

MEETING DATE November 14, 2005

AGENDA ITEM Public Hearing Regarding an Increase in the Number of Intersection Approaches Utilizing Photo Enforcement Equipment Operated under the Police Department's Automated Traffic Enforcement System

ATTACHMENTS

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AMENDED AND RESTATED AGREEMENT

**(Automated Red Light Enforcement Camera Systems)
(Traffic Safety Systems, Inc - the City of Culver City)**

WITNESSETH

THIS AMENDED AND RESTATED AGREEMENT (the "Agreement") is made and entered into as of the 1st day of February 2002, by and between the City of Culver City ("City") a municipal corporation organized and existing under and pursuant to its charter and the Constitution of the State of California, and Traffic Safety Systems, Inc, ("Traffic Safety") a California corporation and wholly-owned subsidiary of Redflex, a California corporation ("Redflex")

WHEREAS, City and Traffic Safety entered into an agreement dated August 24, 1999 ("Original Agreement") as subsequently amended by an interim agreement dated August 1 2001 ("Interim Agreement"),

WHEREAS, motor vehicle operators violating the California Vehicle Code pose a serious threat to the lives and property of the residents of and visitors to the City,

WHEREAS, violation of Vehicle Code Section 21453, failing to stop for a red light, has been shown to pose a significant risk to life and property,

WHEREAS, the installation and operation of Traffic Safety's automated red light enforcement camera system (the "System") has successfully decreased accidents by 46% at the Culver City intersections equipped with the Systems,

WHEREAS, the Culver City Police Department and the City Traffic Engineer have evaluated the System's functions and operation and determined them to be appropriate for the City's needs,

WHEREAS, City desires to continue to hire Traffic Safety, and Traffic Safety desires to be hired by City, to service, maintain and operate the Systems currently installed at various City intersections and to install, service, maintain and operate further Systems at intersections designated by the City, and to provide necessary documentation for the issuance of traffic citations to motorists in violation of California Vehicle Code Section 21453 ("Documentation"),

WHEREAS, pursuant to Culver City Municipal Code § 3 07070, the Chief Administrative Officer of the City has made the determination based upon all available data that basing the Agreement on competitive quotations is not practical,

WHEREAS, City and Traffic Safety desire that this Agreement supersede the Original Agreement and the Interim Agreement, each of which shall be of no further force or effect

NOW THEREFORE, in consideration of the premises and the respective covenants and

agreements hereinafter contained the parties hereto agree as follows

Section 1 Scope of Services Traffic Safety agrees to securely install new Systems and to service maintain and operate all existing and future Systems in City according to the specifications set forth in Attachments A and B (' **Scope of Services** ') hereto, and to provide Documentation and to prepare the Notices to Appear for issuance of citations by the Culver City Police Department to motorists for the violation of California Vehicle Code Section 21453 (collectively and individually, the **Services**) all under the direction and control of the Chief of Police, or the Chief's designee (the Chief of Police and the Chief's designee, collectively and individually, the '**Police Chief**') The Services shall include the secure installation, service and maintenance of technologically updated equipment (whether or not to be installed or incorporated into Systems) as it becomes available to Traffic Safety, including but not limited to the upgraded 24 Gigahertz radar unit The Services shall also include, with City Council approval the "collision avoidance system" ("**SICAS**"), to be securely installed, serviced and maintained in all intersections in which Systems are installed, as SICAS becomes available to Traffic Safety, at no additional cost to City In the event the installation, service maintenance or operation of the Systems requires Traffic Safety to cut into the City streets or sidewalks Traffic Safety shall do so in a manner that does not disturb or affect any underground cabling, wiring or other connections serving City or any residents of City and shall restore at its sole cost and expense any disturbed pavement exterior surface or interior foundation or connections to its/their original condition to the satisfaction of the City's Public Works Director At intersections where the Systems are installed, Traffic Safety shall insure that yellow change intervals are maintained in accordance with accepted traffic engineering and safety standards as set forth by the California Department of Transportation Traffic Manual and/or nationally accepted standards in the field All costs and fees associated with installing new Systems and/or upgrading existing Systems shall be the sole responsibility of Traffic Safety

