Council Agenda Report

City Council Meeting
05-11-26
Item 6.A.

To: Mayor Silverstein and the Honorable Members of the City Council

Prepared by: Tatiana Holden, Interim Public Works Director/City Engineer
Susan Dueñas, Public Safety Director

Approved by: Joseph D. Irvin, City Manager

Date prepared: May 4, 2026 Meeting date: May 11, 2026

Subject: Professional Services Agreement with Blue Line Solutions – CA, LLC

RECOMMENDED ACTION: Authorize the Mayor to execute a Professional Services Agreement with Blue Line Solutions-CA, LLC (Blue Line) to implement and operate a Speed Safety Camera System Pilot Program for an approximately six-year term including five years of camera operations.

FISCAL IMPACT: No additional appropriation is required. This is a service-based contract, and fees are deducted directly from the citation revenue.

STRATEGIC PLAN IMPLEMENTATION: This item supports the City's 2025-2028 Strategic Plan Goal 4: Improve Public Safety.

DISCUSSION: A Request for Proposals (RFP) for experienced firms to provide a turnkey Automated Speed Safety Camera System (SSCS), including the design, hardware, software, installation, operations support, maintenance, and related services was issued on October 16, 2025.

Eight proposals were received in response to the RFP. Firms submitted proposals were: Elovate, Blue Line Solutions, Verra Mobility, Novoa Global, Acusensus, Mobilis, and Jenoptik.

The proposals contained Technical Qualifications and Fee Schedule sections. The Technical Qualifications were rated for the completeness and thoroughness, responsiveness to the terms, conditions and items of performance, qualifications and experience of the contactor and individuals, understanding of the scope and services, and implementation schedule.

Oral interviews were conducted for four vendors: Elovate, Blue Line Solutions, Verra Mobility and Novoa Global. Based on the proposals, reference checks and interviews, staff determined that Blue Line was the best fit for the project. While all of the vendors have extensive experience with speed safety systems, Blue Line clearly understood the conditions in Malibu and were able to clearly identify the project needs and estimate the likely citation rate and resulting workload.

The cost proposal was considered a criterion but was not the focal factor in the selection process for this safety-oriented and not revenue-generating contract. Cost proposals ranged from approximately $500,000 to almost $16 million per year. Based on conversations with the vendors, the wide range of cost proposals is primarily due to vastly different assumptions about the workload that will be required and the level of quality control. Quality control is important because when citations are not accurate and well-documented, they are more likely to be appealed, which incurs more cost.

On April 27, 2026, staff presented the Blue Line Solutions agreement to the Speed Camera System Pilot Program to the City Council. After receiving the presentation from staff, Council requested the following modifications to the Professional Services Agreement with Blue Line Solutions, LLC:

- Provisions for backup battery system supporting temporary operation of the speed cameras during a power outage
- The compensation schedule adheres to the legislative requirements, specifically California Vehicle Code Section 22435 (l), and includes a flat fee.
- Payments are processed monthly.

The revised agreement includes the following language in the Scope of Work to address operations during power outages:

- **Battery Backup and Automatic Failover:** Each system will include an integrated battery backup solution designed to automatically and seamlessly transition from AC power to battery power in the event of a utility outage, with no manual intervention required and minimal interruption to system operation.
- **Backup Duration:** The battery backup system is designed to support 24/7 continuous operation of the SSC System for up to 36 hours under normal operating conditions. Actual runtime may vary based on environmental conditions, system configuration, and usage.
- **Monitoring and Restoration:** Systems will automatically resume AC power operation upon restoration of utility service. Battery health and power status will be monitored remotely, enabling proactive maintenance and response.
- **Service and Limitations:** Provider may perform battery replacement or servicing as needed to maintain system functionality under normal operating conditions. Performance is not guaranteed during prolonged outages, force majeure events, or

conditions outside of BLS's control, including but not limited to natural disasters or extended utility disruptions.

The Fee Schedule was revised to a fixed monthly fee.

The City Council also directed staff to review the Speed Safety System Use Policy and Impact Report to ensure they comply with the racial equity requirements of the California Vehicle Code. Staff are currently consulting with the vendor that developed the reports and the City Attorney's Office to obtain information about the extent of the outreach and determine if it was sufficient. If amendments to either report are needed, staff will return to the City Council for approval.

Next Steps

The approximately six-year term agreement with Blue Line Solutions covers operation and maintenance of the five-year speed safety program, as well as post-program decommissioning services, including fulfilling Senate Bill 1297 reporting requirements. This is a service-based contract, and fees are deducted directly from the citation revenue. Costs incurred during the start-up period will be carried by Blue Line and then reimbursed to them once citation revenues are collected.

After the agreement is fully executed, staff will work with Blue Line to install the cameras, train staff and work with their marketing team to implement a comprehensive public education campaign for the required 30 days prior to activating the system.

Staff recommends the City Council authorize the Mayor to execute a Professional Services Agreement with Blue Line Solutions-CA, LLC (Blue Line) to implement and operate a Speed Safety Camera System Pilot Program for approximately six-year term including five years of camera operations. The City anticipates the start of camera operation before July 4, 2026

ATTACHMENTS: Professional Services Agreement with Blue Line Solutions-CA, LLC

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of May 11, 2026, by and between the City of Malibu, a municipal corporation (hereinafter referred to as the "City"), and Blue Line Solutions, a California limited liability company (hereinafter referred to as "Consultant" or "BLS").

The City and the Consultant agree as follows:

R E C I T A L S

A. The City does not have the personnel able and/or available to perform the services required under this Agreement.

B. The City desires to contract out for consulting services for certain projects relating to the implementation and operation of the Speed Safety Camera System Pilot Program.

C. The Consultant warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.

D. The City desires to contract with the Consultant to perform the services as described in Exhibit A of this Agreement.

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

1.0 SCOPE OF THE CONSULTANT'S SERVICES. The Consultant agrees to provide the services and perform the tasks set forth in the Scope of Work ("Services"), attached to this Agreement as Exhibit A and made part hereof, except that, to the extent that any provision in Exhibit A conflicts with this Agreement, the provisions of this Agreement will govern. The Scope of Work may be amended from time to time by way of a written directive from the City.

2.0 TERM OF AGREEMENT. This Agreement will become effective on May 11, 2026, and will remain in effect until completion of the Services unless otherwise expressly extended and agreed to by both parties or terminated by either party as provided herein.

3.0 TERMINATION.

(a) **Without Cause.** Either the City Manager or the Consultant may terminate this Agreement, without cause, by giving the other party ten (10) days written notice of such termination and the effective date thereof. If the City terminates this Agreement without cause, the Consultant shall prepare and shall be entitled to receive compensation pursuant to a close-out bill for services rendered and fees incurred pursuant to this Agreement through the notice of termination. If the Consultant terminates this Agreement without cause, the Consultant shall be paid only for those services completed in a manner satisfactory to the City.

(b) **With Cause.** If the Consultant or the City fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Consultant or the City violates any of the covenants, agreements, or stipulations of this Agreement, the Consultant or the City shall

have the right to terminate this Agreement immediately by giving written notice to the other party of such termination and specifying the effective date of such termination. The Consultant shall be entitled to receive compensation in accordance with the terms of this Agreement for any work satisfactorily completed hereunder. Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damage sustained by virtue of any breach of this Agreement and any payments due under this Agreement may be withheld to off-set anticipated damages.

(c) **Return of Documents**. In the event of termination, all finished or unfinished documents, reports, photographs, films, charts, data, studies, surveys, drawings, models, maps, or other documentation prepared by or in the possession of the Consultant under this Agreement shall be returned to the City.

4.0 CITY AGENT. The City Manager, or his or her designee, for the purposes of this Agreement, is the agent for the City; whenever approval or authorization is required, Consultant understands that the City Manager, or his or her designee, has the authority to provide that approval or authorization.

5.0 COMPENSATION FOR SERVICES. The City shall pay the Consultant for its professional services rendered and costs incurred pursuant to this Agreement in accordance with the Scope of Work (Exhibit "A") and the compensation schedule (Exhibit "B"). The cost of services shall not exceed $233,480 each month as shown in Exhibit B. No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager, or his or her designee.

(a) The Consultant shall submit to the City, by no later than the 10th day of each month, its bill for services itemizing the fees and costs incurred during the previous month. The City shall pay the Consultant all uncontested amounts set forth in the Consultant's bill within 30 days after it is received.

6.0 CONFLICT OF INTEREST. The Consultant represents that it presently has no interest and shall not acquire any interest, direct or indirect, in any real property located in the City which may be affected by the services to be performed by the Consultant under this Agreement. The Consultant further represents that in performance of this Agreement, no person having any such interest shall be employed by it.

(a) The Consultant represents that no City employee or official has a material financial interest in the Consultant's business. During the term of this Agreement and/or as a result of being awarded this contract, the Consultant shall not offer, encourage or accept any financial interest in the Consultant's business by any City employee or official.

(b) If a portion of the Consultant's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an agreement with a developer of any land within the City or with a City franchisee, the Consultant warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any contract or request to perform services for that identified developer/franchisee during

the term of this Agreement.

