

Revised

Agenda Item #:

5-D-2

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: July 16, 2013 [] Consent [X] Regular
[] Ordinance [] Public Hearing

Department:
Submitted By: Engineering & Public Works
Submitted For: Traffic Division

I. EXECUTIVE BRIEF

- A) **Staff recommends motion to adopt:** a resolution to authorize the County Administrator or his designee as the clerk to the local hearing officers for red light camera violation appeals; and
- B) **Staff recommends motion to approve:** an administrative fee in the amount of \$70 for red light camera violation appeals; and
- C) **Staff recommends a motion to approve:** the Fifth Amendment to the red light violation camera and citation system contract, No. 09-015/LJ (Contract), with American Traffic Solutions dated July 21, 2009, R2009-1133, extending the contract and amending it to conform to the requirements of Laws of Florida 2013-160, and Ordinance 2013-016.

SUMMARY: Approval of the Fifth Amendment will extend the contract for the last one year term. Adoption of the Resolution will appoint the County Administrator or his designee as the clerk to the local hearing officers for Red Light Camera Violation Appeals. Approval of the administrative fee will allow the local hearing officer for red light camera violation appeals to assess an administrative fee of \$70, when the violation is upheld. The amendment to the contract will extend it for the second and last one year period. The amendment also addresses changes in the appeals process required by Laws of Florida 2013-160.

Countywide (MRE)

Background and Justification: Laws of Florida 2013-160 allows for appeals to red light camera violation to be heard by a local hearing officer. The law allows an administrative fee not to exceed \$250, when the violation is upheld. Staff recommends an administrative fee of \$70. The administrative fee of \$70 should cover the cost of running the administrative hearings. The law requires the County to designate by resolution existing staff to serve as the clerk to the local hearing officer. The County administrator or his designee will be designated as the clerk.

At the June 4, 2013 Commission meeting, several Commissioners asked about the effectiveness of the red light cameras. A report showing crash history, citation history and revenue was recently sent to the Board of County Commissioners and is included as Attachment 3.

Attachments:

1. Fifth Amendment to Red Light Violation Camera and Citation System Contract, No. 09-015/LJ
2. Resolution
3. Red Light Camera Program Report.

Recommended By: _____
Division Director Date

Approved By: S. T. Webb _____
Department Director Date 7/15/13

**FIFTH AMENDMENT
TO CONTRACT FOR
RED LIGHT VIOLATION CAMERA
AND CITATION SYSTEM
(Contract No. 09-015/LJ)**

THIS FIFTH AMENDMENT, dated _____, 2013, to Contract No. 09-015/LJ, dated July 21, 2009, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and American Traffic Solutions, Inc. located at 1330 W. Southern Avenue, Ste. 101, Tempe, Arizona, 85282, a corporation, authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the parties have entered into that certain Contract dated July 21, 2009, hereinafter referred to as the "CONTRACT", whereby the CONTRACTOR has agreed to provide, install, administer, and service a red light violation camera and citation system to the Engineering Department, Traffic Division; and

WHEREAS, the First Amendment to the CONTRACT, dated December 21, 2010, amended the contract to comply with the Mark Wandall Traffic Act signed into law by the Governor in May, 2010; and

WHEREAS, the Second Amendment to the CONTRACT, dated September 7, 2011, amended the contract to replace the name of the bank used by the CONTRACTOR to process payments and amended ARTICLE 5 – PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS to revise the language; and

WHEREAS, the Third Amendment to the CONTRACT, dated January 17, 2012, amended the contract to identify intersections where cameras are installed that are active and not active; and

WHEREAS, the Fourth Amendment to the CONTRACT, dated July 10, 2012, amended the contract to exercise the first renewal option, revised the CONTRACTOR's address for Notice purposes, and amended the contract to add ten (10) more intersections where cameras would be installed; and

WHEREAS, the parties desire to exercise the second option for renewal of the CONTRACT for the period July 22, 2013, through July 21, 2014 (final renewal); and

WHEREAS, the parties desire to modify ARTICLE 4 – PAYMENTS TO CONTRACTOR, paragraph A, to increase the authorized not-to-exceed total Contract amount by One Million One Hundred Forty Thousand Dollars and no cents (\$1,140,000.00), and to provide for a fee for each notice subsequent to the First Notice of Violation; and

WHEREAS, the COUNTY has implemented a new insurance management system, and the parties desire to modify ARTICLE 13 – INSURANCE REQUIREMENTS, as renumbered by the Second Amendment to address changes as to where the CONTRACTOR shall provide evidence of insurance coverage; and

