

THIS PRINT COVERS CALENDAR ITEM NO. : 10.8

**SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY**

DIVISION: Sustainable Streets

BRIEF DESCRIPTION:

Approving the Fourth Amendment to Contract No. SFMTA-2008/9-52, Red Light Camera Photo Enforcement Program Agreement, with Conduent State and Local Solutions, Inc. (formerly Xerox State & Local Solutions, Inc.) to extend the term of the contract by seventeen months to December 31, 2018; increase the contract amount by \$333,305 for a total contract amount not to exceed \$9,500,000; amend the scope of services to decrease the number of enforced intersections from twenty-six to twenty; and require the Contractor to perform program administration, and provide expert witness court testimony and all related services for citations previously issued by the Contractor during the transition process to a new Red Light Camera Photo Enforcement Program service provider.



SUMMARY:

- The SFMTA is in the process of transitioning to a new service provider for the Red Light Camera Photo Enforcement Program as a result of a Request for Proposals issued on April 14, 2015.
- Since the selection of a new service provider, the SFMTA desires to seamlessly transition existing Red Light Camera Photo Enforcement Program services from the existing Contractor to the new service provider.
- As a result, the City and the existing Contractor desire to modify the Contract to 1) extend the contract term 2) increase the contract amount; 3) amend the scope of services to decrease the number of enforced intersections; and 4) require the Contractor to perform program administration, and provide expert witness court testimony and all related services for citations.

ENCLOSURES:

1. SFMTAB Resolution
2. Fourth Amendment

APPROVALS:

		DATE
DIRECTOR	 _____	7/11/2017 _____
SECRETARY	 _____	7/11/2017 _____

ASSIGNED SFMTAB CALENDAR DATE: July 18, 2017

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PURPOSE

Approving the Fourth Amendment to Contract No. SFMTA-2008/9-52, Red Light Camera Photo Enforcement Program Agreement, with Conduent State and Local Solutions, Inc. (formerly Xerox State & Local Solutions, Inc.) to extend the term of the contract by seventeen months to December 31, 2018; increase the contract amount by \$333,305 for a total contract amount not to exceed \$9,500,000; amend the scope of services to decrease the number of enforced intersections from twenty-six to twenty; and require the Contractor to perform program administration, and provide expert witness court testimony and all related services for citations previously issued by the Contractor during the transition process to a new Red Light Camera Photo Enforcement Program service provider.

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 1.3 – Improve the safety of the transportation system.

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

In 1996, the City and County of San Francisco was one of the first cities in the nation to implement a Red Light Camera Photo Enforcement Program. Since then, the City has operated the Red Light Camera Program to photograph and issue citations to vehicles entering red light camera enforced intersections after the beginning of the red signal phase. 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 presence of the camera enforcement program in the City has generated a “spill-over” effect of reducing red light collisions at neighboring intersections which may not be enforced.

The existing Red Light Camera system relies on technology and infrastructure that is outdated and will likely become obsolete soon. The SFMTA has completed a Request for Proposals (RFP) to solicit proposals for a replacement system that will use state of the art automated enforcement technology and equipment. Staff expects that the replacement system will be implemented in early 2018. The proposed Fourth Amendment will maintain the existing system while the SFMTA and the new contractor installs and implements the new system.

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On April 19, 2011, the SFMTA Board of Directors approved a contract between the SFMTA and ACS State & Local Solutions, Inc. for an amount not to exceed \$7,500,000, and a total contract term of up to five years, consisting of an initial three-year term with an option to extend the term for up to an additional two years at the City's sole discretion for operational and administrative support services at all existing enforced intersections of the Red Light Camera Photo Enforcement Program. On April 2, 2012, ACS State & Local Solutions, Inc. changed its name to Xerox State & Local Solutions, Inc.