7.0 INSURANCE. The Consultant shall submit to the City certificates indicating compliance with the minimum insurance requirements set forth in the attached Exhibit C, which is incorporated herein, no less than one (1) day prior to beginning of performance under this Agreement. Consultant further agrees to comply with all other provisions in Exhibit C.

8.0 INDEMNIFICATION. To the fullest extent permitted by law, Consultant shall indemnify and hold harmless City and any and all of its officials, employees, agents, and/or volunteers ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of services under this Agreement. Consultant's duty to indemnify and hold harmless City shall not extend to the City's sole or active negligence or willful misconduct.

9.0 DUTY TO DEFEND. In the event the Indemnified Parties, individually or collectively, are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall defend the Indemnified Parties at Consultant's cost or at City's option, to reimburse City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by Consultant's negligent acts, errors or omissions. Payment by City is not a condition precedent to enforcement of this provision. In the event of any dispute between Consultant and City, as to whether liability arises from the sole or active negligence or willful misconduct of the City or its officers, employees, or agents, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the Indemnified Parties as solely or actively negligent or to have acted with willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees, and costs of litigation.

10.0 GENERAL TERMS AND CONDITIONS.

10.1 Non-Assignability. The Consultant shall not assign or transfer any interest in this Agreement without the express prior written consent of the City.

10.2 Non-Discrimination. The Consultant shall not discriminate as to race, creed, gender, color, national origin, or sexual orientation in the performance of its services and duties pursuant to this Agreement, and will comply with all applicable laws, ordinances and codes of the Federal, State, County and City governments.

10.3 Compliance with Applicable Law. The Consultant and the City shall comply with all applicable laws, ordinances, and codes of the federal, state, county, and city governments, including, without limitation, Malibu Municipal Code Chapter 5.36 Minimum

Wage.

10.4 Independent Contractor. This Agreement is by and between the City and the Consultant and is not intended, and shall not be construed, to create the relationship of agency, servant, employee, partnership, joint venture, or association, as between the City and the Consultant. The Consultant shall be an independent contractor and shall have no power to incur any debt or obligation for or on behalf of the City. Neither the City nor any of its officers or employees shall have any control over the conduct of the Consultant, or any of the Consultant's employees, except as herein set forth, and the Consultant expressly warrants not to, at any time or in any manner, represent that it, or any of its agents, servants or employees are in any manner employees of the City, it being distinctly understood that the Consultant is and shall at all times remain to the City a wholly independent contractor and the Consultant's obligations to the City are solely such as are prescribed by this Agreement.

10.5 Copyright. No reports, maps or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

10.6 Legal Construction.

(a) This Agreement is made and entered into in the State of California and shall in all respects be interpreted, enforced, and governed under the laws of the State of California.

(b) This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions. Each and every provision of this Agreement shall be construed as though each of the parties participated equally in the drafting of same, and any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

(c) The article and section, captions and headings herein have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.

(d) Whenever in this Agreement the context may so require, the masculine gender shall be deemed to refer to and include the feminine and neuter, and the singular shall refer to and include the plural.

10.7 Counterparts. This Agreement may be executed in counterparts and as so executed shall constitute an agreement which shall be binding upon all parties hereto.

10.8 Final Payment Acceptance Constitutes Release. The acceptance by the Consultant of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to the Consultant for anything done, furnished or relating to the Consultant's work or services. Acceptance of the final payment shall

be any negotiation of the City's payment or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that payment. However, approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of the Consultant, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.

10.9 Corrections. In addition to the above indemnification obligations, the Consultant shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to the Consultant.

10.10 Files. All files of the Consultant pertaining to the City shall be and remain the property of the City. The Consultant will control the physical location of such files during the term of this Agreement and shall destroy the files in accordance with the Malibu Speed Safety System Use Policy upon City's request.

10.11 Waiver; Remedies Cumulative. Failure by a party to insist upon the performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

10.12 Mitigation of Damages. In all such situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

10.13 Partial Invalidity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

10.14 Entire Agreement. This Agreement, together with the attached exhibits, constitutes the whole agreement between the City and the Consultant, and neither party has made any representations to the other except as expressly contained herein. Neither party, in executing or performing this Agreement, is relying upon any statement or information not contained in this Agreement. Any changes or modifications to this Agreement must be made in writing

appropriately executed by both the City and the Consultant.

10.15 Notices. Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

CITY: Joe Irwin
City Manager
City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265-4861
TEL (310) 456-2489 x 226
FAX (310) 456-2760

CONSULTANT: Blue Line Solutions-CA, LLC.
Mark Hutchinson, CEO
4409 Oakwood Drive
Chattanooga, TN 37416
T: (423) 803-9975
E: mark@bluelinesolutions.org

10.16 Warranty of Authorized Signatories and Acceptance of Facsimile or Electronic Signatures. Each of the signatories hereto warrants and represents that he or she is competent and authorized to enter into this Agreement on behalf of the party for whom he or she purports to sign. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered physically or by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.

11.0 FINANCIAL CONFLICT OF INTEREST DISCLOSURE. (City and Consultant initials required at EITHER 7.1 or 7.2)

7.1 Disclosure Required. By their respective initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is a "consultant" for the purposes of the California Political Reform Act because Consultant's duties would require him or her to make one or more of the governmental decisions set forth in Fair Political Practices Commission Regulation 18700.3(a) or otherwise serves in a staff capacity for which disclosure would otherwise be required were Consultant employed by the City. Consultant hereby acknowledges his or her assuming-office, annual, and leaving-office financial reporting obligations under the California Political Reform Act and the City's Conflict of Interest Code and agrees to comply with those obligations at his or her expense. Prior to consultant commencing services hereunder, the City's Manager shall prepare and deliver to consultant a memorandum detailing the extent of Consultant's disclosure obligations in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials MH

7.2 Disclosure not Required. By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____
Consultant Initials MH

[Signatures on Next Page]

This Agreement is executed on _____, at Malibu, California, and effective as of May 11, 2026.

Blue Line Solutions – CA, LLC, a California limited liability company



By: Mark Hutchinson
Title: CEO

CITY OF MALIBU:

_____
BRUCE SILVERSTEIN, Mayor

ATTEST:

_____
KELSEY PETTIJOHN, City Clerk
(seal)

APPROVED AS TO FORM:

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE

_____
TREVOR RUSIN, Interim City Attorney

EXHIBIT A
SCOPE OF WORK

Headings used in this Scope of Work, are for convenience only and do not affect the interpretation of its provisions.

The terms "citation" and "Notice of Violation" are used interchangeably and shall mean the formal charging instrument issued after internal review of a suspected speeding violation.

I. CONSULTANT OBLIGATIONS

PLAN AND DESIGN

1. Blue Line Solutions, LLC ("BLS") shall perform project management functions such as leading project meetings and field visits. Tasks will include construction kick-off meetings, securing traffic control, installing attachments on existing poles or installing new poles if needed, installing signage, maintaining Automated Speed Safety Camera System ("SSC System") equipment, and managing electrification. All systems will be fixed.
2. BLS will conduct necessary analysis of the SSC System locations such as, but not limited to:
    a. Site assessment
    b. Structural analysis
    c. Field inventory
    d. Connections to utilities.
3. For installation work already done, BLS will review the site to ensure the work done to date meets SSC System requirements.
4. In coordination with the City, BLS will plan and design each directional approach with the SSC System, speed feedback signs, speed limit signs with flashing beacons, and "Photo Enforced" signage as described in The City of Malibu's Speed Safety Pilot Program, codified at Cal. Veh. Code §§ 22435-22441 (the "Pilot Program").
5. All plans will comply with applicable regulations, the Pilot Program, City of Malibu standards, Caltrans standards, the City of Malibu Speed Safety System Impact Report, the City of Malibu Speed Safety System Use Policy, and relevant guidelines and standards.
6. BLS will submit one (1) set of conceptual design plans and one (1) set of final design plans for each SSC System location as needed.
7. All plans shall include specification and detail sheets for the camera system, and the type and location of required signage for each camera system.
8. The total power draw per SSC System shall not exceed 90 watts unless authorized by the City.

PLAN AND DESIGN DELIVERABLES

9. BLS will provide the following deliverables to the City:
    a. Implementation Plan
    b. Work Breakdown Structure Summary
    c. Gantt schedule

d. Risk log

e. Communications plans

f. Plans, signed by the BLS's licensed engineer registered in the state of California, of the SSC System installation on the existing signal poles for review and approval

g. Monthly progress reports prior to installation of SSC Systems; anticipated construction schedules; needed construction permits; approvals, and as-builts.

PERMITTING

10. For any permitting already done, BLS will review the site plans to make sure that they meet SSC System requirements.

11. BLS is responsible for obtaining necessary permits, approvals, and certifications as required by the applicable governmental entity having jurisdiction within the public right of way, including Caltrans, as needed.