*Agenda
AB102*

Section 2 Term of the Agreement The term of the Agreement shall commence on the date it is signed on behalf of the City (such date being referred to as the '**Effective Date**') Traffic Safety shall service, maintain and operate the existing seven (7) Systems, consisting of fifteen (15) approaches at the traffic intersections chosen and approved by the Police Chief (specifically, at the intersections of Washington and La Cienega, Green Valley Circle and Sepulveda, Machado and Jefferson Washington and Beethoven, Duquesne and Jefferson Slauson and Buckingham, and Cota and Jefferson), and shall securely install, service, maintain and operate at least ten (10) additional Systems at not less than four (4) traffic intersections to be selected by the Police Chief The Agreement shall continue in full force and effect until midnight, local time five (5) years after the Effective Date, unless the Agreement is terminated earlier pursuant to the terms hereof At the conclusion of such initial five (5) year period, City may, in its sole discretion, extend the term of the Agreement for one (1) year by providing Traffic Safety with notice in writing not less than twenty (20) days prior the expiration of such five (5) year period The period during which this Agreement shall be in effect is referred to as the '**Term**'

Section 3 Equipment Ownership All Systems and other Traffic Safety equipment installed, serviced, maintained and operated by Traffic Safety to fulfill its obligations under this Agreement is, and shall remain at all times, the exclusive property of Traffic Safety In the event this

Agreement is terminated by either party, Traffic Safety shall remove all Systems and other equipment installed by it, at its own expense, within thirty (30) days after termination of the Agreement

Section 4 Representations and Warranties Traffic Safety represents and warrants the following

a Traffic Safety is a corporation duly organized validly existing and in good standing under the laws of the State of California and has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement, to consummate the transactions contemplated hereby, and to own, operate install, service and maintain the Systems and to carry on its business as it is presently being conducted

b The execution, delivery and performance of this Agreement by Traffic Safety, and the consummation of the transactions contemplated hereby, have been duly and validly authorized by Traffic Safety's Board of Directors on and as of the Effective Date On the Effective Date, this Agreement constitutes a valid and binding obligation of Traffic Safety, enforceable against it in accordance with its terms, except (i) that such enforcement may be limited by bankruptcy insolvency or other similar laws affecting the enforcement of creditors' rights generally, (ii) to the extent that enforceability may be limited by California courts with respect to any "unconscionable" provisions contained therein, and (iii) that certain of the covenants contained herein may not be specifically enforceable and courts may award money damages rather than specific performance of contractual provisions involving matters other than the payment of money

c The Systems (and each of the components thereof), installed, serviced, maintained and operated by Traffic Safety in Culver City in accordance with this Agreement do not infringe any valid United States patent, copyright or trade secret, or violate the rights (proprietary or otherwise) of any other persons or entities

d The execution, delivery and performance of this Agreement by Traffic Safety and consummation by Traffic Safety of the transactions contemplated hereby, will not, with or without the giving of notice or the lapse of time, or both (a) violate any provision of law, statute, rule, regulation or executive order to which Traffic Safety is subject, (b) violate any judgment, order, writ or decree of any court applicable to Traffic Safety, or (c) result in the breach of or conflict with any term, covenant, condition or provision of Traffic Safety's charter documents, as amended, (including, without limitation, its Articles of Incorporation and Bylaws), or any commitment, contract or other agreement or instrument to which Traffic Safety is a party or by which any of its properties or assets may be bound

e There are no actions, suits, proceedings or governmental investigations or inquiries pending or, to the best knowledge of Traffic Safety, threatened against Traffic Safety, which, in the reasonable judgment of Traffic Safety, would prevent the consummation of the transactions contemplated hereby, or, if determined adversely to Traffic Systems, have a material adverse effect on Traffic Safety's business, assets or operations, financial or otherwise

f Traffic Safety has good and marketable title to, and ownership of, all equipment, inventory, general intangibles and/or any other product or device forming a part of or used in connection with the operation or maintenance of, the Systems, free and clear of any and all security interests, liens, claims and encumbrances