The Director of Transportation approved the First Amendment to the contract on June 14, 2013, to provide for enforcement of illegal right turns at Market St and Octavia Blvd. On April 16, 2014, the Second Amendment was executed by the SFMTA Board of Directors with Xerox State & Local Solutions, Inc. which exercised the SFMTA's option to extend the contract for an additional two years until April 30, 2016. The Third Amendment was executed by the Director of Transportation on March 25, 2016, to extend the contract for an additional fifteen months, until July 31, 2017, and increase the not to exceed amount from \$7,500,000, to \$9,166,650. On February 16, 2017, Xerox State & Local Solutions, Inc. changed its name to Conduent State & Local Solutions, Inc.

The proposed Fourth Amendment to the contract will extend the contract term by an additional seventeen months, until December 31, 2018, increase the contract amount by \$333,305 for a not to exceed amount of \$9,500,000, decrease the number of enforced intersections from twenty-six to twenty, and provide for additional support services needed during the transition to the new service provider. The SFMTA regularly reviews operations of its red light camera systems to ensure effectiveness. In response to recent amendments to state law, local jurisdictions now have to confirm that their photo enforcement systems are needed "at a specific location for reasons related to safety." As a result, the SFMTA has discontinued enforcement at some locations due to a low red light running crash history, low number of red light running citations issued, and a history of other improvements that have addressed safety concerns without requiring continued use of photo enforcement equipment.

STAKEHOLDER ENGAGEMENT

No outreach was done for this amendment.

ALTERNATIVES CONSIDERED

The existing contract with Conduent State & Local Solutions, Inc. includes the option for the SFMTA to self-administer the Red Light Camera Photo Enforcement Program. Conduent State & Local Solutions, Inc. could lease software, provide training, 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

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SFMTA staff has determined that self-administration 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 this contract comes from the FY2018 and FY2019 SFMTA Operating Budgets.

ENVIRONMENTAL REVIEW

On June 16, 2017, the SFMTA, under authority delegated by the Planning Department, determined that the contract amendment is not 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 by the Civil Service Commission for Contract number 48177-14/15 on July 31, 2015.

The City Attorney has reviewed this report.

RECOMMENDATION

Staff recommends that the San Francisco Municipal Transportation Agency Board of Directors approve the Fourth Amendment to Contract No. SFMTA-2008/9-52, Red Light Camera Photo Enforcement Program Agreement, with Conduent State and Local Solutions, Inc. (formerly Xerox State & Local Solutions, Inc.) to extend the term of the contract by seventeen months to December 31, 2018; increase the contract amount by \$333,305 for a total contract amount not to exceed \$9,500,000; amend the scope of services to decrease the number of enforced intersections from twenty-six to twenty; and require the Contractor to perform program administration, and provide expert witness court testimony and all related services for citations previously issued by the Contractor during the transition process to a new Red Light Camera Photo Enforcement Program service provider.

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. _____

WHEREAS, SFMTA began the Red Light Camera 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. and the SFMTA was competitively procured through a Request for Proposal issued on August 5, 2009, for administering the existing enforcement portion of the Red Light Camera Photo Enforcement Program.

WHEREAS, SFMTA is in the process of transitioning to a new service provider for the Red Light Camera Photo Enforcement Program as a result of a Request for Proposals issued by the SFMTA on April 14, 2015.

WHEREAS, Since the selection of a new service provider, the SFMTA desires to seamlessly transition existing Red Light Camera Photo Enforcement Program services from the existing Contractor to the new service provider.

WHEREAS, On June 16, 2017, the SFMTA, under authority delegated by the Planning Department, determined that the Red Light Camera 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 Fourth Amendment to Contract No. SFMTA-2008/9-52, Red Light Camera Photo Enforcement Program Agreement, with Conduent State and Local Solutions, Inc. (formerly Xerox State & Local Solutions, Inc.) to extend the term of the contract by seventeen months to December 31, 2018; increase the contract amount by \$333,305 for a total contract amount not to exceed \$9,500,000; amend the scope of services to decrease the number of enforced intersections from twenty-six to twenty; and require the Contractor to perform program administration, and provide expert witness court testimony and all related services for citations previously issued by the Contractor during the transition process to a new Red Light Camera Photo Enforcement Program service provider.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of July 18, 2017.