PERMITTING DELIVERABLES

12. BLS will submit all required documents for City building permits and Caltrans' Encroachment Permit.

IMPLEMENTATION SCHEDULE

13. The implementation schedule will include the following milestones:

    a. Within 45 days from the Notice To Proceed:

        i. A complete set of plans for five (5) SSC Systems signed by BLS's licensed engineer registered in the state of California.

        ii. A detailed construction schedule, demonstrating coordination with Southern California Edison ("SCE") requirements.

    b. Within 90 days from Notice To Proceed:

        i. Installation of roadside equipment at five (5) SSC System sites, including the installation of required electrical connections and metering equipment as specified by Southern California Edison.

        ii. This 90-day timeframe depends on both permit approvals and installations of the SCE meters, either of which may cause delays in the schedule.

        iii. Documents certifying calibration and testing of roadside equipment at five (5) SSC System sites.

    c. Within 100 days from Notice to Proceed:

        i. Operationalize five (5) SSC Systems, including installation and testing.

        ii. Commence the initial 60-day warning period described in Section 70.

        iii. Send monthly flat fee invoice for Services within 15 days following the end of each month, beginning with the warning period.

INSTALLATION

14. To the extent feasible, BLS shall angle the SSC Systems to only capture rear license plate photographs of speeding vehicles and not images of other drivers, vehicles, or pedestrians.

15. BLS will coordinate power connection installation with SCE, along with traffic control.
16. BLS will retain ownership of the SSC System equipment.
17. Both BLS and BLS's subcontractors will be properly licensed to perform this work.

INSTALLATION DELIVERABLES

18. BLS will provide the following documents to the City:
    a. Factory acceptance and site acceptance test plans/reports
    b. Activation plan
    c. Operation plan

IMAGES CAPTURED

19. The SSC Systems shall capture images of the rear license plate of vehicles that are traveling 11 miles per hour or more over the posted speed limit.
20. The SSC Systems shall not capture identifying data of non-speeding vehicles.
21. All imagery shall be provided with high image quality and resolution for the SSC Systems so that Vehicle License Numbers ("VLN") can be read.
    a. Imagery shall be color and made available in a standard format, such as JPG, PNG, BMP, GIF, TIFF, MPEG, MP4, WEBP, or AVI, unless otherwise directed by the City.
    b. BLS shall make archived imagery and related metadata available for authorized City staff.

PRELIMINARY REVIEW

22. BLS will promptly perform a preliminary review of recorded event data of an automated speed violation for the purpose of filtering recorded event data that is not of sufficient quality for further use. For example, BLS may filter event data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. BLS will also filter emergency vehicles.
    a. BLS will perform this review and forward the violation data within 72 hours to the City.
    b. The City will have the sole and exclusive responsibility for the final review of Recorded Events data not filtered by BLS and the authorization and issuance of a notice of violation thereafter.

NOTICE OF VIOLATION REQUIREMENTS

23. BLS will send notices of violation authorized by the City to the registered owner of a vehicle captured traveling 11 miles per hour or more over the posted speed limit within 15 days of the violation, which will include:
    a. A unique citation number.
    b. Algorithm check digits to avoid duplication.
    c. The specific section of the Vehicle Code violated, the speed of the vehicle, the applicable speed limit, and the verification of the most recent calibration of the SSC System pursuant to Cal. Veh. Code § 22435(c)(4).
    d. The camera location.
    e. The location, the date, and approximate time the violation occurred.

f. A clear photograph of the license plate and rear of the vehicle, the vehicle license number, and the name and address of the registered owner of the vehicle. Notices of violation shall exclude images of the rear window area of the vehicle.

g. A statement that payment is required to be made no later than 30 calendar days from the date of mailing of the notice of violation, or that the violation may be contested pursuant to Cal. Veh. Code § 22437.

h. The amount of the civil penalty due for that violation and the procedures for the payment of the civil penalty or for contesting the notice of violation.

i. A web address link to the video of the violation. The notice of violation will also include an affidavit of nonliability, information on what constitutes nonliability, information on the effect of executing the affidavit, and instructions for returning the affidavit to the processor.

j. A proof of service by mail consistent with Section 1013a of the Code of Civil Procedure.

24. BLS will also associate the following with the citation:

    a. Enforcement Data: Badge or ID number of the person issuing the Citation and issuing agency code.

    b. Financial Data: The original fine amount plus the dates and amounts of any penalties or fees that have accrued.

    c. Mail Data: The mail date and description of all Notices or Correspondence letters mailed, including any return or forwarding mail information.

    d. Adjudication Data: The date and time of any Administrative Review, Hearing, or Appeal and subsequent decision.

    e. Protest Data: Date and disposition of Protests of Notices of Violation.

    f. Payment Data: Payment date, payment source (e.g.; mail, in-person, online), payment amount, method of payment (e.g.; cash, check).

NOTICE OF VIOLATION DELIVERABLES

25. BLS will provide City with the following items relating to notices of violation:

    a. Before warnings are issued: Sample notice packages; address verification workflow; returned-mail procedures; bilingual templates.

    b. Once the system goes live: monthly customer service metrics.

AFFIDAVIT OF NONLIABILITY

26. If the affidavit of nonliability is returned to BLS within 30 calendar days of the mailing of the notice of violation, together with proof of a written lease or rental agreement between a bona fide rental company, as defined in Cal. Civ. Code § 1939.01, or a personal vehicle sharing program, as defined in Cal. Ins. Code § 11580.24, and its customer that identifies the renter or lessee, BLS will serve or mail a notice of violation to the renter or lessee identified in the affidavit of nonliability.

27. If the affidavit of nonliability is returned to BLS within 30 calendar days of the mailing of the notice of violation, together with proof of a copy of a police report indicating the vehicle had been stolen at the time of the violation, BLS will not subject the registered owner to a civil violation.

VEHICLE OWNERSHIP ACCESS

28. BLS has the responsibility for identifying vehicle ownership record data through NLETS, USPS, and other sources. The City shall complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.

REGISTRATION INFORMATION

29. BLS will provide reasonably available vehicle registration information necessary to issue Notices of Violation resulting from the SSC System at no additional cost to the City.

NEWGUARD

30. BLS will provide an automated, web-based processing program called NewGuard for all valid Notices of Violation, including image processing, mailing of the initial Notice of Violation and a reminder Notice, printing, and mailing costs. Subject to the approval and authorization from the City, each Notice of Violation will be delivered by first-class mail to the registered owner within 15 days. Subsequent notifications may be delivered by first-class mail.
31. NewGuard will support all phases of Notice of Violation processing, from initial issuance of a Notice of Violation to final resolution by payment, dismissal, or other disposition.
32. NewGuard is web-based and compatible with all widely used browsers, including Microsoft Edge and Google Chrome.
33. NewGuard will enable internal users to upload electronic or hard copy documents, files, e-mails, etc., to the Notice of Violation or other permanent account record.
34. NewGuard will enable internal and, to a limited extent, external users to upload electronic or hard copy documents, files to the Notice of Violation or other permanent account record.
35. NewGuard will include image management functionality that tracks and processes incoming correspondence and permits viewing of scanned correspondence.
36. NewGuard will provide an automated correspondence function that allows the City staff to automatically generate form letters to be printed and mailed.
37. NewGuard will include secure online dashboards with associated databases for processing, reviewing, retrieving, exporting, storing, maintaining, and analyzing Notice of Violation-related data as well as traffic data collected by the system.

CIVIL PENALTIES

38. BLS will not assess a civil penalty to a person if they are subject to criminal penalties for the same act. BLS will apply civil penalties based on the driving speed detected, specifically:
    a. Fifty dollars ($50) for driving at a speed of 11 to 15 miles per hour over the posted speed limit.
    b. One hundred dollars ($100) for driving at a speed of 16 to 25 miles per hour over the posted speed limit.
    c. Two hundred dollars ($200) for driving at a speed of 26 miles per hour or more over the posted speed limit, up to 99 miles per hour.
    d. Five hundred dollars ($500) for driving at a speed of 100 miles per hour or more.
39. As per the law (Senate Bill No. 1297 CHAPTER 631), “a vehicle’s first violation for traveling 11 to 15 miles per hour over the posted speed limit shall be a warning notice.” Such warnings issued by BLS shall count against the Document Production and Mailing Services fixed fees.

40. No Notice of Violation assessing a civil penalty will be issued unless first reviewed and approved by the City.

MAILING

41. BLS will comply with the statutory deadlines in mailing all Notices of Violation.
42. BLS shall comply with all U.S. Postal Service requirements applicable to pre-sorting, bar coding, and first-class mail, including the U.S. Postal Service's "Domestic Mail Manual".
43. BLS will be responsible for verifying addresses and re-sending Notices of Violation (at least two attempts).

VIOLATOR PORTAL

44. BLS will provide a Notice of Violation portal, allowing the registered owner or an individual identified by the registered owner in an affidavit of nonliability as the driver of the vehicle at the time of the alleged violation to review and obtain a copy of the photographic evidence of the alleged violation.