Section 5 Fees and Billing

a (1) In return for installing servicing maintaining and operating the Systems, beginning on the Effective Date and during the Term, Traffic Safety shall receive payment (the "Per-Citation Payment") for each fine (bail amount) successfully collected as a direct result of the operation of the System, in the amount of forty dollars (\$40.00) per citation. A fine shall be deemed to be successfully collected hereunder if the amount received as payment is at least half the amount shown on the bail schedule for a violation of § 21453 of the California Vehicle Code. The number of successfully collected tickets shall be determined from remittance advises furnished to the City by the Courts. The City shall furnish to Traffic Safety a copy of the remittance advises it receives from the Court within five (5) business days after such receipt. City and Traffic Safety, each, reserve the right to review the Court records and dispute the amount owed by City to Traffic Safety for up to one hundred eighty (180) days after receipt of such remittance advises.

(11) If the fine (bail amount) for violation of California Vehicle Code Section 21453 is increased by the State of California subsequent to the Effective Date resulting in an increased payment to City, the amount owed to Traffic Safety, shall increase proportionately. For example, if the City's share of the fine increases by 5%, Traffic Safety's Per-Citation Payment under this subparagraph (a) shall increase by 5%.

b In addition to the Per-Citation Payment, City shall pay to Traffic Systems a monthly fee in the amount of Two Thousand, Three Hundred Forty Seven Dollars and Ten Cents (\$2,347.10) for each functioning approach containing an operational System within the City ("Monthly Fee"). A System shall be deemed to have a functioning approach and be operational for purposes of this Agreement when the Culver City Police Department determines that the System is then issuing citations under the California Motor Vehicle Code without defect or malfunction. In the event a System is not deemed by the Culver City Police Department to have a functioning approach or not be operational for part of a month, either because it is installed mid-month or is in need of repair for part of a month, the Monthly Fee for such month shall be prorated based upon a thirty (30) day month.

a. It is specifically understood by the parties hereto that there shall be no cost, charge or fee whatsoever to the City for the installation of any new System, or for the service, maintenance, operation and/or upgrade of existing and future Systems or for the performance of the Services, other than the Per-Citation Payment and the Monthly Fee.

b Traffic Safety will send either one (1) or two (2) monthly invoices to City that reflect the Per-Citation Payment and/or the Monthly Fee owed by City to Traffic Safety for such month.

City shall pay each invoice within thirty (30) days of its receipt of such invoice

Section 6 Appeals In the event the System the administration of the issuance of traffic citations and/or the citations themselves and/or the collection of fines in connection therewith are in any way challenged or contested in the appellate division of any court City shall immediately inform Traffic Safety Traffic Safety shall pay fifty percent (50%) of any and all reasonable costs associated with the defense of such challenge or contest, including but not limited to, reasonable fees and expenses of an attorney selected by the City in consultation with Traffic Safety Traffic Safety further agrees to indemnify the City for fifty percent (50%) of any costs, damage award or liabilities the City may incur as a result of such challenge or contest, (including, without limitation, reasonable attorney s fees and out of pocket expenses) unless the appellate court determines that the City was more than 50% negligent in connection with the matter for which the appeal was taken in such event, Traffic Safety's indemnification obligation under this paragraph 6 shall be proportionately reduced to reflect the relative fault of Traffic Safety and the City