WHEREAS, the parties desire to revise ARTICLE 16 – REMEDIES, as renumbered by the Second Amendment, to include a paragraph to address third party beneficiary rights; and

WHEREAS, pursuant to Section 6 of EXHIBIT A, Scope of Work/Services, the parties desire to amend the CONTRACT to address several items, including but not limited to, mailing of citation(s) and/or Notice of Violation(s), providing on-line case management and infraction adjudication capabilities, and, requests to appeal the Notice of Violation before a Local Hearing Officer; and

WHEREAS, pursuant to Section 11.1 of EXHIBIT A, Scope of Work/Services, the parties desire to amend the CONTRACT to substitute one (1) of the camera locations since the intersection was recently annexed by the Village of Palm Springs.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. ARTICLE 3 - SCHEDULE is hereby amended to read as follows:
“The CONTRACTOR shall commence services on July 22, 2009, and complete all services by July 21, 2014.

Reports and other items shall be delivered and/or completed in accordance with Exhibit A.”
2. ARTICLE 4 – PAYMENTS TO CONTRACTOR paragraph A is hereby amended by deleting the first paragraph in its entirety and replacing it with the following:

"A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall be a Flat Fee not to exceed Four Thousand Seven Hundred Fifty Dollars and no cents (\$4,750.00) per month per approach, plus a certified mail processing surcharge of \$3.00, per metered piece (no return receipt) for each Uniform Traffic Citation mailed. In addition, CONTRACTOR may charge \$2.00 for each notice subsequent to the first Notice of Violation that is sent to the vehicle owner or to the person identified in an affidavit as having care, custody or control of the vehicle at the time of the violation. Each notification shall be sent by first class mail."

3. ARTICLE 13– INSURANCE REQUIREMENTS is hereby amended as follows:

a. The first paragraph is hereby amended to read as follows:

"It shall be the responsibility of the CONTRACTOR to provide initial evidence of the following minimum amounts of insurance coverage to Palm Beach County, c/o Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415, Attention: Lisa A. Juliano, Senior Buyer. Subsequently, the CONTRACTOR shall, during the term of the Contract, and prior to each renewal thereof, provide such evidence to CertFocus at www.certfocus.com or fax (561) 666-6041, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein."

b. Paragraph G is hereby amended to read as follows:

"G. Certificates of Insurance: Within forty-eight (48) hours of the COUNTY's request to do so, the CONTRACTOR shall deliver to the COUNTY via the Insurance Company/Agent a signed Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. During the term of the Contract and prior to each subsequent renewal thereof, the CONTRACTOR shall provide this evidence to CertFocus at www.certfocus.com or fax (561) 666-6041, which is Palm Beach County's insurance management system, prior to the expiration date of each and every insurance required herein. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage."

4. ARTICLE 16 – REMEDIES is hereby amended to add as the second paragraph the following:

"No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONTRACTOR."

5. EXHIBIT A, SCOPE OF WORK/SERVICES TO CONTRACT 09-015/LJ, Section 4, MINIMUM CAPABILITIES, paragraph 4.14 is hereby amended to add the following words at the end of the paragraph:

"or request a hearing within 60 days following the date of the notification."

6. EXHIBIT A, SCOPE OF WORK/SERVICES TO CONTRACT 09-015/LJ, Section 6, VIOLATION PROCESSING, is hereby amended as follows:

- a. delete paragraph 6.6 in its entirety and replace it with the following:

"CONTRACTOR shall prepare and mail, by certified mail (no return receipt), a Uniform Traffic Citation for any violations that remain unpaid sixty (60) days after the Notice of Violation issued in accordance with 6.5 above."

- b. add paragraph 6.10.1:

"CONTRACTOR shall prepare and mail, by first class mail, a Notice of Violation to the person(s) identified in the affidavit within 30 days after receipt of the affidavit."

- c. delete paragraph 6.14 in its entirety and replace it with the following:

"If an owner who received a Notice of Violation fails to pay the statutory penalty, request a hearing, or submit an affidavit that complies with the requirements provided in Section 316.0083(1)(d)2 of the Florida Statutes within the time period provided in Section 316.0083(1)(b)1.a. of the Florida Statutes, as may be amended or recodified from time to time, the issuance of a Uniform Traffic Citation will automatically occur based upon the prior Traffic Infraction Enforcement Officer's approval of the Notice of Violation."

- d. add the following as paragraph 6.17:

"CONTRACTOR shall provide on-line case management and infraction adjudication capability."