EXPERT TESTIMONY AND EVIDENCE PACKAGES

45. BLS will make available, at BLS's expense, a qualified expert representative to attend and provide testimony for one hearing per Notice of Violation provided that BLS receives at least thirty (30) days prior written notice of each such hearing. BLS is not responsible for the outcome of any such hearing. Additionally, BLS will prepare and submit to the applicable hearing officer, Agency, or Court an Evidence Package to include all paperwork, images, and/or video and other documentation necessary for hearings on all citations/violations contested throughout the life of the program.
46. In the event of additional expert testimony requests, the City will reimburse BLS for costs incurred in making such expert available to testify, including reasonable travel, lodging, and related expenses and time at the expert's then-current hourly rate.

OPERATION SERVICES

47. As part of its full-service program, BLS will assume responsibility for services necessary for the operation of the SSC Systems, including data and connectivity. The City will not be responsible for managing or maintaining any connectivity or data services related to the program. BLS will establish and maintain all required contracts to ensure continuity of service, except for power as described below:
    a. Power will be paid by the City through its existing SCE contract.
    b. BLS will monitor and report on power usage to the City.

TRAINING

48. BLS, at no additional charge, will be responsible for training all individuals requiring system access. This includes training new operators up to six times a year, as staffing assignments may change at the sole discretion of the City. The training session will include:
    a. Written training documentation, created to support the performance of those functions for which the City staff shall be responsible to review and/or testify.
    b. The following topics at a minimum:
        i. Data security policies and procedures.

ii. The definition of Personally Identifiable Information (PII) and what types of PII are stored in NewGuard.

iii. Methods in which City employees and BLS staff can access the data.

iv. Authorized and prohibited uses of data collected from the SSC Systems.

v. Procedures on how to report issues or concerns regarding the SSC Systems.

vi. A review of Malibu's SSC System technology and locations.

vii. A description of the "life cycle" of a violation from event capture through disposition.

viii. A review of the violation templates.

ix. Process of reviewing and issuance of alleged speed violations.

x. The contents of an evidence package.

xi. Data privacy and retention protocols.

xii. Reporting.

c. Documentation of attendees.

TRAINING DELIVERABLES

49. BLS will provide the following to City:

a. City and vendor training curriculum/materials covering access rules, privacy, retention, review/issuance, and incident reporting.

b. Training sessions delivery, inclusive of all supplemental training materials, throughout the year on an annual and as-needed basis for the City personnel who will operate the SSC Systems, review photographic evidence and related violation data, and/or testify in administrative proceedings and any other personnel deemed necessary by the City within the first 3 months following the effective date of the Agreement and up to every 3 months as needed thereafter.

REAL-TIME NOTIFICATION

50. BLS SSC Systems will provide real-time notification to drivers when violations are detected per SB1297 requirements (Cal. Veh. Code § 22435(c)(5)).

MAINTENANCE AND REPAIRS

51. BLS will provide all routine maintenance of SSC System equipment. This activity will include:

a. Inspecting the SSC System and related signage at least once a month to:

i. Certify that the SSC System and signage are installed and operating properly.

ii. Check for and clean up vandalism and authorized posting of materials or graffiti.

iii. Check for damage.

iv. Confirm the structural integrity of the poles and equipment

a) BLS will inform the City of any structural issues that could pose a safety risk.

b. Retaining documentation of the regular inspection, operation, and calibration of the SSC Systems for at least 180 days after the date on which a given SSC System has been permanently removed from use.

c. Conducting responsive adjustments to hardware and firmware as required due to, but not limited to, changes to speed limits or traffic signals.

d. Being available to conduct onsite field visits with City staff.

52. BLS will document via electronic log or other acceptable means of reporting that may be made available to the City upon request, but not less than every two months, the preventive maintenance of all camera equipment and radar components and related services, and all repair activity, planned, unplanned, or emergency, to be maintained by BLS for each incident reported.

53. BLS will ensure that the SSC Systems are updated and upgraded with current photo enforcement software and hardware technology as follows:

    a. As BLS develops and offers new products or upgrades of existing products, BLS shall give the City the opportunity to upgrade to the newest product offerings.

    b. BLS will not implement technology upgrades without the City's approval.

    c. Requests to employ technical upgrades shall be made in writing.

    d. Updates and upgrades to the SSC System throughout the term of the Agreement shall be at no charge to the City.

OPERATION AND CALIBRATION

54. BLS will ensure that the speed safety system is regularly inspected no less than once every 60 days and certify that the system is installed and operating properly.

55. BLS will calibrate each camera unit in accordance with the camera manufacturer’s instructions and provide yearly third-party calibration certification of each SSC System and retain documentation of the calibration of the SSC System for at least 180 days after the date on which a given SSC System has been permanently removed from use.

56. BLS will provide the City with temporary backup battery power and services as follows:

    a. Battery Backup and Automatic Failover: Each system will include an integrated battery backup solution designed to automatically and seamlessly transition from AC power to battery power in the event of a utility outage, with no manual intervention required and minimal interruption to system operation.

    b. Backup Duration: The battery backup system will be designed to support 24/7 continuous operation of the SSC System for up to 36 hours under normal operating conditions. Actual runtime may vary based on environmental conditions, system configuration, and usage.

    c. Monitoring and Restoration: Systems will automatically resume AC power operation upon restoration of utility service. Battery health and power status will be monitored remotely, enabling proactive maintenance and response.

    d. Service and Limitations: Provider may perform battery replacement or servicing as needed to maintain system functionality under normal operating conditions. Performance is not guaranteed during prolonged outages, force majeure events, or conditions outside of BLS’s control, including but not limited to natural disasters or extended utility disruptions.

CALIBRATION AND MAINTENANCE DELIVERABLES

57. BLS will provide the City with the following documents and services:

    a. Inspection, certification, and calibration reports and logs.

b. Provide and report on a preventive maintenance program and, in times of emergency, repair damage of faulty equipment to achieve reasonable reliability and availability of the system.

c. Maintain documentation of monthly monitoring of every SSC System-related field asset, including camera systems and signs. Prepare and submit report to the City.

d. Provide SSC System updates and upgrades at no additional charge to the City.

SERVICE LEVEL AND REPAIRS

58. BLS will provide the City with accessible technical support for critical SSC Systems.

59. BLS will provide emergency repair services to equipment that experiences failures that could prove hazardous.

60. BLS will provide a twenty-four (24) hour emergency contact number for City employees to contact in case of emergency situations.

61. As needed, BLS will implement alternative power sources during emergency situations, including SCE PSPS events.

62. BLS will report equipment or related services outages within 4 hours of occurrence, except under extreme circumstances such as natural disasters. BLS shall report impacts to data, firmware or hardware, whether pertinent to the customer or agency dashboard or to the camera.

63. BLS will provide periodic updates regarding restoration of Service.

64. If the equipment cannot be made operational within 24 hours of when an issue occurs, the camera or equipment shall be replaced at no charge to the City unless the damage was caused by the City, its employees, or authorized agents. Unless otherwise approved by the City, equipment being replaced due to damage, defacement, or inoperability must be replaced with new equipment at no additional cost to the City.

65. BLS will provide 95% or higher uptime for the SSC Systems with the following exceptions:

    a. If requested prior to the incident and approved in writing by the City.

    b. For unforeseen events such as:

        i. A system knockdown or other significant repair that requires coordination with SCE, traffic control, or another third party.

        ii. Loss of internet service or power.

        iii. Natural disaster.

66. BLS will provide 99.9% uptime for NewGuard with the following exceptions:

    a. If requested prior to the incident and approved in writing by the City.

    b. Scheduled patches and releases.

    c. Loss of internet service or power.

    d. Force majeure incidents.

67. Inoperable equipment will be replaced within 24 hours at BLS's expense, with the exception of repairs that require coordination with SCE, traffic control, or another third party who cannot respond within 24 hours.

SERVICE LEVELS AND REPAIRS DELIVERABLES

68. In addition to the service level requirements under “SERVICE LEVELS AND REPAIRS”, above, BLS will enter a Service Level Agreement between BLS and the City.

PUBLIC INFORMATION & EDUCATION (PI&E)

69. BLS will provide graphics and written content (collateral) for public information and education (PI&E) campaigns before the City deploys any SSC System. BLS will continue to assist the agency with ongoing PI&E throughout the program's life.
70. PI&E collateral will include written and graphic material translated into English, Spanish, Vietnamese, and Simple Mandarin Chinese. Items that will be provided are:
    a. Graphics
        i. Provide the following graphics sets, customized to project phases:
            a) Email header image
            b) Website hero image
            c) Facebook image
            d) Instagram image
            e) LinkedIn image
            f) Twitter/X image
            g) Flyer
        ii. Provide the graphics listed above, customized to the following project phases:
            a) Pre-Program
            b) Schedule
            c) Warning Period
            d) Enforcement Period
    b. Written Content
        i. Provide the following written content set for each program phase:
            a) Press Release
            b) Social Media Captions
            c) FAQs for website use
            d) FAQs for street officer use
        ii. Provide the written content sets listed above, customized to the following project phases:
            a) Pre-Program
            b) Schedule
            c) Warning Period
            d) Enforcement Period

WARNINGS

71. BLS will provide the City one (1) Sixty-Day warning period pursuant to Cal. Veh. Code §22435(d)(2)(A) at no additional charge. During the Sixty-Day warning period, Warning Notices rather than Notices of Violation shall be issued for violations detected by the SSC System. Additional warning periods, as requested by the City, will be subject to the fees per "Exhibit B."
72. If additional SSC Systems are utilized on additional streets after the initial program implementation, the SSC System shall support the issuance of Warning Notices rather than Notices of Violation detected by the new SSC Systems during the first 60 calendar days of enforcement for the additional streets added to the program.
73. BLS will issue a warning notice for a vehicle's first violation for traveling 11 to 15 miles per hour over the posted speed limit.
74. No warnings will be issued unless first reviewed and approved by the City.

