

COUNCIL COMMUNICATION

1613
City Clerk Use Only

DATE: August 2, 2007
TITLE: Termination of agreement for photo red light camera services
CONTACT: Dee Dee Gunther, (916) 774-5015(ddgunther@roseville.ca.us)

Meeting Date: September 5, 2007

SUMMARY RECOMMENDATION

By motion, approve the agreement with Nestor Traffic Systems, Inc., for the termination of photo red light camera services, and adopt a resolution authorizing the City Manager to execute the agreement.

BACKGROUND

Nestor Traffic Systems has provided photo red light services to the City of Roseville since acquiring the contract and ownership of the system from Transol, Inc., in September, 2005. Nestor now owns and maintains all the photo red light cameras, other related equipment and software in Roseville.

Over the past two years, both parties have struggled with problems with the photo red light software and equipment. A number of red-light violations have occurred at the equipped intersections, in which citations were not issued because of problems with image clarity and other equipment and software-related issues. The City has also redesigned three of the equipped intersections, requiring a reconfiguration of Nestor's equipment. Nestor and City staff met and agreed that it was in the best interests of both parties to terminate the agreement.

The attached agreement gives Nestor sixty (60) days to remove all their above-ground equipment and make any needed repairs to city property caused by the removal of equipment.

Staff is currently researching other options for photo red light enforcement in Roseville, and will return to Council within 60 days with a recommendation.

FISCAL IMPACT

None. Under the current agreement, photo red light service costs the City nothing except staff time. Nestor owns and maintains all the equipment, in exchange for a portion of each paid citation. The systems are not currently operating, due to equipment malfunctions and the reconfiguration issues, and are not generating citations or revenue for either party.

AGENDA ITEM
7.26 *ds*

ENVIRONMENTAL REVIEW

This agreement is not considered a "project" as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Consequently no CEQA action is required.

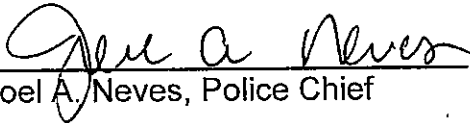
RECOMMENDATION

By motion, approve the agreement with Nestor Traffic Systems, Inc., for the termination of photo red light camera services, and adopt a resolution authorizing the City Manager to execute the agreement.

Respectfully Submitted,

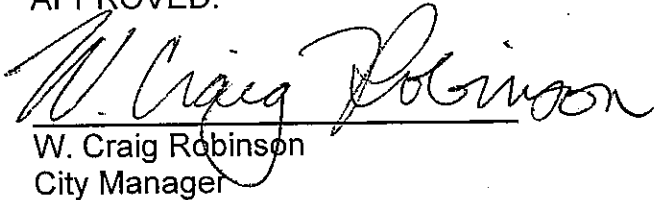


Dee Dee Gunther, Administrative Analyst



Joel A. Neves, Police Chief

APPROVED:



W. Craig Robinson
City Manager

RESOLUTION NO. 07-527

APPROVING A TERMINATION OF AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND NESTOR TRAFFIC SYSTEMS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Termination of Agreement for Red Light Camera Enforcement Systems Services, between the City of Roseville and Nestor Traffic Systems, Inc., has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**TERMINATION OF AGREEMENT FOR
RED LIGHT CAMERA ENFORCEMENT SYSTEM SERVICES**

THIS TERMINATION AGREEMENT is made and entered into this ____ day of _____, 2007, by and between the City of Roseville, a municipal corporation ("CITY"), and Nestor Traffic Systems, Inc., a Delaware corporation ("NESTOR"); and

WITNESSETH:

WHEREAS, on December 17, 2003, the CITY entered into an Agreement for Red Light Camera Enforcement System Services ("RED LIGHT CAMERA AGREEMENT") with Transol USA, Inc. ("Transol"); and

WHEREAS, on September 15, 2005, Nestor Traffic Systems, Inc. assumed Transol's duties and obligations under the RED LIGHT CAMERA AGREEMENT; and

WHEREAS, the parties mutually desire to terminate the RED LIGHT CAMERA AGREEMENT; and

WHEREAS, it is in the best interests of both parties to terminate the RED LIGHT CAMERA AGREEMENT prior to the agreement's expiration.

NOW, THEREFORE, the parties agree as follows:

1. Termination. Notwithstanding the provisions of Article 7 of the RED LIGHT CAMERA AGREEMENT or any other provision thereof or in any other agreement whether written or oral, the parties mutually and of their own accord agree to terminate the RED LIGHT CAMERA AGREEMENT effective upon the date of this TERMINATION AGREEMENT.

2. Removal of Equipment. NESTOR shall within sixty (60) days after the date of this TERMINATION AGREEMENT remove the red light equipment as follows:

a. NESTOR shall be responsible for removing any equipment in the public right-of-way which exists above the ground. This includes, but is not limited to, removing the cameras, the poles, and NESTOR's control cabinets. In addition, NESTOR shall repair any holes that were drilled into the signal poles in order to support the cameras.

b. NESTOR shall not be responsible for removing any equipment, such as pull boxes and conduit, which exists below the ground.

c. NESTOR shall not remove any equipment in the CITY's traffic signal cabinets without first arranging for the removal by calling the CITY's traffic engineering division.

Removal shall also not take place during peak traffic hours.

CITY reserves the right to remove NESTOR's red light equipment prior to the expiration of the sixty (60) day period if necessary in order to commence any road improvement projects; provided, however, that if the CITY removes the equipment prior to the expiration of the sixty (60) day period, CITY shall notify NESTOR of the removal and store the equipment until retrieved by NESTOR.

In the event NESTOR fails to remove the equipment within the sixty (60) day period following the date of this TERMINATION AGREEMENT, the equipment will be removed and disposed of by the CITY; provided, however, that if the failure of NESTOR to remove the equipment is due in whole or in part to a delay on the part of the CITY or the CITY's traffic engineering division to provide consent to NESTOR to remove the equipment by the CITY's interference with NESTOR, NESTOR shall be given an additional number of days to perform the

removal of the equipment at least equal to the number of days delay caused by the CITY or the CITY's traffic engineering division.

3. Agreement Binding. This TERMINATION AGREEMENT shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns.

4. Attorney's Fees and Venue. In any action brought by either party to enforce the terms of this TERMINATION AGREEMENT, the prevailing party shall be entitled to recover its reasonable attorney's fees.

5. Integrated Agreement. This is an integrated Agreement, and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation has authorized the execution of this Termination Agreement in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ___ day of _____, 20___, and Nestor Traffic Systems, Inc. has caused this Termination Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

Nestor Traffic Systems, Inc., a
Delaware corporation

BY: _____
W. CRAIG ROBINSON
City Manager

BY: 
its: LPO

and

ATTEST:

BY: 

its: COO

BY: _____

SONIA OROZCO
City Clerk

APPROVED AS TO FORM:

BY: 

BRITA J. McNAY
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

JOEL NEVES
Police Chief