- e. add the following as paragraph 6.18:

"COUNTY shall schedule a hearing before the Local Hearing Officer and which will be conducted in accordance with Ordinance 2013-016, as may be amended from time to time."

- f. add the following as paragraph 6.19:

"If requested by the COUNTY, the CONTRACTOR shall prepare and mail, by first class mail, a notice to appear before the Local Hearing Officer. Also, if requested by the COUNTY, the CONTRACTOR shall prepare and mail by first class mail, the final administrative order of the Local Hearing Officer."

- 7. EXHIBIT A, SCOPE OF WORK/SERVICES TO CONTRACT 09-015/LJ, Section 11, SITE SELECTION, subsection 11.1, Attachment C-2: delete number 9 in its entirety and replace it with:

"9. Westbound 10th Ave. North at S. Military Trail/SR 809"

- 8. All other provisions of said CONTRACT, dated July 21, 2009, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

- 9. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this FIFTH AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.

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IN WITNESS WHEREOF, the parties have made and executed this Contract on the day and year above written.

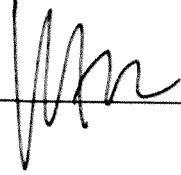
PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COMMISSIONERS

CONTRACTOR:

BY: _____
Steven L. Abrams, Mayor

American Traffic Solutions, Inc.
Company Name

BY: James D. Tuton
President



CORPORATE SEAL

ATTEST:
Sharon R. Bock, Clerk & Comptroller
Circuit Court

ATTEST WITNESS:

BY: _____
Deputy Clerk

BY: CATHERINE E WILKINS
Print Name

Catherine E Wilkins
Signature


APPROVED AS TO TERMS
AND CONDITIONS:

BY: Matthew Alexander
Print Name

Matthew Alexander
Signature

BY: Dan Mesibay

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY:  _____
County Attorney

RESOLUTION NO. R-2013-_____

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA, APPOINTING THE COUNTY
ADMINISTRATOR OR HIS DESIGNEE AS THE CLERK TO THE
LOCAL HEARING OFFICERS FOR RED LIGHT CAMERA VIOLATION
APPEALS**

WHEREAS, Laws of Florida 2013-160 and Ordinance 2013-016 require the Board of County Commissioners to appoint by resolution a clerk to the local hearing officers for red light camera appeals;

NOW THEREFORE, BE IT RESOLVED BY THE Board of County Commissioners of Palm Beach County, Florida that the County Administrator or his designee are appointed as the clerk to the local hearing officers for red light camera violation appeals.

The foregoing Resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Commissioner Steven L. Abrams, Mayor	-
Commissioner Priscilla A. Taylor, Vice Mayor	-
Commissioner Hal R. Valeche	-
Commissioner Paulette Burdick	-
Commissioner Shelley Vana	-
Commissioner Mary Lou Berger	-
Commissioner Jess R. Santamaria	-

The Mayor thereupon declared the Resolution duly passed and adopted this ____ day of _____, 2013.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

PALM BEACH COUNTY,
FLORIDA, BY ITS BOARD OF
COUNTY COMMISSIONERS

BY: 
Assistant County Attorney

BY: _____
Steven L. Abrams, Mayor

SHARON R. BOCK,
CLERK & COMPTROLLER
CIRCUIT COURT

BY: _____
Deputy Clerk

**EFFECTIVENESS OF RED LIGHT CAMERAS
IN PALM BEACH COUNTY
July 2013**

Palm Beach County has had an operational red camera violation program since July 2011. Some of the municipalities in Palm Beach County have had operational programs since 2010. At the June 4, 2013 Commission meeting, several Commissioners asked about the effectiveness of the red light cameras. This report shows the crash history and citation history for the red light camera locations in unincorporated Palm Beach County. The report also shows the crash history at some of the red light camera locations in several municipalities. Revenue information for the Palm Beach County program is also provided.

Crash History

The purpose of red light cameras is to improve intersection safety. Table 1 shows the crash history for 8 months before violation notices were issued, from September 1, 2010 to April 30, 2011, for the cameras in the unincorporated area. The table also shows the crash history for 8 months after violation notices began to be issued, from September 1, 2011 to April 30, 2012.