PRIVACY PROTECTION REQUIREMENTS

75. All data collected from the SSC System is confidential, and BLS will not disclose, share, repurpose, or monetize collected data, except as specifically authorized by the Pilot Program and required by state or federal law, court order, or in response to a subpoena in an individual case or proceeding. BLS will not hold PII as evidence past the time allowable by California law.
    a. Photographic records made by an SSC System for a notice of violation, as described in Cal. Veh. Code § 22435(j), will be purged 60 days after final disposition of the notice of violation.
    b. Administrative records regarding SSC System violations, as described in Cal. Veh. Code § 22435(j)(1), may be retained for up to 120 days after final disposition of the notice of violation.
    c. Photographic records made by an SSC System that does not result in the issuance of a notice of violation shall be destroyed within five (5) business days after the photograph was first made.
    d. BLS shall not use facial recognition technology in conjunction with an SSC System.

INDIGENT OR LOW INCOME VIOLATORS

76. Upon being provided the violator status of low-income or indigent person for a given notice of violation, BLS will:
    a. Update the citation(s) to reflect the low-income or indigent status.
    b. Adjust the fines and penalties pursuant to Cal. Veh. Code § 22439(c).
    c. Offer an installment payment plan to indigent violators with monthly installments of no more than $25/month. The processing fee to participate in a payment plan shall be limited to five dollars ($5) or less.
    d. Indicate that an indigent violator can perform community service in lieu of payment.

INITIAL REVIEW

77. BLS shall be responsible for mailing the results of an initial review within 60 days of receipt of the request for review.
78. BLS will support the initial review process described in Cal. Veh. Code § 22437(a), including:
    a. Scheduling violators for review, based on a request via telephone, in writing, electronically, or in person.

b. Verifying that the review request was submitted no later than 30 days from the date of mailing of the notice of violation.

   i. Responses and/or Notices shall be mailed to violators via first class mail (as specified by SB 1297) if their submission request is outside the allowed review request timeframe.

c. Providing a queue listing the requests for review, sortable by request date, with an alert status for reviews at risk of not being done in a timely manner (suggest 50 days or more past the review request date).

d. Placing a “hold” or "suspend" on the notice of violation payment deadlines pending Review.

e. Providing an evidence package that the reviewer can use to review the violation.

f. Storing the denial or approval of the Protest, date and time of the Review, the person conducting the Review, and the reason for denial or approval of the Protest.

g. Providing a “comments” field for each VLN that will allow both the first level reviewers and the Hearing Division to enter notes about a particular VLN.

h. Providing a separate “comments” field for each notice of violation.

i. Providing the reviewer with the capability to cancel the notice of violation and mailing the results of the initial review.

j. Providing the reviewer with the ability to select a reason for not cancelling the notice of violation.

k. For notices of violation not cancelled by the reviewer, mail the results of the review with the denial reason, notification of the ability to request an administrative hearing, and notice of the procedures adopted by the City for the administrative hearing, including for waiving prepayment of the civil penalty based upon an inability to pay.

l. Supporting daily batch processing and printing of decision letters and complete electronic image updated to file, including all Customer-specific information; Correspondence shall be held for 24 hours after the decision for internal quality control.

m. Automatically issuing refunds to violators who successfully dispute notices of violation.

n. Allowing transmission of letters by e-mail if Customer agrees via online system.

o. Tracking Email notifications by the system within each electronic case file and responses from notification recipients shall be recorded and associated with the associated electronic case file.

79. BLS will be available for periodic spot checks of notice of violation administration to ensure correct violation processing procedures are being followed and being done in the appropriate timeframe as outlined in the Pilot Program. Spot checks shall be performed by authorized City staff.

INITIAL REVIEW DELIVERABLES

80. BLS will provide the City with the following:

    a. Processed digital images and violation data with image and data quality review at every stage, updated violation vehicle information to identify the vehicle within 72 hours following the event.

    b. A monthly report of the violations (discussed in more detail in reporting).

ADMINISTRATIVE HEARINGS

81. BLS will support the administrative hearing process described in Cal. Veh. Code §§ 22437(b) and (c), including:

a. Scheduling violators for administrative hearings, based on a request via telephone, in writing, electronically, or in person. At the time of scheduling, collect the amount of the civil penalty.

b. Allowing for an option of a deposit payment or a hearing deposit waiver form for a hearing to be applied to a notice of violation.

c. Verifying that the review request is made no later than 21 days from the date of mailing of the results of the initial review.

   i. Responses and/or Notices shall be mailed to violators via first class mail if their submission requests are outside the allowed review request timeframe.

d. Recording the requested administrative hearing type as written declaration, video conference, or in person.

e. Providing a queue listing the requests for administrative hearing, sortable by hearing date and hearing type, with an alert status for administrative hearings at risk of not being held within 90 calendar days following receipt of a request (*suggest 75 days or more past the review request date)*.

f. Providing an evidence package that the examiners conducting the administrative hearings can use to review the violation.

g. Allowing the requester to request one continuance of 21 days or fewer.

h. Storing the result of the administrative hearing, date and time of the hearing, the examiner, and the reason for reversal or affirmance of the initial review.

i. Updating of disposition at the time of an examiner's decision, the hearing type (e.g.; in person, mail, telephone), the hearing date, and any Fines or fees due.

j. Providing a "comments" field for each VLN that will allow both the first level reviewers and the Hearing Division to enter notes about a particular VLN.

k. Providing a separate "comments" field for each notice of violation.

l. Providing the examiners with the capability to cancel the notice of violation and mailing the results of the administrative hearing within 60 days of the hearing's conclusion.

m. Providing the examiners with the ability to select a reason for not cancelling the violation.

   i. For violations not cancelled by the reviewer, mail the results of the administrative hearing with the denial reason, notification of the ability to request a superior court hearing, and notice of the procedures adopted by the designated jurisdiction for the superior court hearing, including for waiving prepayment of the civil penalty based upon an inability to pay.

n. Allowing payment of the civil penalty in installments or deferred payment or payments in installments, if the person provides evidence satisfactory to the examiner or the City of an inability to pay the civil penalty in full. If authorized by the governing body of the City, the examiner may permit the performance of community service in lieu of payment of the civil penalty.

o. Issuing refunds to individuals who successfully dispute notices of violation.

p. Supporting daily batch processing and printing of decision letters and complete electronic image updated to file, including all Customer-specific information; Correspondence shall be held for 24 hours after the decision for internal quality control.

q. Allowing transmission of letters by e-mail if the City agrees via online system.

i. Tracking Email notifications by the system within each electronic case file and responses from notification recipients shall be recorded and retained within the associated electronic case file.

SUPERIOR COURT (DE NOVO) HEARING

82. BLS will support the superior court (de novo) hearing process by:
    a. Providing the evidence package for the administrative record as requested by the City.
    b. Recording the results of the Superior Court hearing and either cancelling or proceeding with the collection of the civil penalty
    c. Calculating the interval open to file a Superior Court (de novo) hearing (i.e., 30 days after the mailing of the administrative hearing decision) so the City can determine if the requested Superior Court hearing is within the allowed timeframe.
    d. Proceeding with collection of the civil penalty if the Superior Court decision is adverse to the appellant.

FIVE-YEAR REPORT

83. BLS will help the City prepare the evaluation of the SSC Systems in the City to determine the SSC Systems' impact on street safety and the SSC Systems' economic impact on the communities where the SSC Systems are utilized by tracking and providing the following information:
    a. Data, at least six months after implementation of each SSC System, on the number and proportion of vehicles speeding from 11 to 15 miles per hour over the legal speed limit, inclusive, from 16 to 25 miles per hour over the legal speed limit, inclusive, 26 miles per hour over the legal speed limit, and for every violator traveling at a speed of 100 miles per hour or greater.
    b. Data on the average speed of vehicles and 85th percentile speed of vehicles.
    c. The number of notices of violation issued under the program by month and year, the corridors or locations where violations occurred, and the number of vehicles with two or more violations in a monthly period and a yearly period.
    d. The number of notices of violation paid, the number of delinquent violations, and the number of violations for which an initial review is requested. For the notices of violation in which an initial review was requested, the report shall indicate the number of violations that went to initial review, administrative hearing, and de novo hearing, the number of notices that were dismissed at each level of review, and the number of notices that were not dismissed after each level of review.
    e. Invoices that reflect BLS's costs associated with implementation and operation of the SSC Systems.
    f. Reporting on revenues collected by the City.
    g. The number of notices of violations issued to indigent individuals, the number of notices of violations issued to individuals of up to 250 percent above the poverty line, and the number of violations issued to each ZIP Code.

