

**THIS PRINT COVERS CALENDAR ITEM NO.: 10.5**

**SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY**

**DIVISION:** Sustainable Streets

**BRIEF DESCRIPTION:**

Approving the Amendment #5 to San Francisco Municipal Transportation Agency (SFMTA) Contract No. 2008/9-52, Red Light Camera Automated Photo Enforcement Program (Contract), with Conduent State and Local Solutions, Inc. (Contractor), to increase the contract amount by \$400,000 for a total amount not to exceed \$9,900,000 and no extension of time.

**SUMMARY:**

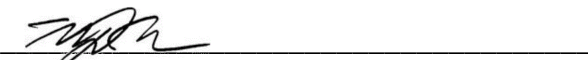

- Since 1996, the City has operated its Red Light Camera Automated Photo Enforcement Program (Program) to photograph and issue citations to vehicles that illegally enter red-light camera-enforced intersections after the start of the red-signal phase.
- Since then, the technology and equipment used for the Program’s existing Red Light Camera Automated Photo Enforcement System has become outdated.
- In 2015, the SFMTA competitively selected a new contractor to design a replacement of the existing system. That contractor, American Traffic Solutions, completed design of the replacement system. The replacement system will be installed and operational at the first of 13 enforced intersections by November 2018.
- The SFMTA desires a seamless transition between the existing and replacement systems and wishes to avoid any interruption in the issuance of citations under the Program.
- The Amendment will increase the total not-to-exceed amount of the Contract by \$400,000 to pay for the Contractor’s costs to provide support with the issuance of citations until the first citations are issued under the replacement system.

**ENCLOSURES:**

1. SFMTAB Resolution
2. Fifth Amendment

**APPROVALS:**

**DATE**

DIRECTOR		8/13/2018
SECRETARY		8/13/2018

**ASSIGNED SFMTAB CALENDAR DATE:** August 21, 2018

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### **PURPOSE**

Approving the Amendment #5 to SFMTA Contract No. 2008/9-52, Red Light Camera Automated Photo Enforcement Program, with Conduent State and Local Solutions, Inc., to increase the contract amount by \$400,000 for a total amount not to exceed \$9,900,000 and no extension of time.

### **STRATEGIC PLAN GOALS AND TRANSIT FIRST POLICY PRINCIPLES**

The SFMTA will further the following goal of the Strategic Plan through execution of the contract amendment.

Goal 1: Create a safer transportation experience for everyone.

Objective 1.1: Achieve Vision Zero by eliminating all traffic deaths.

The SFMTA will further the following Transit First Policy Principle through execution of the contract amendment.

1. To ensure quality of life and economic health in San Francisco, the primary objective of the transportation system must be the safe and efficient movement of people and goods.

### **DESCRIPTION**

#### Red Light Camera Automated Photo Enforcement Program

In 1996, the City and County of San Francisco was one of the first cities in the United States to implement a program to enforce red-light running using automated cameras. Since then, the City has operated its Red Light Camera Automated Photo Enforcement Program (Program) to photograph and issue citations to vehicles that illegally enter red-light camera-enforced intersections after the start of the red-signal phase. At the height of the Program in 2013, there were 47 enforced approaches at 26 intersections. There are currently 32 enforced approaches at 20 intersections.

The Program has proven to be a valuable tool in reducing red-light related collisions by up to 40% at enforced intersections. In addition, the Program has generated a “spill-over” effect of reducing red light collisions at neighboring intersections, which may not be red-light camera enforced.

#### Existing System

In 2011, the SFMTA and the Contractor entered into the Contract, under which the Contractor provides certain services to support the SFMTA’s administration of the Program, including support with the issuance and defense of citations. Since 2011, the technology and equipment used for the Program’s existing Red Light Camera Automated Photo Enforcement system has become outdated and will likely become obsolete soon.

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Since 2011, the Contractor has changed its name from ACS State & Local Solutions to Xerox State & Local Solutions, and then, from Xerox State & Local Solutions., to Conduent State and Local Solutions, Inc.

#### Replacement System

In 2015, the SFMTA issued a Request for Proposals to replace the existing system with state-of-the-art technology and equipment. The SFMTA selected American Traffic Solutions Inc. (ATS) as the Program's new contractor.

In July 2017, ATS completed design for the replacement system, and, in November 2017, San Francisco Public Works awarded a separate contract to Bay Area Lightworks, Inc. (Lightworks) to construct the infrastructure to support, and install, the new system. Notice to proceed with construction under the construction contract was issued in April 2018. Based on this schedule, the SFMTA estimated Lightworks would start construction for and installation of the replacement system in Spring 2018, and issuance of citations under the replacement system would commence in Summer 2018.

The SFMTA reduced the Contractor's scope of services accordingly so that, commencing July 2018 and through the end of 2018, the Contractor would provide only the court support services required to defend citations issued under the existing system. The SFMTA did not intend for the Contractor to assist with the issuance of citations during this time because ATS would assume this role after the installation of the replacement system.