Section 7 Indemnification Traffic Safety shall protect defend indemnify, and hold harmless City and its elected officials and appointed boards, commissions officers, agents and employees from any and all claims causes of action, costs liabilities expenses or damages of any nature (**Damages**) relating to or arising out of (a) the breach by Traffic Safety of any representation, warranty or covenant made by it hereunder, (b) the operations of Traffic Safety, other than pursuant to this Agreement, and/or (c) injury (including death or disability) to property or to any person arising out of or in connection with the installation, operation and/or maintenance of the Systems by Traffic Safety

In the event that Traffic Safety and City are sued by a third party for damages caused, or allegedly caused, by the installation or maintenance of a System, Traffic Safety shall not be relieved of its indemnity obligation to City by any settlement with any such third party unless the settlement is approved in advance by City, or includes a full release and dismissal of all claims by such third party against City

Section 8 Insurance Without limiting its obligations pursuant to Section 7 above, Traffic Safety shall obtain and cause to remain in full force and effect during the Term

- a General Liability Insurance in the amount of one million dollars (\$1,000,000)
- b Excess Liability Umbrella Form in the amount of one million dollars (\$1,000,000)
- c Workers' Compensation Insurance in the statutorily required amount

City and its agents employees, elected and appointed officers and officials shall be additional named insureds under all such insurance policies, and none of such policies may be amended, cancelled or modified unless City shall have been given at least thirty (30) days prior notice thereof In addition prior to installing and beginning to operate any System, Traffic Safety

shall submit an Additional Insured Endorsement from its insurance carrier naming City, its agents, employees and elected and appointed officers and officials as additional insureds. Notwithstanding any other provision of this Agreement to the contrary, this Agreement shall not become effective unless and until Traffic Safety provides City with one or more certificates of insurance and additional endorsements as set forth above, confirming Traffic Safety's compliance with the terms of this Section 8.

Section 9 Termination Anything herein to the contrary notwithstanding, either City or Traffic Safety may terminate the Agreement with or without cause, upon sixty (60) days written notice. Upon any such termination, all rights and duties of the parties shall terminate, except that, if either party terminates as a result of the other party's breach of any term hereof (and such breach has not been cured within thirty (30) days after notice from the non-breaching party) then such termination shall be without prejudice to any rights or remedies the terminating party may possess as a result of such breach. Upon termination, Traffic Safety shall remove, at its sole cost and expense, all Systems and other equipment which are then operating at City intersections, and will repair any damages caused by such removal. Notwithstanding the foregoing, if requested by City, Traffic Safety shall cooperate with City in the timing of its removal of the Systems and other equipment so as to minimize the disruption caused thereby. Provided Traffic Safety shall not then be in breach of this Agreement, City shall pay to Traffic Safety, within thirty (30) days following termination, the amount of the Per Citation Payment and Monthly Fee to which it is entitled up through the date of termination (pro rated on the basis of a thirty (30) day month if applicable). For purposes of calculating the Per Citation Payment, Traffic Safety shall be entitled to receive all fines (bail amounts) collected on citations issued up to and including the date of termination.

Section 10 Notices All notices, demands, consents or other communications required or permitted hereunder ("Notices") must be in writing and shall be addressed to the parties as follows:

To the City	To Traffic Safety
Eric Shapiro, City Controller City of Culver City 9770 Culver Blvd Culver City, CA 90232 Fax (310) 253-6010	Karen Finley Vice President Traffic Safety Systems Inc 5813 A Uplander Way Culver City, CA 90230 Fax (310) 642-0142
with copies to Ted Cooke, Chief of Police Culver City Police Department 4040 Duquesne Avenue Culver City, CA 90232 Fax (310) 253-6115 and David E Cranston, Esq Greenberg, Glusker, Fields, Claman, Machtinger & Kinsella LLP 1900 Avenue of the Stars, Suite 1900 Los Angeles CA 90067 Fax (310) 553-0687	with copies to Redflex Traffic Systems, Inc 15029 North 74 th Street Scottsdale Arizona 85260 Fax (480) 607-0752 and Michael B Miller, Esq Alschuler Grossman, Stein and Kahan LLP 2049 Century Park East, 39 th Floor Los Angeles CA 90067