OTHER REPORTING AND ANALYTICS

84. BLS will collect, manage, maintain, and provide violation-related and traffic-related data during operation of any SSC System component. BLS will evaluate the data as required throughout the system life cycle (such as, but not limited to before and after speed studies, violation rates, and other data required under the Pilot Program).

85. BLS will capture, store, and make immediately available traffic volume data (e.g. speed breakdown, time of day volume, etc.) from each SSC System site. Individual camera site data shall be easily retrievable and shall be able to be imported by the City staff into XLS, CSV, or other mutually agreed upon format.
86. BLS will provide an audit trail that lists the status of all notices of violation by number, regardless of whether a notice of violation was paid, dismissed, or otherwise disposed.
87. NewGuard will have the ability to view and query reports on historical payments by license plate in order to see if there are consistencies among the actions of a specific individual. The indexing of historical payment data to be drawn upon when needed is an acceptable solution.
88. NewGuard will report on vehicle speed and volume, violation rejection rate and type, notices of violation generated, and other data required for automated notice of violation generation, notice of violation disposition, and comprehensive traffic analysis on photo enforcement locations.
89. NewGuard will track and offer reports on SSC System Program services and performance metrics such as technical and human error, system constraints, event-to-rejection rates, and post-assessment of data quality pertaining to dismissed Notices of Violation.
90. BLS will provide the City with monthly, quarterly, and annual activity reports concerning SSC System Program results.
91. BLS will provide flexible management reports for data analysis and oversight of the SSC program. BLS shall provide reports that include but are not limited to the following areas:
    a. Program management
    b. Performance standards
    c. Operational statistics
    d. Revenue and financial reporting
    e. Management summary
    f. Transactional reports
    g. Reconciliation reports
    h. Contract compliance
    i. Management Reports
92. BLS will provide financial reports, including:
    a. Payments and totals
    b. Number of payments received
    c. Number of Citations processed,
    d. Revenue received
    e. Form of payment
    f. Processor
    g. Batch number
    h. Breakdown of payment type
    i. Adjustment for bad checks

93. Monthly financial reporting shall include:
    a. Number of payments received
    b. Dollar amount received
    c. Notice date
    d. Transaction date (record update)
    e. Notice of violation number
    f. Partial payments
    g. Refunds deducted
    h. Aged revenue
    i. Fine/penalty breakdown
94. Revenue Distribution Reports ("RDR") shall be tailored to allocate all notice of violation revenue to the City, other issuing agencies, and the state as specified by the City.
95. Financial reports shall include the types of records updated, total records updated, and reconciliation of errors.
96. Update Reports shall include:
    a. Types of records updated
    b. Total records updated
    c. Reconciliation of errors
97. BLS will provide transaction edit reports.
98. BLS will provide production control reports.
99. BLS will provide workstation operator productivity reports.
100. Notices of Violation Issued Reports will include:
    a. Notices of violation issued by the City, issuing officer, area, and detail regarding the monetary value of notices of violation issued and amounts paid.
101. Notice of Violation Dismissal Reports will include:
    a. Notices of violation dismissed by the City, issuing officer, and violation type.
102. Administrative Dismissal Reports
    a. Notices of violation dismissed by category and examiners.

    Administrative Hold Reports will include:

    b. Notices of violation that have been suspended by category, issuing officer, and examiners, and notices of violation added and deleted by category.
103. Notices Mailed Reports will include:
    a. Notices mailed by type and total mailed by type.
104. BLS will provide to the City a monthly report of SSC System results within fifteen (15) days of the end of each calendar month. The report will include the following information:
    a. Total number of violation events.

b. The number and proportion of vehicles speeding:
   i. From 11 to 15 miles per hour over the legal speed limit, inclusive.
   ii. From 16 to 25 miles per hour over the legal speed limit, inclusive.
   iii. 26 miles per hour over the legal speed limit.
   iv. Traveling at a speed of 100 miles per hour or greater.
   v. The average speed of vehicles.
   vi. The 85th percentile speed of vehicles.
c. Total number of actionable violation events.
d. Total number of Notices of Violation issued.
e. Total number of Notices of Violation paid.
f. Reports on ongoing operations as required or such other reports and documents as are mutually agreed upon between BLS and the City.

REPORTING DELIVERABLES

105. BLS will provide the City with the following:
   a. Monthly analytics (speed distributions, violation volumes, QC statistics).
   b. Vehicle volume and speed data exports per each SSC location.
   c. Evidence transfer to City ≤72 hours post-event.
   d. Quarterly and annual program Training.
   e. Monthly generated reports containing the quantity of possible traffic violations, quantity and reasons for citation rejections.
   f. Monthly reports containing the number of warning letters and Notices of Violation mailed each day.
   g. Monthly report on number and speed of vehicle passes.
   h. Data reports for the City available within 10 days after the end of each calendar month. Data should be made available in electronic formats and hard copies.
   i. SSC System Program results monthly, quarterly, and annually.

CREDIT CARD AND DEBIT CARD PAYMENT

106. BLS will provide services that accept payments for notices of violation via the internet using a debit or credit card. BLS shall balance all transactions and transferred amounts and resolve any discrepancies. Credit card and debit card payments will include:
   a. Full compliance with Level 1 Payment Card Industry Data Security Standards, including mandated updates. BLS will act as Merchant of Record, unless the City exercises its right to assume this function.
   b. BLS will store detailed information regarding each transaction, including the last four digits of the credit card number (masked), registration, date, and time of transaction, authorization status, and amount of payment shall be captured and retained.

c. Ability to perform research and payment investigations based on storage of muted credit card number.

d. Revenue received shall be deposited daily to the City designated account through electronic transfer.

SSC RELOCATION

107. If the City decides to relocate an SSC System, BLS will prepare a plan for the removal and replacement of the SSC System at no additional cost to the City.

108. BLS will develop design plans for the new SSC System location with specification and detail sheets for the camera system, and the type and location of required signage for each camera system.

CASHIERING SYSTEM

109. BLS will provide a fully integrated cashiering system for in-person citation payments.

110. BLS will provide a system with a failover cellular data connection, for use if the main internet service connections go offline. If both primary and secondary systems are offline, BLS will display a screen instructing users to call the BLS toll-free number to facilitate payment over the phone.

111. The cashiering system will:

a. Retrieve information from the Citation System database, such as notice of violation status, vehicle history, and DMV inquiries.

b. Print a detailed payment receipt.

c. Create a clear, auditable record of payments received, including options for imaging of check or money order rendered.

d. Track segregated cash out by operator

e. Provide automatic check endorsement

f. Separate totals for cash, check, money order and credit/debit card transactions

g. Reconcile payment transactions.

h. Provide ad-hoc, query-able reporting to build and customize reports by field for accounting and reconciliation needs.

DATA SECURITY AND STORAGE

112. BLS will maintain an alternate location from the primary data storage center. All data centers used in conjunction with the Agreement are within the continental United States.

113. BLS will use appropriate and current web application security project protocols and will not modify any web application security protocols without written notification to and written approval from the City.

114. BLS will provide for the following security measures for Citation System related hardware, software, and support services:

a. Ability to restrict the City staff access to the system by time of day and based upon proper authorization. This functionality will be available to the City before the 60-day warning period described in Section 70 begins.

b. Audit trail of any modification to Customer records or User access parameters.

c. Transaction histories with date, time, and identification of every transaction.

d. Strict control and reconciliation procedures for every system update.

e. Software virus detection and control.

f. Appropriate backup and archiving techniques that are periodically tested and evidenced.

DATA SECURITY AND STORAGE DELIVERABLES

115. BLS will provide the City with the following:

a. Backup and recovery procedures

b. A data protection plan

c. Security plan (Multi-Factor Authentication, Role-Based Access Control, auditing); data dictionary and export specs (CSV/XLS file format)

AUDITING, RECORDS INSPECTION, AND RECONCILIATION

116. The Citation System shall be required to provide an integrated, comprehensive and fully auditable financial processing system for all financial transactions.

117. The City shall have the right to inspect BLS's records, which include, but are not limited to: accounting records (hardcopy as well as computer data), written policies and procedures, organization charts, internal audit reports, all Correspondence, subcontractor files, reports, and any other documents relating to the performance of this Contract shall be open to inspection and subject to audit and/or reproduction by the City, the City auditors, the City Attorney, or designees of the City as necessary to adequately permit evaluation and verification of BLS's compliance with contractual provisions.

118. All monies and receipts deposited to the City's bank accounts shall be balanced to revenue distribution reports based upon the notices of violation paid and fees collected as reflected in NewGuard.

119. BLS shall research and resolve any discrepancies between processing logs/worksheets, batches, and databases and provide revenue distribution reports balanced to the cashiering system totals upon request.

120. BLS's SSC System audit report shall be produced annually to align with the City's fiscal year calendar (July 1-June 30).

121. BLS shall reconcile all transactions updated to the database based upon the individual needs of the City.

122. BLS shall reconcile new notices of violation added to the database through all stages of processing, including initial receipt from the City, batching for data entry, subsequent processing, and update to NewGuard.

