement, the terms "citation," "complaint," and "charge" are synonymous and interchangeable. The term "court" shall mean the Superior Court of

- California-Napa. All citation processing shall be accomplished in a manner approved in advance by the City.
- (b) All processing procedures shall be conducted in a timely manner and in accordance with applicable court rules, state and local laws.
 - (c) In and out-of-state vehicle registration information is required to issue citations. Consultant shall demonstrate the ability to obtain and maintain access to the California DMV computer system to provide the required registered owner information and driver's license information. Consultant must be a NLETS approved Strategic Partner.
 - (d) Citations must be separately issued from a unique complaint number series and filed separately with the Court.
 - (e) Citations must be approved and issued by the Napa Police Department before mailing by Consultant. The citation must meet Court requirements before it is mailed.
 - (f) Consultant shall bear the costs for the printing and mailing of citations, as well as other associated costs and expenses required to manage a professional processing center.
 - (g) Consultant shall be responsible for processing all images and recording of all data related to individual citations.
 - (h) Consultant must operate, maintain, and run its own processing and mailing center to protect the chain of evidence, and shall ensure there is a clear, unobstructed image for each citation sent out.
 - (i) Each image of a violating driver must be visible and recognizable. Visual blockage of other vehicle occupants will be a business decision made by the Napa Police Department.
 - (j) All images produced by Consultant shall be used solely for prosecution of red light violations, except as otherwise permitted or required under applicable law.
 - (k) All images, which result in the issuing of a citation, shall clearly show the following:
 - i. A motor vehicle committing a suspected violation
 - ii. A driver's face
 - iii. An unobstructed rear license plate
 - iv. The color of the traffic signal
 - v. A physical location where the suspected violation occurred
 - (l) All images shall include a data line with the following information imprinted upon the image, but not obstructing the violation images:
 - i. Day, month, and year of the suspected violation
 - ii. Time of the suspected violation (hours: minutes: seconds)
 - iii. Traffic signal phase
 - iv. Direction of the vehicle photographed
 - v. Location code
 - vi. Elapsed time from beginning of the red indication
 - vii. Duration of the preceding yellow indication
 - viii. Posted Speed Limit
 - (m) In addition to the information listed above, the data line on the second image must also include the elapsed time from the first image.
 - (n) The images created must show the driver's face clearly enough to permit positive identification. Vehicle registration information should match the make and model of the vehicle in the photograph. The Napa Police Department will issue all of the citations and shall establish regulations as to how processing of the citations will occur.
 - (o) Consultant shall require a second review of all suspected violation images to ensure no misread registration plates will result in faulty citations.
 - (p) Consultant shall provide a method for the examination, retrieval and/or reproduction of images for any photographed vehicle, as requested or authorized by the Napa Police Department.

- (q) Consultant shall provide photographs with the citation for viewing by the citizen in receipt of the complaint. Optional customer-violator access to photographs and video clips, over a secure Internet site, is preferred.
- (r) Consultant must destroy all approved violation images produced by digital camera systems within 180 days from the date of the violation disposition, unless otherwise authorized by the Napa Police Department, in accordance with State law and Departmental policy.
- (s) Consultant shall maintain a proper evidence chain of custody, in accordance with established law, that meets the City requirements.

7. Reporting

- (a) Consultant shall have available on-line, through the designated Police Administrator, a monthly report of photo red light enforcement results.
- (b) Reports shall be current and available at all times on-line. The monthly report shall include a minimum of the following information:
 - i. Total number of violations captured by red light camera systems
 - ii. Total number of actionable violation images by red light camera systems
 - iii. Total number of un-actionable violation images by red light camera systems, itemized by reason for non-issuance
 - iv. Total number of citations filed with the Court for red light violations
 - v. Total citations paid
 - vi. Total revenue collected
- (c) Consultant shall provide any other such report(s) and document(s) as are reasonably necessary to ensure compliance with the City's guidelines, applicable law or is otherwise helpful to further the mission of the red light enforcement program.

8. Training

- (a) Consultant shall provide reasonable and necessary on-site training in the operation of the digital camera systems for appropriate City staff. This training shall provide the City's traffic signal staff with an understanding of how the digital camera system operates and a detailed understanding of how the photo red light system interfaces with the City's traffic signal equipment. Training in periodic maintenance shall be provided by Consultant if deemed necessary by the City of Napa. Inspection by City Staff of Consultant's facilities shall be provided as part of training. City shall be entitled to inspect Consultant's facilities at any time, with or without notice.
- (b) Consultant shall provide training on any proposed use of Consultant's computer system, and internet-based access, to authorized City staff.
- (c) Consultant shall submit an overview of the training of its employees and any expert witnesses the City, Court, or Consultant will require to further the efforts of the program.

9. Court Testimony

- (a) Consultant shall provide documentation as necessary to describe the maintenance, repair records, technical operation of the digital camera systems and related equipment for contested citations.
- (b) If the Court requires an expert witness or percipient witness regarding the authentication and/or foundation for the admission of evidence, testimony by witnesses will be provided by Consultant at no additional cost to the City.

10. Community Awareness

- (a) Consultant shall assist with the design of an on-going media campaign, to be implemented by the Police Department, to provide awareness to the citizens and visitors of the City. In addition, Consultant may be required to attend public meetings and assist the Police Department and any other appropriate City staff in demonstrating the equipment used for the photo red light enforcement program.
- (b) Prior to issuing citations to violators, a 30-day courtesy warning period will occur. During this time Consultant will send a letter, subject to prior written approval of the Police Department, to violators notifying them of their offense.
- (c) Consultant shall provide advanced warning signs for each approach of an enforced intersection in accordance with the Manual on Uniform Traffic Control Devices and the California Vehicle Code.
- (d) News releases pertaining to this procurement or any part of the subject shall not be made without prior written approval of the Police Administrator.

EXHIBIT "B"

COMPENSATION RATES AND CHARGES

Pricing

Our pricing for this program is \$3,500 per intersection, per month.

Early Payment Discount

Redflex agreed to offer the City a discount of 1% per month if the invoice is paid in full within 15 days.

Payment Terms

Redflex shall invoice City on a monthly billing cycle. City shall pay the monthly cost of service no later than 30 days after the end of each monthly term. If City pays no later than 15 days after the end of each monthly term, City may deduct 1% of the full invoice amount from its payment..

