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CITY OF COVINA
AGENDA ITEM COMMENTARY

MEETING DATE: May 6, 2014

ITEM NO.:

CNB 1

STAFF SOURCE: Kim J. Raney, Chief of Police *KJR*
David Povero, Police Captain

ITEM TITLE: Amendment & Extension of contract with American Traffic Solutions for Red-Light Photo Enforcement System

STAFF RECOMMENDATION:

Approve an amendment to the Agreement with American Traffic Solutions for red-light camera services for the City of Covina to reduce the fees charged to the City and ratify an additional two (2) year term.

FISCAL IMPACT:

None.

BACKGROUND:

Implementation

In September of 2006, the Council approved the implementation of a Red-Light Photo Enforcement Program, and awarded a five (5) year agreement to American Traffic Solutions (ATS). ATS began providing red-light photo enforcement services to the City of Covina Police Department in April 2007. At that time, the Covina Police Department, with the assistance of ATS, selected three major intersections in the city for red-light photo enforcement. To this date, the program continues to monitor seven (7) approaches contained within these three (3) intersections:

- N/B Azusa Avenue at Cypress Street
- N/B Barranca Avenue at Rowland Street
- E/B Rowland Street at Barranca Avenue
- W/B Rowland Street at Barranca Avenue
- N/B Grand Avenue at Badillo Street
- S/B Grand Avenue at Badillo Street
- E/B Badillo Street at Grand Avenue

The initial 2006 agreement was for five (5) years with the option of two (2) additional two (2) year terms. That initial five year agreement would have expired in April 2012, and at that time the agreement was extended for two years, expiring in April 2014. The agreement is now in its final two years and is due to expire in April of 2016.

Collision Analysis

The City of Covina maintains collision data, and a pre and post red-light photo enforcement implementation analysis was completed using the available collision data three years prior

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(2004-2006) and six years after the implementation of the red-light photo enforcement system (2008-2013). Year 2007 was not analyzed because it was the year of the implementation.

Traffic Collisions in the City of Covina

2004	2005	2006	2007	2008	2009	2010	2011	2012	2013
945	1002	928	948	822	803	798	678	735	664

The table below shows the yearly average of total collisions in each category at the three (3) red-light photo enforcement intersections. Citywide intersection statistics were also reviewed for comparison purposes.

Primary Collision Factor	Red-Light Photo Enforcement Intersections (Yearly Average)			Citywide (Yearly Average)		
	Before	After	%Change	Before	After	%Change
<i>Red Light Violation</i>	3	2	-54%	62	49	-27%
Collision Severity	Before	After	%Change	Before	After	%Change
<i>Property Damage Only</i>	49	40	-22%	738	621	-19%
<i>Injury</i>	17	7	-156%	218	128	-71%
<i>Fatal</i>	0	0	0%	3	1	-129%
Total Collisions	66	47	-40%	956	727	-31%

The total number of yearly collisions at the three red-light photo enforcement intersections decreased by 40%. The red-light photo enforcement intersections had larger declines in collisions compared to citywide statistics in all categories.

Amber Signal Phasing

The purpose of the amber signal interval is to notify motorists that the traffic signal is changing from green to red, and to provide the motorists sufficient time to slow and safely stop for the signal. Amber signal interval timing is set in accordance with State guidelines; the minimum amber interval for protected left-turn movements is three (3) seconds, and the amber interval timing for through movements is based on the approach speed limit of the roadway, with a minimum of three (3) seconds. The City of Covina follows this criterion in determining the amber interval for all through movements and will continue to comply with any new standards adopted by the State.

Traffic signals along major arterial roads are coordinated and synchronized in accordance to Los Angeles County Department of Public Works Traffic and Lighting Division Traffic Signal Timing standards to maximize traffic flow and minimize delay. Any adjustments to signal timing may impact traffic flow and circulation. Increasing the overall signal cycle may also increase the wait time at intersections and reduce efficiencies in traffic flow.

Citations Issued by Intersection & the Right Turn on Red Violation

All three intersections monitor for vehicles turning right against a solid red traffic signal. Data indicates that the majority of citations issued are for violations where the motorists failed to stop for the red signal prior to completing their right turn against the red.

Azusa/Cypress	2009	2010	2011	2012	2013	Overall %
Left Turns	35	25	39	82	201	5.87%
Straight Thru	433	344	411	605	421	34.04%
Right Turns	1071	605	528	839	864	60.07%
Barranca/Rowland	2009	2010	2011	2012	2013	Overall %
Left Turns	98	155	97	210	167	8.43%
Straight Thru	469	750	369	414	526	29.34%
Right Turns	1375	1235	752	848	1151	62.22%
Grand/Badillo	2009	2010	2011	2012	2013	Overall %
Left Turns	172	276	314	380	368	16.57%
Straight Thru	109	132	100	86	118	5.98%
Right Turns	2040	1153	985	1193	1686	77.44%

Fine Amount/Revenue Distribution

The State Legislature and the Los Angeles County Superior Court, not the City of Covina or ATS, establishes the fine amount of \$490 for a red-light photo enforcement violation. The fine amount of \$490 is the same whether the enforcement is conducted by the red-light photo enforcement system or an actual police officer.