123. BLS shall allow the City staff access to NewGuard to make adjustments and/or reverse payment transactions for returned check items, send customizable Correspondence to the Customer advising them of the consequences and penalties applied because of the returned check transaction, update the Citation record and resume normal noticing and processing of the Citation.

124. NewGuard shall process various financial adjustments and update the Citation System to accurately reflect notice of violation status.

125. The City shall research overpayments and payments applied in error, perform the necessary financial adjustments, allow the ability to transfer paid amounts between two notices of violation if required, and process manual refunds in accordance with California law and the City policy.

    a. These transactions shall undergo an accounting process separate from the daily reconciliation for in-person, mail-in, and online payments.

POST-PROGRAM SUPPORT

126. After the Speed Safety Camera System Pilot Program Pilot Program concludes and SSC systems are no longer capturing speed violations, BLS will remove SSC Systems in accordance with applicable plans, design review, and permitting requirements. In addition, BLS will :

    a. Provide the City with support for reporting and metrics on the results of the Speed Safety Camera System Pilot Program for a period of one hundred and eighty (180) days.

    b. Unless it is unlawful to do so, for a period of ninety (90) days, BLS will continue to process all events captured before the conclusion of the Speed Safety Camera System Pilot Program and provide all services associated with processing in accordance with this Agreement. After such ninety (90) day period, BLS will terminate all use of NewGuard for the City's Program and upon such termination, NewGuard, including the public portal website accessible by Owners/violators, and related bank accounts shall no longer be capable of accepting payments.

MODIFICATIONS TO REQUEST FOR PROPOSAL TASKS: CALIFORNIA-SPECIFIC CUSTOMIZATIONS

The following items from the City's Request for Proposal (RFP) will require requirements definition, testing, and development in NewGuard. These items will be supported by alternative processes until incorporated in NewGuard. A phased development plan will be created with the City.

TASK 7 MANAGE ADMINISTRATION OF VIOLATION LIFE CYCLE

RFP LANGUAGE:

"*Capture, store, and make immediately available traffic volume data (e.g. speed breakdown, time of day volume, etc.) from each SSC System site.*"

DEVELOPMENT RESPONSE:

Currently, the information can be ready within one business day of request. BLS will modify the NewGuard™ system to enable immediate access. BLS will work with the City to incorporate that functionality.

TASK 8 DATA AND RECORD MANAGEMENT

RFP LANGUAGE:

"The Contractor shall provide a standard relational database to allow authorized the [sic] City personnel to easily enter, access, search, and sort the database by various parameters including but not limited to: date of event, violation or alert tracking number, time of event, location of event, vehicle registration plate information, vehicle registration plate issuing state, specific lane in which the event occurred, non-processing reject code, average speed of detected vehicles, highest violator speed per site (daily, weekly, monthly), rejects/approvals/performance by the City personnel, and error alert type by date and location."

DEVELOPMENT RESPONSE:

Blue Line Solutions invites the City to review the NewGuard™ reporting module before requiring the creation of this database. If the module does not meet the City's needs, the City and BLS will jointly define additional reporting requirements.

TASK 9.1 SECURITY

RFP LANGUAGE:

"*The Contractor shall provide for the following security measures for Citation System related hardware, software and support services:*

a) Ability to restrict the City staff access to the system by time of day and based upon proper authorization"

DEVELOPMENT RESPONSE:

BLS will modify our NewGuard™ system to restrict access by the time of day (currently, the system restricts access by user but not by time of day).

TASK 9.5 CITATION DETAIL

RFP LANGUAGE:

"The City of Malibu shall offer a diversion program for indigent speed safety system violation recipients to perform community service in lieu of paying civil penalties. Indigent speed safety system violation recipients shall alternatively have the ability to pay applicable penalties over a period of time with monthly installments of no more than twenty-five dollars ($25) per month. Applicable fines and penalties may be reduced by 80 percent for indigent persons, and by 50 percent for individuals up to 250 percent above the federal poverty level.

DEVELOPMENT RESPONSE:

While NewGuard™ can accept partial payments, it does not have a specific indigent payee process. BLS will create and incorporate a robust, Malibu-specific diversion process for the NewGuard™ software that will include:

- Identification of ***status*** as indigent or up to 250 percent above the federal poverty level, with an indication of the documentation reviewed to verify the status
- Resolution options for community service
- Fine reduction options tied to that status
- Partial payment options

BLS will work with the City to document and design the end-to-end functionality in NewGuard. Until the software is updated and tested, BLS will support the indigent diversion program with manual processes as defined in the business rules with the City's input and approval.

TASK 9.6 ELECTRONIC IMAGING

RFP LANGUAGE:

"*The Citation System shall enable internal and, to a limited extent, external users to upload electronic or hard copy documents, files, e-mails, etc. to the Citation or other permanent account record.*"

DEVELOPMENT RESPONSE:

BLS will work with Malibu to define and prioritize requirements for uploading external files to the Citation. Until the software is updated and tested, BLS will support the external document upload requirements with manual processes as defined in the business rules with Malibu's input and approval.

TASK 9.10 NOTICES AND CORRESPONDENCE

RFP LANGUAGE:

"*Provide an automated Correspondence function that allows the City staff to automatically generate form letters to the satisfaction of the City.*"

DEVELOPMENT RESPONSE:

BLS will work with the City to document and design NewGuard™ to incorporate form letters. Until the software is updated and tested, BLS will support form letter creation with manual processes as defined in the business rules, with the City's input and approval.

TASK 10 PROTEST SUBMISSION

While BLS does have a court module, the California protest process is different from the standard appeal process in other states. BLS will create a customized protest process for the City that includes:

- Queues for both the review and hearing process with an expiring indicator when the 90-day timeframe is expiring
- Hearing deposit or deposit waiver tracking that is linked to the status described in Task 9
- Denial workflows that include both payment and appeal options
- Approval workflows that include refund options
- Reporting needs to support the payment process (such as the number of citations in each process)

BLS will work with Malibu to document and design the end-to-end functionality in NewGuard™. Until the software is updated and tested, BLS will support the protest program with manual processes as defined in the business rules, with the City's input and approval.

II. CITY OBLIGATIONS

GENERAL

1. The City will ensure the programs and their enforcement procedures comply with all applicable laws and/or policies.
2. The City agrees to direct its Agencies and departments to work with BLS to the best of their ability on the required system and program implementation and provide reasonable access to the City's personnel and facilities to permit BLS and the City to fulfill the obligations under this Agreement.
3. The City will provide a project manager or other designated individual with authority to execute the City's responsibilities under the Agreement.

INSTALLATION

4. The City will install the required signal poles to hold the SSC Systems, as well as the electrical service for the initial locations, as well as for any SSC System relocations that occur during the term of this Agreement.
5. The City agrees to use due diligence in working with BLS to secure all necessary permits or other documentation to install and operate SSC Systems under the City's control. The responsibility for all documentation required to obtain permits is the responsibility of BLS. The City will assist, to the best of its ability, in obtaining any other permits or authorizations from the appropriate Department of Transportation, Municipality, or other government agency, as applicable, for operation in such locations. The City will not charge BLS for necessary City permits.
6. The City will make its Public Works Department, Electricians, or other staff available to BLS to help identify, coordinate, and permit pole locations, gain access to electricity hookups, etc., as needed. If the SSC Systems are to be mounted on existing structures, the City will issue a letter to BLS authorizing the use of the identified location.
7. The City will issue a letter to BLS showing its authorized use for each pole identified for each SSC System to be mounted.

POWER

8. The City will pay the power costs for the SSC Systems and associated signage through its existing SCE contract.

FLASHER SCHEDULES

9. The City will provide BLS with the appropriate schedules and activation times necessary for initial and ongoing programming of enforcement cameras and related system equipment, including the physical flashing lights ("Flashers"). The City must also promptly notify BLS of any unscheduled construction or disruptions affecting the regular schedule within a Traffic Safety Corridor.
    a. BLS will use the schedules to set multiple speed citation thresholds within multiple time periods throughout the day as needed, such as for construction zone speed limits and enforcement times.

VEHICLE REGISTRATION AND OWNERSHIP

10. BLS has the responsibility for identifying vehicle ownership record data through NLETS, USPS, and other sources. The City will complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.

EVENT REVIEW

11. The City will authorize an agency officer to carefully review each potential Violation captured by the SSC System and transmit an electronic signature to each Notice of Violation approved by the City.
12. If an event does not result in a notice of violation, it will be purged within five business days from the date it is determined that it is a non-violation event.
13. The City hereby acknowledges and agrees that the decision to issue a Notice of Violation will be the sole, unilateral, and exclusive decision of the authorized officer in such officer's sole discretion, and in no event will BLS have the ability or authorization to make a Notice of Violation decision.

FINES AND COLLECTIONS

14. BLS is responsible for issuing notices of violation, after City review and approval, and collecting all fines and fees associated therewith. The City will approve customary fine collection services on behalf of BLS to reach a final disposition for all unpaid or contested violations.
    a. To the extent permitted by law, the City agrees to hold harmless BLS from any liabilities, claims, or expenses to the extent caused by City's failure to provide timely notice of changes to a location's speed enforcement schedule.