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., 7th Floor
San Francisco, California 94103**

Fourth Amendment

Contract No. SFMTA-2008/9-52

THIS AMENDMENT (Amendment) is made as of July , 2017, in San Francisco, California, by and between **Conduent State & Local Solutions, Inc.** (Contractor), formerly known as “Xerox State & Local Solutions, Inc.,” 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 have entered into the Agreement (as defined below).
- B. The SFMTA is in the process of transitioning to a new service provider for the Red Light Camera Photo Enforcement Program as a result of a Request for Proposals issued by the SFMTA on April 14, 2015.
- C. Since the selection of a new service provider, the SFMTA desires to seamless transition existing Red Light Camera Photo Enforcement Program services from the existing Contractor to the new service provider.
- D. As a result, the City and the existing Contractor desire to modify the Agreement on the terms and conditions set forth herein to (1) extend the contract term by seventeen months until December 31, 2018; (2) increase the contract amount by \$333,305 to \$9,500,000; (3) amend Appendix A (Scope of Services), Section 1.A to decrease the number of enforced intersections from twenty-six to twenty; and (4) add Appendix B (Calculation of Charges), Exhibit 7 to require the Contractor to perform program administration, provide expert witness court testimony four days per week, and provide all related services set forth in Appendix A including Section 1.L, M, N, O, P, and Q for Citations previously issued by the Contractor during the transition process to a new Red Light Camera Photo Enforcement Program service provider.
- E. The Agreement was competitively procured as required by San Francisco Administrative Code Chapter 21.1 through a Request for Proposal issued on August 5, 2009, for administering the existing enforcement portion of the Red Light Camera Photo Enforcement Program, and this modification is consistent with the procurement process.
- F. Approval was obtained by the Civil Service Commission for Contract number 48177-14/15 on July 31, 2015.

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

Article 1 Definitions

The following definitions shall apply to this Amendment:

1.1 **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.

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

Article 2 Modifications to the Agreement

The Agreement is modified as follows:

2.1 **Section 2. Section 2 (Term of Agreement) of the Agreement is replaced in its entirety to read as follows:**

2. Term of the Agreement. Subject to Section 1, the term of this Agreement shall be from May 1, 2011 to December 31, 2018 unless otherwise terminated as provided under this Agreement.

2.2 **Section 5. Section 5 (Compensation) of the Agreement is replaced in its entirety to read as follows:**

5.1 Payment. 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, Five Hundred Thousand Dollars (\$9,500,000). 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.

5.2 Payment Limited to Satisfactory Services. Contractor is not entitled to any payments from City until the SFMTA approves Services, including any furnished Deliverables, as satisfying all of the requirements of this Agreement. Payments to Contractor by City shall not excuse Contractor from its obligation to replace unsatisfactory Deliverables, including equipment, components, materials, or Services even if the unsatisfactory character of such Deliverables, equipment, components, materials, or Services may not have been apparent or detected at the time such payment was made. Deliverables, equipment, components, materials and Services that do not

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conform to the requirements of this Agreement may be rejected by City and in such case must be replaced by Contractor without delay at no cost to the City.

5.3 Withhold Payments. If Contractor fails to provide Services in accordance with Contractor's obligations under this Agreement, the City may withhold any and all payments due Contractor until such failure to perform is cured, and Contractor shall not stop work as a result of City's withholding of payments as provided herein.

5.4 Invoice Format. Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Controller and City, and must include a unique invoice number. Payment shall be made by City to Contractor at the address specified in Section 25, "Notices to the Parties," or in such alternate manner as the Parties have mutually agreed upon in writing.

5.5 LBE Payment. Contractor must submit all required CMD payment forms to enable CCO to monitor Contractor's compliance with the LBE subcontracting commitments in this Agreement. Contractor shall pay its LBE subcontractors within three working days after receiving payment from SFMTA, except as otherwise authorized by the LBE Ordinance. The Controller is not authorized to pay invoices submitted by Contractor prior to Contractor's submission of all required CMD payment forms. Failure to submit all required CMD payment forms with each payment request may result in the Controller withholding 20% of the payment due pursuant to that invoice until the required CMD payment forms are provided. Following SFMTA's payment of an invoice, Contractor has 10 calendar days to submit a CMD Form 9 Payment Affidavit verifying its payments to LBE subcontractors.