In July 2017, the SFMTA executed the Fourth Amendment to the Contract to extend the contract term so the Contractor would continue to provide a limited scope of services through December 2018. In June 2018, however, Lightworks indicated it would not commence construction for the replacement system until September 2018. Because of this construction delay, the replacement system will not likely be installed and ready to support the issuance of citations at the first of 13 camera-enforced intersections until November 2018.

#### Transition from Existing to New System

The SFMTA desires a seamless transition between the existing and replacement systems and wishes to avoid any interruption in the issuance of citations under the Program. To avoid such interruptions, the SFMTA requires the Contractor to provide the full scope of services under the Contract until the replacement system is installed and operational (i.e., until citations can be issued) at the first of 13 enforced intersections. After that point, the Contractor would resume providing a limited scope of services to support the defense of citations issued under the existing system through the end of December 2018, as originally planned.

The SFMTA requires the Fifth Amendment to the Contract to increase the contract amount by \$400,000 (from \$9,500,000 to \$9,900,000) to pay for the Contractor's full scope of services during the transition period between the existing and replacement systems. This is a not-to-exceed amount, and the SFMTA does not require a commensurate extension in the term of the Contract.

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### Previous Amendments to the Contract

The Director of Transportation, under his Contracting Authority, has previously approved the following Amendments to the Contract:

- On June 14, 2013, the First Amendment to increase the Contractor's scope of services to support the enforcement of illegal right turns at Market St and Octavia Blvd.
- On April 16, 2014, the Second Amendment to exercise the SFMTA's option to extend the contract term for an additional two years until April 30, 2016.
- On March 25, 2016 the Third Amendment to: (i) extend the contract term for an additional 15 months, until July 31, 2017; and (ii) increase the not-to-exceed contract amount from \$7,500,000, to \$9,166,650.
- On July 18, 2017, the Fourth Amendment to: (i) extend the contract term by an additional 17 months, until December 31, 2018; (ii) increase the not-to-exceed contract amount by \$333,305, to \$9,500,000; (iii) decrease the number of enforced intersections under the Contract from 26 to 20; and (iv) provide for additional support services needed during the transition to ATS.

### **STAKEHOLDER ENGAGEMENT**

No outreach was done for this Amendment.

### **ALTERNATIVES CONSIDERED**

The Contract between the SFMTA and the Contractor includes the option for the SFMTA to self-administer the Program. If the SFMTA exercises this option, the Contractor would no longer provide its existing scope of services, and, instead, would lease software, and provide training and consultation and software development services to the SFMTA at the following cost:

Software license lease per month	\$447/month per enforcement location
Training per hour	\$120
Consultation services per hour	\$120
Software development services per hour	\$145

SFMTA staff has determined that self-administration of the Program is not the recommended method to proceed due to the lack of SFMTA staffing resources and sufficient technical knowledge to provide administrative and operational support for the program.

### **FUNDING IMPACT**

Funding for the Contract comes from the SFMTA's FY2019 and FY2020 Operating Budget in the amount of \$400,000.

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**ENVIRONMENTAL REVIEW**

On July 18, 2018 the SFMTA, under authority delegated by the Planning Department, determined that the contract amendment is not defined as a “project” under the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b).

A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors and is incorporated herein by reference.

**OTHER APPROVALS RECEIVED OR STILL REQUIRED**

Approval was obtained when the Civil Service Commission approved Contract number 48177-14-15 on July 31, 2015 and when the Department of Human Resources approved the modification of Contract number 484177-14-15 on November 13, 2017.

The City Attorney has reviewed this report.

**RECOMMENDATION**

Staff recommends that the San Francisco Municipal Transportation Agency Board of Directors approve the Amendment #5 to Contract No. SFMTA-2008/9-52, Red Light Camera Automated Photo Enforcement Program, with Conduent State and Local Solutions, Inc., to increase the contract amount by \$400,000 for a total amount not to exceed \$9,900,000.

SAN FRANCISCO  
MUNICIPAL TRANSPORTATION AGENCY  
BOARD OF DIRECTORS

RESOLUTION No. \_\_\_\_\_

WHEREAS, The SFMTA began the Red Light Camera Automated Photo Enforcement Program in collaboration with the Police Department in 1996, to reduce the number of collisions, property damage, physical injuries, and deaths caused by red-light running; and,

WHEREAS, The existing contract between Conduent State & Local Solutions, Inc. (Contractor) and the SFMTA was competitively procured through a request for proposals issued on August 5, 2009, for administering the existing enforcement portion of the Red Light Camera Automated Photo Enforcement Program; and,

WHEREAS, The SFMTA is in the process of transitioning to a new contractor and system for the Red Light Camera Automated Photo Enforcement Program as a result of a request for proposals issued by the SFMTA on April 14, 2015; and,

WHEREAS, The SFMTA desires a seamless transition between the Contractor and the new contractor, and wishes to avoid any interruption in the issuance of citations under the Red Light Camera Automated Photo Enforcement Program; and,

WHEREAS, The SFMTA requires an increase to the contract amount by \$400,000 to pay for the Contractor's full scope of services, including assistance with issuance of citations, during the transition period between the existing and replacement Red Light Camera Automated Photo Enforcement system; and,