Red-light photo enforcement citation revenues are distributed between the State of California, the County of Los Angeles and the City of Covina. The City of Covina receives approximately \$150 per citation or 30 percent of the fine amount. The remaining revenue goes to the State of California (55%) and Los Angeles County (15%) for penalty assessments and fees added by the State Legislature and County of Los Angeles to all traffic moving violations.

Revenues/Expenditures of Red-Light Photo Enforcement Program

	Yearly Program Revenue	Yearly Program Expenditure	Yearly Program Revenue
2008	\$162,548	\$194,220	-\$31,672
2009	\$382,914	\$194,220	\$188,694
2010	\$454,180	\$194,220	\$259,960
2011	\$396,149	\$194,220	\$201,929
2012	\$286,733	\$194,220	\$92,513
2013	\$258,980	\$194,220	\$64,760
Yearly Average	\$323,584	\$194,220	\$129,364

The annual costs paid to ATS are \$194,220, and the Department absorbs additional program costs of \$33,800 annually as a result of CPD personnel expenses to manage and operate the program. These expenses are a result of the time dedicated to operating the program reviewing violations, preparing for court trials, administrative tasks and data preparation for public records requests. This amount could be budgeted to reduce net revenue, but currently is not.

Status of Current Agreement & Proposed Amendment

The current agreement with American Traffic Solutions provides that it “may be automatically extended for two additional two year terms.” The agreement further provides that the City may terminate the agreement upon providing notice of such termination at least 120 days prior to the expiration of the term. This agreement was set to expire on April 16, 2014. Thus, in order to exercise the automatic termination provisions, it would have been necessary to provide notice to ATS sometime last year.

The agreement also includes a provision providing for mutual termination. Thus, if the Council wishes to terminate this agreement it should direct staff to pursue the mutual termination option with ATS. At that point, staff would enter into negotiations to terminate the agreement earlier than April of 2016.

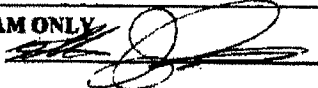

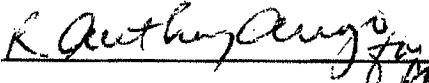
If the Council does not wish to terminate the Agreement, staff recommends it approve the attached Amendment to the Agreement that extends a reduction in the fees charged to the City for the remaining term of the contract. The fees were voluntarily reduced by ATS in 2008. ATS and the City have negotiated an extension of those fee reductions for the final 2 years of the Agreement. The current fees are based upon the number of lanes contained in the intersection and the fees will continue to be reduced by more than 50% for the remaining 2 years of the term (\$5,200/\$4,800 per intersection to \$2,200 per intersection).

RELEVANCE TO THE STRATEGIC PLAN:

Overall the City of Covina’s Strategic Objective is to “enhance safety and quality of live in Covina.” The red-light photo enforcement program is a method of enhancing traffic safety through reduced violations and collisions in an effort to meet that objective.

EXHIBITS:

- A. Professional Services Agreement for Red-Light Photo Enforcement System
- B. First Amendment to the Agreement for Red-Light Photo Enforcement

REVIEW TEAM ONLY		
City Attorney: 	Finance Director: 	
City Manager: 	Other: _____	

**FIRST AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT**

This First Amendment ("First Amendment ") is dated effective this _____ day of _____, 2014 and is entered into between American Traffic Solutions, Inc. ("ATS"), a corporation duly registered under the laws of the State of Kansas with its principal place of business at 1330 West Southern Avenue, Tempe, Arizona 85282 and the City of Covina ("City"), a municipal corporation of the State of California.

RECITALS

WHEREAS, on September 28, 2006, the City and ATS entered into a Professional Services Agreement for the City's use of the Axis™ System to enforce traffic violations (the "Agreement"); and

WHEREAS, section 17 of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the City and ATS mutually desire to amend, modify or alter certain terms and conditions of the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this First Amendment, the City and ATS do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. Schedule 1 is hereby deleted in its entirety and replaced with the following:

The Customer agrees to pay ATS the Fee(s) as itemized below:

<u>Service Fee Description</u>	<u>Monthly Unit Price</u>
CV01: NB Azusa Ave @ Cypress Street	\$2,200.00
CV02 NB Barranca Ave @ Rowland Street	\$2,200.00
CV03 EB Rowland Street @ Barranca Ave	\$2,200.00
CV04: WB Rowland Street @ Barranca Ave	\$2,200.00
CV05: NB Grand Ave @ Badillo Street	\$2,200.00
CV06: SB Grand Ave @ Badillo Street	\$2,200.00
CV07: EB Badillo Street @ Grand Ave	\$2,200.00
Live Video 1	\$195.00
Live Video 2	\$295.00
Live Video 3	\$295.00

Service Fee for each Approach includes Axis RLC-300 Red Light Camera System monitoring front and rear images, image processing, data entry, In State registered owner acquisition, final quality control review, access to web-based Axis VPS for Police Review, 1" notice printing in color, postage and mailing, electronic notice file transmission to court system, evidence packages for scheduled hearings.

3. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.

4. The provisions of this Amendment, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Amendment are merged into this Amendment.

5. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

CITY OF COVINA, CALIFORNIA

By:

Mayor or City Manager Date

ATTEST:

By:

City Clerk Date

AMERICAN TRAFFIC SOLUTIONS, INC.

By:

Adam E. Tuton, Executive Vice President Date

By:

George J. Hittner, Secretary Date

APPROVED AS TO FORM

By:

City Attorney Date