Table 1

CAMERA LOCATIONS	8 Months Before 09/01/2010 to 04/30/2011				8 Months After 09/01/2011 to 04/30/2012				Percentage Change			
	Total	Rear End	Left	Angle	Total	Rear End	Left	Angle	Total	Rear End	Left	Angle
W Palmetto Park Rd @ Powerline Rd	35	21	4	1	51	27	4	2	46%	29%	0%	100%
Lake Worth Rd @ S Military Trl	61	31	2	3	54	33	2	2	-11%	6%	0%	-33%
Atlantic Ave @ S Jog Rd	44	23	3	4	32	19	1	0	-27%	-17%	-67%	-100%
Lantana Rd @ S Jog Rd	35	11	6	0	34	12	0	2	-3%	9%	-100%	NA
Total	175	86	15	8	171	91	7	6	-2%	6%	-53%	-25%

Over the last five years, the national number of crashes has been decreasing. This trend follows many years of fairly consistent numbers of crashes. For comparative purposes, Table 2 shows the data for similar intersections nearby.

Table 2

NEAR CAMERA LOCATIONS	8 Months Before 09/01/2010 to 04/30/2011				8 Months After 09/01/2011 to 04/30/2012				Percentage Change			
	Total	Rear End	Left	Angle	Total	Rear End	Left	Angle	Total	Rear End	Left	Angle
Glades Rd @ Powerline Rd	40	30	2	0	37	26	2	1	-8%	-13%	0%	NA
Melaleuca Ln @ S Military Trl	28	14	2	0	24	11	2	1	-14%	-21%	0%	NA
Atlantic Ave @ S Military Trl	56	22	3	4	47	29	4	1	-16%	32%	33%	-75%
Hypoluxo Rd @ S Jog Rd	29	11	4	0	26	16	3	0	-10%	45%	-25%	NA
Total	153	77	11	4	134	82	11	3	-12%	6%	0%	-25%

Crash data is also available for some of the red light camera locations operated by the municipalities. Table 3 shows the crash data one year before the cameras became operational and one year after for red light camera locations in **Boynton Beach**.

Table 4 shows the crash data one year before the cameras became operational and one year after for similar intersections near intersections that have red light cameras in **Boynton Beach**.

Table 3

CAMERA LOCATIONS	between 07/01/2010 and 6/30/2011				between 07/01/2011 and 6/30/2012				Percentage Change			
	Total	Rear End	Angle	Left	Total	Rear End	Angle	Left	Total	Rear End	Angle	Left
W Gateway Blvd @ N Congress Ave	82	37	6	8	62	41	1	2	-24%	11%	-83%	-75%
W Boynton Beach Blvd @ N Congress Ave	80	39	1	6	63	34	6	2	-21%	-13%	500%	-67%
W Woolbright Rd @ S Congress Ave	51	30	2	1	34	20	5	1	-33%	-33%	150%	0%
SR 5 @ SE 23rd Ave	11	5	1	1	10	6	1	0	-9%	20%	0%	-100%
Total	224	111	10	16	169	101	13	5	-25%	-9%	30%	-69%

Table 4

NEAR CAMERA LOCATIONS	between 07/01/2010 and 6/30/2011				between 07/01/2011 and 6/30/2012				Percentage Change			
	Total	Rear End	Angle	Left	Total	Rear End	Angle	Left	Total	Rear End	Angle	Left
Gateway Blvd @ S Military Trl	29	20	2	3	28	15	1	2	-3%	-25%	-50%	-33%
Boynton Beach Blvd @ S Military Trl	53	29	0	1	48	28	1	1	-9%	-3%	NA	0%
Woolbright Rd @ S Military Trl	49	25	2	5	26	15	2	2	-47%	-40%	0%	-60%
SR 5 @ Gulfstream Blvd	7	1	0	0	8	5	0	0	14%	400%	NA	NA
Total	138	75	4	9	110	63	4	5	-20%	-16%	0%	-44%

The following tables show data for two signals in **Palm Springs**, one with cameras and one without.

Table 5a

CAMERA LOCATION	between 08/01/2010 and 07/31/2011				between 08/01/2011 and 07/31/2012				Percentage Change			
	Total	Rear End	Angle	Left	Total	Rear End	Angle	Left	Total	Rear End	Angle	Left
S Congress Ave @ 10th Ave N	66	16	2	4	74	39	1	7	12%	144%	-50%	75%

Table 5b

NEAR CAMERA LOCATION	between 08/01/2010 and 07/31/2011				between 08/01/2011 and 07/31/2012				Percentage Change			
	Total	Rear End	Angle	Left	Total	Rear End	Angle	Left	Total	Rear End	Angle	Left
S Congress Ave @ 6th Ave S	40	17	0	2	42	24	2	1	5%	41%	NA	-50%

Table 6 shows two years of before and after crash data with percentage change for one of the red light camera intersections in **West Palm Beach**.