SYSTEM DAMAGES

15. The City will promptly compensate BLS for negligent or intentional damage to the SSC Systems caused by the City, its employees, or authorized agents. All costs will be deducted from the program funds in the next billing cycle(s) by BLS. BLS will notify the City of all damage to its system prior to deducting the funds required to pay for the damage.

PERSONNEL CHANGES

16. The City agrees to notify BLS of any resignations or terminations of its personnel so that they can be removed from all applicable systems. This is required to maintain Criminal Justice Information Services (CJIS) access and compliance.
17. The City agrees to provide and maintain the following information for each location enforced:
    a. Speed limit (and schedule if speed varies by time of day)
    b. Enforcement speed threshold
    c. Enforcement times (for example, 24X7)

SIGNAGE

18. Malibu will install the below signage no more than 500 feet before the placement of the system:
    a. Signs stating "Photo Enforced"
    b. Speed limit signs with flashing beacons
    c. Speed feedback signs

PUBLIC INFORMATION & EDUCATION

19. The Malibu City Council has adopted and approved the Speed Safety System Use Policy and the Speed Safety Impact Report required by and defined in the Pilot Program.

20. Malibu will be responsible for updating the City's website to identify the street or portions of the street approved for enforcement using a speed safety system and the hours of enforcement whenever the City changes the locations of enforcement.
21. The City will administer a public information campaign for at least 30 calendar days prior to the commencement of the program, which will include public announcements in major media outlets and press releases.

INITIAL REVIEW AND ADMINISTRATIVE HEARINGS

22. The City Council or City Manager will appoint or contract with qualified independent examiners for reviews and administrative hearings, as required by Cal. Veh. Code § 22437(c)(4)(A) .
23. The City will set the schedule, location, and availability for examiners for review and administrative hearings.
24. The City will establish the administrative hearing processes.
25. If a notice of violation is dismissed following an administrative hearing, the City will refund any civil penalty, if paid, within 30 days.
26. The City will define the training needs for the examiners according to the minimum requirements in Cal. Veh. Code § 22437(c)(4)(B), and may reimburse the examiner for training costs if not an employee.
27. The City will work with the examiners to promote reviews and hearings within the timeframe the statutes require (within 60 days of receipt of a request for reviews and within 90 days for hearings).

SUPERIOR COURT (DE NOVO) HEARINGS

28. For Superior Court (De Novo) Hearings held pursuant to Cal. Veh. Code § 22438, the City will develop processes to inform BLS when:
    a. An evidence package is needed.
    b. The final outcome of the hearing is issued.
29. If the appellant prevails, the City will be responsible for refunding the Superior Court fee and any payment of the civil penalty in accordance with the judgment of the Superior Court.

INDIGENT AND LOW-INCOME VIOLATORS

30. The City will be responsible for reviewing evidence that a violator is either indigent or low-income and updating the citation(s) in NewGuard accordingly.
31. The City will be responsible for tracking community service obligations and their fulfillment if a violator elects that option.

FIVE-YEAR REPORT

32. The City will prepare the evaluation of the SSC Systems in the City to determine the SSC Systems' impact on street safety and the SSC Systems' economic impact on the communities where the SSC Systems are located. The City will track and provide the following information for the report:
    a. Data, at least three months before implementation of each system, on the number and proportion of vehicles speeding from 11 to 15 miles per hour over the legal speed limit, inclusive, from 16 to 25 miles per hour over the legal speed limit, inclusive, 26 miles per hour over the legal speed limit, and for every violator traveling at a speed of 100 miles per hour or greater.

b. Data, before and after implementation of the system, on the number of traffic collisions that occurred where speed safety systems are used, relative to citywide data, and the transportation mode of the parties involved. The data on traffic collisions shall be categorized by collision type and injury severity, such as property damage only, complaint of pain, other visible injury, or severe or fatal injury.

c. The City's costs associated with implementation and operation of the SSC Systems above and beyond the costs for which BLS provides invoices (for example, City personnel time).

d. A racial and economic equity impact analysis, developed in collaboration with local racial justice and economic equity stakeholder groups.

TRAINING

33. The City will determine what training is required as part of this program. BLS will make the training materials in its Scope of Work available as part of this effort.

34. The City will schedule attendees for training and set attendance rules (for example, how much class can a participant miss before that participant is considered not to have completed the training?).

GENERAL

35. Certain items specified in BLS's proposal require BLS to develop customized processes in NewGuard in order to comply with SB 1297. Malibu will assist BLS in identifying and communicating with third parties to answer questions, review prototypes, and provide other input necessary for BLS to develop such NewGuard configurations in a timely fashion. If BLS's ability to complete the configurations is materially impacted by delays in obtaining necessary third-party input despite BLS's best efforts, City and BLS shall meet and confer in good faith to adjust applicable schedules.

36. Additional specifications or City requests not included in this Scope of Work will be priced for and approved via a change request.

CRIMINAL JUSTICE INFORMATION SYSTEM (CJIS) ACCESS

37. City and BLS acknowledge that certain Services may require access to the Criminal Justice Information System (CJIS) subject to approval by the City's contracted law enforcement agency, including the Los Angeles County Sheriff's Department. The City shall reasonably cooperate in facilitating BLS's coordination with such agency regarding any required CJIS Security Addendum or related approvals. The parties shall work together to obtain these approvals since citations cannot be issued without them.

EXHIBIT B
COMPENSATION SCHEDULE

PCH SPEED SAFETY CAMERAS SYSTEM

Description	Qty	Unit	Year One	Year Two	Year Three	Year Four	Year Five
Software Solutions							
Software Solution Licenses	**7**	**Users**	Included	Included	Included	Included	Included
E-commerce Web Portal(s)	**1**	**LS**	Included	Included	Included	Included	Included
Cashiering Support	**1**	**LS**	Included	Included	Included	Included	Included
Hardware Solution							
Speed Safety Cameras, data storage, and related infrastructure	**10**	**Locations**	**$440,400**	**$440,400**	**$440,400**	**$440,400**	**$440,400**
Installation, maintenance and training	**10**	**Locations**	Included	Included	Included	Included	Included
Document Production and Mailing Services							
Outgoing document production	**1**	**LS**	**$2,361,365**	**$2,361,365**	**$2,361,365**	**$2,361,365**	**$2,361,365**
Incoming correspondence	**1**	**LS**	Included	Included	Included	Included	Included
Payment processing	**1**	**LS**	Included	Included	Included	Included	Included
Accounts receivable, receivable, revenue and payment tracking	**1**	**LS**	Included	Included	Included	Included	Included
		Total	**$2,801,751**	**$2,801,751**	**$2,801,751**	**$2,801,751**	**$2,801,751**
		Total Monthly	**$233,480**	**$233,480**	**$233,480**	**$233,480**	**$233,480**

EXHIBIT C
INSURANCE LANGUAGE

Without limiting Consultant's indemnification of City, and prior to commencement of work and/or services under this Agreement, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than 1,000,000 combined single limit for each accident.

Professional Liability (Errors & Omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (statutory limits) and Employer's Liability insurance (with limits of at least $1,000,000).

Consultant shall submit to Agency, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

Umbrella or Excess Liability Insurance. Consultant shall obtain and maintain an umbrella liability insurance policy with limits that will provide bodily injury, personal injury, and property damage liability coverage, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason, other than bankruptcy or insolvency of said primary insurer;
- "Pay on behalf of" wording as opposed to "reimbursement";
- Concurrency of effective dates with primary policies.

Should Consultant obtain and maintain an excess liability policy, such policy shall be excess over commercial general liability, automobile liability, and employer's liability policies. Such policy or

policies shall include wording that the excess liability policy follows the terms and conditions of the underlying policies.

OTHER PROVISIONS OR REQUIREMENTS

Proof of Insurance. Consultant shall provide certificates of insurance and required endorsements to City as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City for the contract period and any additional length of time required thereafter. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of Coverage. Consultant shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self- insurance shall be called upon to protect it as a named insured.

City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City and shall require similar written express waivers and insurance clauses from each of its subconsultants.

Enforcement of Contract Provisions (Non Estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with

any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the City immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies.

Prohibition Of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests' provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by Consultant (hereinafter collectively "Subcontractor"), provide the same minimum insurance coverage and endorsements required of Consultant under this Agreement. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event Consultant's Subcontractor cannot comply with this requirement, which proof must be submitted to the City, Consultant may still be able to utilize the Subcontractor provided Consultant shall be required to ensure that its Subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with Subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this Agreement. This provision does not relieve the Consultant of its contractual obligations under the Agreement and/or limit its liability to the amount of insurance coverage provided by its

subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a Subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this Agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with Subcontractors, and others engaged in the project and/or services, will be submitted to City for review.

City's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days' advance written notice of such change. If such a change results in substantial additional costs to the Consultant, the City and Consultant may renegotiate the Consultant's compensation.

Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely Notice Of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. The consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.