All Notices shall be deemed given on the date of transmission (if sent by electronic mail or facsimile), or on the date of receipt (if sent by commercial messenger or overnight courier service) or 72 hours after deposit in the United States mails, if mailed by registered or certified mail, return receipt requested with postage prepaid, and duly addressed to the party to be notified. Any party may change his/its address for purposes of this Section 10 by notifying others in accordance with this Section 10

Section 11 Attorneys' Fees. If any action is brought in law or equity to enforce or interpret any provision of the Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and reimbursement of its out-of-pocket expenses, in addition to any other relief to which it may be entitled

Section 12 Assignment and Subcontracting The Agreement may not be assigned, nor may any of Traffic Safety's duties or obligations hereunder be delegated, without the prior written permission of City which may be given or withheld in its sole discretion. Any such attempted assignment or delegation without the prior written permission of City shall be voidable and, at the

sole option of City, shall terminate the Agreement. Under all circumstances Traffic Safety shall remain liable to the City for all acts and omissions of its employees and/or agents, and/or any person or entity with which Traffic Safety may contract from time to time to perform any of its obligations under this Agreement. Nothing contained in this Agreement shall create any contractual relationship between the City and any subcontractor of Traffic Safety, nor shall this Agreement confer on any other person or entity any rights or benefits hereunder.

Section 13 Local Traffic Safety Office. Traffic Safety shall maintain an office within the geographical boundaries of Culver City in which to perform the Services. The office shall be open and operating upon the signing of this Agreement by both parties. The office shall be equipped and stocked by Traffic Safety at its own expense and shall be staffed by Traffic Safety or Redflex employees.

Section 14 Police Department Support. The Culver City Police Department shall provide such manpower support to Traffic Safety for the performance of the Services as the Police Chief, in consultation with Traffic Safety, shall reasonably determine is necessary. Manpower support may be in the form of sworn and/or non-sworn personnel. Traffic Safety agrees to provide to police personnel at no additional charge to City, all necessary training in the operation of the System at the discretion of the Chief of Police.

Section 15 Independent Contractor Status. At all times during the performance of the Agreement, Traffic Safety shall be an independent contractor of City and shall not be, nor hold itself out to be, nor hold its employees, officers or agents out to be employees, officers or agents of the City. In no event may Traffic Safety, or any of its employees, officers or agents bind City in any manner whatsoever.

Section 16 Product Ownership. The Documentation, reports, and work materials prepared by Traffic Safety for the City in the performance of the Agreement, including, but not limited to, any and all data, documents, memoranda, sketches, drawings, photographs, negatives, audio tapes, video tapes, and computer disks (collectively and individually, the "Data"), shall be and shall remain the property of City. Traffic Safety acknowledges that to the extent all existing and future Data constitutes a work made for hire pursuant to the definition of a "work made for hire" in 17 U.S.C. §101, such Data shall be considered a work made for hire in which City owns the copyright. To the extent the Data does not constitute a work made for hire pursuant to 17 U.S.C. §101, all right, title and interest in the copyright (US and foreign) in all existing and future Data are hereby assigned by Traffic Safety to City. Traffic Safety shall have the right to retain copies of the Data. Traffic Safety acknowledges that the Data shall be and shall remain confidential, and shall not be made available to any individual or organization without the prior written consent of City. Upon demand of the City, the Data shall be delivered to the City without additional cost or expense to City.