WHEREAS, On July 18, 2018, the SFMTA, under authority delegated by the Planning Department, determined that the Red Light Camera Automated Photo Enforcement Program contract amendment is not defined as a "project" under the California Environmental Quality Act (CEQA) pursuant Title 14 of the California Code of Regulations Sections 15060(c) and 15378(b); and,

WHEREAS, A copy of the CEQA determination is on file with the Secretary to the SFMTA Board of Directors, and is incorporated herein by reference; and,

RESOLVED, That the San Francisco Municipal Transportation Agency Board of Directors approves the Amendment #5 to Contract No. SFMTA-2008/9-52, Red Light Camera Automated Photo Enforcement Program, with Conduent State and Local Solutions, Inc. to increase the contract amount by \$400,000 for a total contract amount not to exceed \$9,900,000 and no extension of time.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of August 21, 2018.

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Secretary to the Board of Directors  
San Francisco Municipal Transportation Agency

**City and County of San Francisco  
Municipal Transportation Agency  
One South Van Ness Ave., 7<sup>th</sup> Floor  
San Francisco, California 94103**

**Fifth Amendment  
Contract No. SFMTA-2008/9-52**

THIS AMENDMENT (Amendment) is made as of August 21, 2018, in San Francisco, California, by and between Conduent State & Local Solutions, Inc. (Contractor), and the City and County of San Francisco, a municipal corporation (City), acting by and through its Municipal Transportation Agency (SFMTA).

**Recitals**

- A. City and Contractor entered into the Agreement (defined below), under which Contractor provides certain Services (defined below) for City's Red Light Camera Automated Photo Enforcement Program (Program).
- B. The SFMTA has competitively selected a new contractor for the Program, and desires for the Program a seamless transition from Contractor to the new contractor.
- C. To ensure this seamless transition, the City and Contractor agree that Contractor will provide the full scope of Services until the new contractor's automated photo enforcement system is operational, but not to exceed the term of the Agreement as may be further amended.
- D. To cover the costs of the Services during this transition period, City and Contractor desire to amend the Agreement, on the terms and conditions set forth herein, to increase the amount of the Agreement by \$400,000, from \$9,500,000 to \$9,900,000.
- E. As required by San Francisco Administrative Code Chapter 21.1, the SFMTA competitively procured the Agreement through a request for proposals issued on August 5, 2009, and this Amendment is consistent with that procurement process.
- F. Approval for this Amendment was obtained when the Civil Service Commission approved Contract number 48177-14-15 on July 31, 2015, and when the Department of Human Resources approved the modification of Contract number 484177-14-15 on November 13, 2017.

NOW, THEREFORE, Contractor and the City agree as follows:

### **Definitions**

The following definitions shall apply to this Amendment:

**Agreement.** The term “Agreement” shall mean the Agreement dated May 1, 2011 between Contractor and City, as amended by the:

First Amendment, dated June 14, 2013, and

Second Amendment, dated April 16, 2014, and

Third Amendment, dated March 25, 2016, and

Fourth Amendment, dated July 31, 2017.

**Services.** The term “Services” shall mean the services Contractor provides to the SFMTA, as described in Appendix A.

**Other Capitalized Terms.** Capitalized Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

### **Modifications to the Agreement**

The Agreement is modified as follows:

Section 5.1 (Payment) of the Agreement is replaced in its entirety to read as follows:

Contractor shall provide an invoice to the SFMTA on a monthly basis for Services completed in the immediate preceding month, unless a different schedule is set out in Appendix B, “Calculation of Charges.” Compensation shall be made for Services identified in the invoice that the SFMTA’s designee, in his or her sole discretion, concludes has been satisfactorily performed. Payment shall be made within 30 calendar days of receipt of the invoice, unless the City notifies the Contractor that a dispute as to the invoice exists. In no event shall the amount of this Agreement exceed Nine Million, Nine Hundred Thousand Dollars (\$9,900,000). The breakdown of charges associated with this Agreement appears in Appendix B, “Calculation of Charges,” attached hereto and incorporated by reference as though fully set forth herein. In no event shall City be liable for interest or late charges for any late payments.

### **Effective Date**

The modifications set forth in Section 2 shall be effective on and after August 21, 2018.

### **Legal Effect**



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Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Contractor and City have executed this Amendment as of the date first referenced above.

<b>CITY</b>	<b>CONTRACTOR</b>
<p><b>San Francisco Municipal Transportation Agency</b></p> <hr/> <p>Edward D. Reiskin Director of Transportation</p> <p>Authorized By:</p> <p>Municipal Transportation Agency Board of Directors</p> <p>Resolution No: _____</p> <p>Adopted: _____</p> <p>Attest: _____ Roberta Boomer, Secretary</p> <p>Approved as to Form:</p> <p>Dennis J. Herrera City Attorney</p> <p>By: _____ Isidro Alarcón Jiménez Deputy City Attorney</p>	<p><b>Conduent State &amp; Local Solutions, Inc.</b></p> <hr/> <p>Holly Cooper Vice President - Portfolio Leader Public Safety Solutions Conduent State &amp; Local Solutions, Inc. 518 17th Street, Suite 300 Denver, CO 80202</p> <p>City Supplier number: 0000022388</p>