5.6 Getting Paid for Goods and/or Services from the City.

5.6.1 All City vendors receiving new contracts, contract renewals, or contract extensions must sign up to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments. Electronic payments are processed every business day and are safe and secure. To sign up for electronic payments, visit www.sfgov.org/ach.

5.6.2 The following information is required to sign up: (i) The enroller must be their company's authorized financial representative, (ii) the company's legal name, main telephone number and all physical and remittance addresses used by the company, (iii) the company's U.S. federal employer identification number (EIN) or Social Security number (if they are a sole proprietor), and (iv) the company's bank account information, including routing and account numbers.

2.3 **Appendix A. Appendix A, Section 1.A of the Agreement is replaced in its entirety to read as follows:**

A. Program Administration

This Agreement is for the administration and maintenance of the City's Red Light Photo Enforcement System and System Equipment at the following 20 enforced intersections (34 approaches).

- (1) 1ST St. & Folsom St. (SB)
- (2) 3RD St. & Harrison St. (NB, WB)

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- (3) 4TH & Howard (WB)
- (4) 5TH St. & Howard St. (WB)
- (5) 5TH St. & Harrison St. (WB, SB)
- (6) 5TH St. & Mission St. (WB, NB, SB)
- (7) 6TH St. & Bryant St. (NB, SB, EB)
- (8) 7TH St. & Mission St. (NB, WB)
- (9) 8TH St. & Harrison St. (WB, SB)
- (10) 9TH St. & Howard St. (WB)
- (11) 14TH St. & South Van Ness (NB)
- (12) 15TH St. & Mission St. (NB, SB)
- (13) 19TH Ave. & Sloat Blvd. (NB, SB)
- (14) Ellis & Larkin (NB)
- (15) Fell & Masonic (WB)
- (16) Hayes & Polk (WB, SB)
- (17) Lake & Park Presidio (NB, SB)
- (18) Market & Octavia (EB)
- (19) Oak & Octavia (EB, NB)
- (20) Pine & Polk (WB)

Under SFMTA direction, Contractor shall assume administration and maintenance of the existing Red Light Photo Enforcement System in conformance with Appendix F - System Requirements for Supplied Equipment and Technical Specifications at each of the above intersections immediately upon the first day of the Agreement and diligently perform the tasks outlined in this Agreement until such time as specified by this Agreement, except that the unfinished intersections shall be finished, tested and accepted as provided in Appendix A, Section 2. Existing System – Incomplete Intersections, before those intersections are subject to the administration, support and maintenance obligations. Upon execution of this Agreement, Contractor understands and agrees to immediately assume administration support responsibilities of the existing System so as to ensure a seamless transition with no gaps in existing levels of Red Light Photo Enforcement.

Costs for program administration shall be in accordance with the itemized monthly cost breakdown contained in Appendix B, Exhibit 1 – Program Administration for All Existing Locations.

2.4 Appendix B. Appendix B, Exhibit 7 of the Agreement is added to the Agreement to read as follows:

CALCULATION OF CHARGES

Exhibit 7

Program Administration and Court Support For Intersection Locations Previously Enforced by Contractor

Program Administration and Court Support Costs Per Month \$6,850
(includes program administration, expert witness court testimony four days per week, and all related services set forth in Appendix A including Section 1.L, M, N, O, P, and Q for Citations previously issued by the Contractor)

Article 3 Effective Date

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Each of the modifications set forth in Section 2 shall be effective on August 1, 2017.

Article 4 Legal Effect

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.

CITY	CONTRACTOR
<p>San Francisco Municipal Transportation Agency</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: _____ John I. Kennedy Deputy City Attorney</p>	<p>Conduent State & Local Solutions, Inc.</p> <hr/> <p>Lewis Miller Vice President 12410 Milestone Center Dr. Suite 500 Germantown, MD 20876</p> <p>City vendor number: #68769</p>