Table 6

CAMERA LOCATION	between 03/01/2008 and 02/28/2010				between 03/01/2010 and 02/28/2012				Percentage Change			
	Total	Rear End	Angle	Left	Total	Rear End	Angle	Left	Total	Rear End	Angle	Left
S Australian Ave @ Banyan Blvd	27	11	0	0	38	19	1	0	41%	73%	NA	0

Citation History

Another possible indicator of the effectiveness of a red light camera program is the reduction in the number of violations over time. Some intersections have had a reduction in violations over time. Some have had a seasonal reduction in violations. Some have had increased violations. Table 8 shows the *monthly* violations for 2011, 2012 and 2013 respectively.

Table 8

CITATIONS ISSUED		2011					2012											2013					
LOCATION	MONTH	08	09	10	11	12	01	02	03	04	05	06	07	08	09	10	11	12	01	02	03	04	05
EB W PALMETTO PARK RD @ POWERLINE RD		110	157	106	88	79	88	76	98	76	54	59	52	68	73	64	40	52	70	54	68	45	46
EB LANTANA RD @ JOG RD		84	99	98	84	106	73	74	108	81	80	56	58	38	50	61	116	147	125	92	118	93	75
WB LANTANA RD @ JOG RD		14	33	32	32	23	41	26	33	36	16	43	28	33	24	38	69	82	77	64	75	51	26
EB ATLANTIC AVE @ JOG RD				56	56	129	106	110	126	70	52	43	49	28	28	58	65	77					
WB ATLANTIC AVE @ JOG RD				82	70	93	101	122	108	100	56	52	57	63	43	54	78	96					
EB HYPOLUXO RD @ MILITARY TRAIL							28	65	54	73	64	38	48	31	37	40	35	49	38	60	48	43	49
WB HYPOLUXO RD @ MILITARY TRAIL						22	55	24	34	28	32	28	26	23	10	25	34	26	26	23	44	38	27
SB POWERLINE RD @ W PALMETTO PARK RD		20	69	53	44	63	92	63	76	38	29	28	21	23	18	28	40	41	39	30	45	27	17
WB W PALMETTO PARK RD @ POWERLINE RD		113	82	102	61	87	69	67	14	33	16	24	21	15	14	11	22	19	19	25	110	70	44
WB LAKE WORTH RD @ S MILITARY TRAIL			7	83	60	88	87	79	83	80	41	49	50	50	38	53	74	70	56	64	74	61	51

Revenue History

The payment structure for the red light camera contract requires that the payments to the vendor will not exceed the revenue collected. Outstand balances are carried over to subsequent months. If revenues from subsequent months exceed the fees for subsequent months, the revenue is applied to earlier outstanding balances. Beginning in 2013, outstanding balances are deleted at the prior time periods and a new accounting starts at the beginning of the year. Table 9 shows the cost and revenues for the contract.

Table 9

RED LIGHT CAMERA CONTRACT				
AMERICAN TRAFFIC SOLUTIONS (ATS)				
2011	Revenue Collected	ATS Invoice	Payment to ATS	Outstanding
September	-	6,966.52	-	6,966.52
October	3,000.00	37,386.76	3,000.00	41,353.28
November	24,000.00	38,045.00	24,000.00	55,398.28
December	27,975.00	40,724.22	27,975.00	68,147.50
2012				
January	34,200.00	43,206.00	34,200.00	77,153.50
February	29,400.00	50,458.68	29,400.00	98,212.18
March	49,725.00	48,082.00	49,725.00	96,569.18
April	46,272.45	47,977.00	46,272.45	98,273.73
May	35,444.21	48,148.00	35,444.21	110,977.52
June	31,677.85	48,088.00	31,677.85	127,387.67
July	27,182.70	47,875.00	27,182.70	148,079.97
August	26,280.72	47,971.00	26,280.72	169,770.25
September	28,690.32	47,734.00	28,690.32	188,813.93
October	21,612.55	47,887.00	21,612.55	215,088.38
November	18,525.00	47,983.00	18,525.00	244,546.38
December	33,568.14	47,872.00	33,568.14	258,850.24
2011/2012	437,553.94	696,404.18	437,553.94	0
2013				
January	36,214.98	39,233.66	36,214.98	3,018.68
February	27,225.00	38,465.00	27,225.00	14,258.68
March	35,905.04	38,342.00	35,905.04	16,695.64
April	31,538.96	38,504.00	31,538.96	23,660.68
2013	130,883.98	154,544.66	130,883.98	23,660.68
2011/2013 Total	568,437.92	850,948.84	568,437.92	23,660.68