Section 17 Business Licenses and Permits. Traffic Safety, and subcontractors if any, shall obtain all necessary documentation, including, but not limited to, any and all certificates, licenses

and permits which are required to do business in City

Section 18 Force Majeure If Traffic Safety shall be rendered unable wholly or in part to carry out its obligations under the Agreement by reason of 'force majeure' (as hereinafter defined) then except as otherwise expressly provided in the Agreement Traffic Safety shall give notice and full particulars of such force majeure event in writing to the City within a reasonable time after occurrence of the applicable event, and upon such notice the obligations of Traffic Safety so far as they are affected by such force majeure shall be suspended during the continuance of the inability then claimed, which shall include a reasonable time period for the removal of the effect thereof, but for no longer period Traffic Safety shall endeavor to remove or overcome such inability with all reasonable dispatch

The term 'force majeure' means (i) acts of God, (ii) strikes lockouts or other industrial disturbances ("Labor Actions"), (iii) acts of the public enemy (including acts of terrorism), (iv) orders of any kind of the Government of the United States or of the State or any civil or military authority (v) epidemics, landslides, lighting, earthquakes fires, hurricanes storms floods, washouts droughts explosions (vi) insurrections riots, arrests, restraining of government and people, civil disturbances (vii) partial or entire failure of utilities, (viii) shortages of labor material or supplies or transportation, or (iv) any other similar or different cause not reasonably within the control of Traffic Safety

It is understood and agreed that the settlement of existing or pending Labor Actions shall be entirely within the discretion of Traffic Safety, and that the above requirement that any force majeure event shall be reasonably beyond the control of Traffic Safety and shall be remedied with all reasonable dispatch shall be deemed to be met in the case of any such Labor Actions even though such Labor Actions could have been settled by acceding to the demands of the opposing person or persons

Section 19 Waiver, Cumulative Remedies Waiver by either party of any breach by the other party of any term covenant or condition herein contained shall not be deemed a waiver by such waiving party of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained No right or remedy which any party hereto may possess or elect to exercise shall be exclusive of any other right or remedy, all of which shall be cumulative and in addition to all such rights and remedies

Section 20 Entire Agreement This Agreement, (together with all Attachments hereto which are incorporated herein by this reference) constitutes the entire agreement and understanding among the parties with respect to the subject matter hereof and supersedes all prior agreements, representations warranties, statements, promises and understandings, whether written or oral, with respect to such subject matter No party hereto shall be bound by or charged with any written or oral agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement

Section 21 Headings The section and other headings contained in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement or to affect the

meaning or interpretation of this Agreement or any term or provision hereof

Section 22 Counterparts This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together shall constitute one and the same instrument

Section 23 Governing Law This Agreement shall be governed by, and construed (as to both validity and performance) and enforced in accordance with the laws of the State of California applicable to contracts executed and to be wholly performed therein

Section 24 Severability, Construction If any term or provision of this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each other term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law Both Traffic Safety and City have participated in the negotiation and drafting of this Agreement Accordingly each of Traffic Safety and City waives any statutory provision judicial decision or other rule of law to the effect that contractual ambiguities are to be construed against the party who shall have drafted the provision in question

Section 25 Amendments This Agreement may only be amended in writing and signed by a duly authorized officer of each party

IN WITNESS WHEREOF, the parties hereto have caused their names to be hereunto subscribed

TRAFFIC SAFETY SYSTEMS, INC

By Karen Finley
KAREN FINLEY
Vice President

Dated March 27, 2002

REDFLEX

By Karen Finley
KAREN FINLEY
Vice President

Dated March 27, 2002

[Signatures continued on following page]

CITY OF CULVER CITY CALIFORNIA

By Michael Thompson Dated 3/18/02
MICHAEL THOMPSON
Interim Chief Administrative Officer

APPROVED AS TO CONTENT

By Eric Shapiro Dated 3/24/02
ERIC SHAPIRO
Controller

APPROVED AS TO FORM

By Carol A. Schwab Dated 3/28/02
CAROL A SCHWAB
City Attorney

GUARANTY

The undersigned, as parent of Traffic Safety, hereby unconditionally guarantees the timely and complete payment and performance of each and every term, obligation and duty of Traffic Safety pursuant to the terms of the above Agreement, including, but not limited to, any and all representations, warranties and covenants of Traffic Safety

