



## Legislation Details (With Text)

**File #:** 24-227      **Version:** 1      **Name:**  
**Type:** Consent Item      **Status:** Passed  
**File created:** 2/29/2024      **In control:** City Council/Public Finance and Economic Development Authority/Parking Authority  
**On agenda:** 6/3/2024      **Final action:** 6/3/2024  
**Title:** SUBJECT: Approval to Waive the Competitive Bidding Requirements and Approval of a Five (5) Year Term Photo Enforcement Services Agreement with Verra Mobility for Automated Photo Enforcement Technology in an Amount of \$126,000 Annually

### REPORT IN BRIEF

Considers waiving the City's competitive bidding requirements pursuant to Merced Municipal Code Section 3.04.210 and approving a Five (5) Year Term Photo Enforcement Services Agreement with Verra Mobility for the implementation, training and annual maintenance of photo enforcement technology for use by the Merced Police Department in the amount of \$126,000 annually.

### RECOMMENDATION

City Council - Adopt a motion:

A. Considers waiving the City's competitive bidding requirements pursuant to Merced Municipal Code Section 3.04.210 based on sole source; and,

B. Approving a Photo Enforcement Services Agreement with Verra Mobility for the installation, implementation, training, and annual maintenance of automated photo enforcement technology for two approaches at one time but up to 20 approaches throughout the City in the amount of \$126,000 annually; and,

C. Authorizing the City Manager to execute the Agreement and any amendments; and,

D. Authorizing the Finance Officer to make the necessary budget adjustments.

### Sponsors:

### Indexes:

### Code sections:

**Attachments:** 1. Sole/Single Source Request, 2. HGAC AGREEMENT.pdf

Date	Ver.	Action By	Action	Result
6/3/2024	1	City Council/Public Finance and Economic Development Authority/Parking Authority	approved	Pass

*Report Prepared by: Lieutenant Leone Pintabona Merced Police Department*

**SUBJECT: Approval to Waive the Competitive Bidding Requirements and Approval of a Five (5) Year Term Photo Enforcement Services Agreement with Verra Mobility for Automated Photo Enforcement Technology in an Amount of \$126,000 Annually**

### REPORT IN BRIEF

Considers waiving the City's competitive bidding requirements pursuant to Merced Municipal Code Section 3.04.210 and approving a Five (5) Year Term Photo Enforcement Services Agreement with

Verra Mobility for the implementation, training and annual maintenance of photo enforcement technology for use by the Merced Police Department in the amount of \$126,000 annually.

## **RECOMMENDATION**

**City Council** - Adopt a motion:

- A. Considers waiving the City's competitive bidding requirements pursuant to Merced Municipal Code Section 3.04.210 based on sole source; and,
- B. Approving a Photo Enforcement Services Agreement with Verra Mobility for the installation, implementation, training, and annual maintenance of automated photo enforcement technology for two approaches at one time but up to 20 approaches throughout the City in the amount of \$126,000 annually; and,
- C. Authorizing the City Manager to execute the Agreement and any amendments; and,
- D. Authorizing the Finance Officer to make the necessary budget adjustments.

## **ALTERNATIVES**

- 1. Approve, as recommended by staff; or,
- 2. Approve, subject to other than recommended by staff; or,
- 3. Deny; or,
- 4. Refer to staff for consideration of specific items.

## **AUTHORITY**

Traffic Camera Systems are typically installed, managed and maintained by a contractor. California Government code 37350, City of Merced Municipal code 3.04.370 Paragraph C, City of Merced Charter Article IV, Section 405, and Section 21455 of the CVC sets clear requirements and restrictions for traffic camera contractors to protect the public and the City.

## **CITY COUNCIL PRIORITIES**

This agenda item relates to Council's strategic priority for Public Safety.

## **DISCUSSION**

Automated traffic enforcement refers to the use of Traffic Cameras at intersections to enforce red light violations.

The Insurance Institute for Highway Safety Found that the use of Traffic Cameras reduced red light violations by 40% at the intersections where they were installed. Additionally, the fatal collision rate caused by red light violations was reduced by 24% throughout cities that used traffic cameras. There are potential safety benefits at all intersections in the city if Traffic Cameras are located even at only a single intersection.

Staff reviewed several intersections in the City to determine the most effective locations for the installation of the Traffic Cameras. The preferred locations for installation of traffic cameras, include the intersections of R St. and W 16<sup>th</sup> St. North and South bound. R St. and W 16<sup>th</sup> St. East and West bound. East and West bound Olive Ave. and R St.

Traffic Camera Systems are typically installed, managed and maintained by a contractor. Section 21455 of the CVC sets clear requirements and restrictions for traffic camera contractors to protect the public and the City. Some of the requirements include:

1. Signs identifying the use of the automated traffic enforcement shall be installed 200 feet prior to any intersection with traffic cameras installed.
2. Public notice and warning citations only for 30 days after installation.
3. No access to or manipulation of traffic signal timing.
4. All records and information is confidential.
5. Payment to the contractor shall not be based on the number of citations generated or related to revenue from the system.
6. Contractor shall provide statistical reports to the judicial council.

Once a violation is recorded by the automated system, the contractor will review and provide a summary to the Merced Police Department for verification of the violation. If verified, the contractor will issue the citation to the driver and the fine is paid directly to the Superior Court of California - County of Merced. A portion of the funds will be routed to the City and a set monthly fee is paid to the contractor. The monthly fee does not change, and the City will only pay what is collected in the revenue from violations up to the monthly fee; excess revenue can be utilized at the City's discretion.

Termination fees are assessed in the event the contract is discontinued prior to the agreed term. The fees are based on the cost of each camera for 60 months but will be pro-rated. One camera per 60 months would total \$157,000. Each year the pro-rated fees drop approximately 20% totaling 0\$ at the end of the 5-year mark. Fee schedule attached in attachment 2.

## PUBLIC OUTREACH/INTEREST

The Department is in continuous receipt of feedback from the public regarding traffic concerns and traffic safety. Acquisition of this technology would increase the efficiency in which the department enforces and provides data related to traffic safety to Council, the public and department members, and allow the department to better deploy its resources to address traffic concerns.

## **IMPACT ON CITY RESOURCES**

Verra Mobility is the only vendor in the United States that provides these types of services. By contract, the fiscal impact of red-light photo enforcement will be neutral and requires no upfront funding for the installation of the cameras. The contract will call for a specific dollar amount per approach paid to Verra Mobility covering the equipment installation, maintenance, and the processing of the photo/motion pictures. Each approach is \$5,250 per month with two approaches at a four-approach intersection totaling \$10,500 monthly or annual cost of \$126,000. The monthly fee of \$5,250 includes installation, monitoring, maintenance and services. Salary savings will be used to pay the monthly fee until collected revenues cover the expense. Language will be included in the proposed contract that will require the City to pay "what is collected" from individual violations. The cost of services will increase annually with the CPI (consumer price index).

## **ATTACHMENTS**

1. Sole/Single Source Request
2. Photo Enforcement Services Agreement with Verra Mobility
3. HGAC Agreement