RED-FLEX

By Karen Anley
Dated March 27, 2002

Attachment A
Scope of Services

During the Term Traffic Safety will provide the following

- 1 The technology required to administer the System to include the cameras, radar, flash and computers required to operate such System at the intersection at which the System is installed
- 2 The financing of all costs to deliver the technology described in paragraph 1 of this Attachment A
- 3 Installation of the required poles, cameras, detection device, flashes and required electrical connections
- 4 Film or digital to be used to capture the images of violators
- 5 Retrieval of film deployment data at a minimum of every 48 hours for initiation of the processing and examination
- 6 Development of film to maximize the images for examination and processing through Verification One (V1) and Verification Two (V2)
- 7 Scanning and digitizing of the film, and film archiving for retrieval when necessary for any Court hearings
- 8 Retrieval of Department of Motor Vehicle ownership information once a violation has been established at the V1 stage That information will be recorded into the computer software program and archived with the images
- 9 Examination of the images and data and comparison with DMV results as an additional quality control measure to again verify the violation
- 10 Storage of the citation data, including images (photographs), for review by the Police Department in connection with issuance of the citations, and delivery of a zipdisk (or other electronic transmission) of the database, on a weekly basis, or as required by the police personnel upon reasonable notice
- 11 Printing of the citations, and mailing to the violators
- 12 Electronic transfer of the data to Expanded Traffic Records System (ETRS), administered by the County of Los Angeles, with hard copies to the Culver City Police Department and Culver Municipal Court
- 13 Annual calibration of each radar unit deployed in the City and issuance of calibration

certificate for each unit

- 14 Packaging of court materials for prosecution including the images to document the violation, the negatives of the images the Certificate of Mailing, the maintenance and calibration records Traffic Safety Systems, Inc , will be notified a minimum of two weeks in advance of a court appearance to prepare the evidence package
- 15 Testimony and/or expert testimony for Court hearings that result from the use of this technology, in conjunction with the Police Department
- 16 Upgraded detection system operating at 24 Gigahertz (or more current technology, as available) replacing all existing detectors, as it becomes available
- 17 Installation and activation of the collision avoidance system (SICAS), if feasible to Traffic Safety, which will occur after upgrade and installation of the 24 Gigahertz units (or more current technology, as available), at no additional cost to the City, at deployment sites
- 18 Statistical recap and recapture ratios on a weekly basis
- 19 Training in the operation of the System to police personnel, as required, at the discretion of the Chief of Police

**Culver City, CA
Video Survey Results
June, July & Sept 2005**

Total Counts

		NBLT	NB	NBRT	SBLT	SB	SBRT	EBLT	EB	EBRT	WBLT	WB	WBRT
6/14-16 Wed	Washington & National							0	12	25	16	1	14
6/15 Wed	Washington & National							1	2	22	2	0	0
6/14-16 Tue	Washington & Helms							0	6	1	0	7	0
6/15 Tue	Washington & Helms							2	13	0	0	15	0
7/21 Thur	Sepulveda & Slauson	68	12	0	41	0	0	8	2	17	35	0	0
9/29 Thur	National & Hayden								11	48	0	21	0

Police Report

NOTICE OF PUBLIC HEARING

Automated Traffic Enforcement System

The City of Culver City has scheduled and notice is hereby given that on Monday, November 14, 2005, at 7 00 P M , the City Council of Culver City will conduct a public hearing in the Council Chambers regarding an increase in the number of intersection approaches utilizing photo enforcement equipment operated under the Police Department's Automated Traffic Enforcement System

The Police Department is recommending an increase in the number of approaches utilizing photo enforcement equipment from 21 to 27 The proposed approaches are at the intersections of Sepulveda Boulevard and Slauson Avenue, Washington Boulevard and Helms Avenue, and National Boulevard and Hayden Avenue

Christopher Armenta
City Clerk
City of Culver City, CA

Published in the Culver City News on November 3 and November 10, 2005