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The City of Miami Springs
Summary of Monthly Attorney Invoice
Orshan, Lithman, Seiden, Ramos, Hatton & Huesmann, LLLP

August 4 for July

<u>General Fund Departments</u>	<u>Cost</u>	<u>Hours</u>
Office of the City Clerk	1,934.55	14.33
Human Resources Department	719.55	5.33
Risk Management	695.25	5.15
Finance Department	445.50	3.30
Building, Zoning & Code Enforcement Department	1,652.40	12.24
Planning	122.85	0.91
Police Department	189.00	1.40
Public Works Department	121.50	0.90
Recreation Department	303.75	2.25
General - Administrative Work	<u>4,521.15</u>	<u>33.49</u>
Sub-total - General Fund	\$10,705.50	79.30
<u>Special Revenue, Trust & Agency Funds</u>		
Golf Course Operations		0.00
L.E.T.F.		0.00
Due from Pension Funds		<u>0.00</u>
Sub-total - Special Funds	\$0.00	0.00
GRAND TOTAL: ALL FUNDS	\$10,705.50	14.33

Agenda Item No.

City Council Meeting of:

8-8-2011



CITY OF MIAMI SPRINGS



Public Works Department
345 N Royal Poinciana Blvd.
Miami Springs, FL 33166-5289
Phone: (305) 805-5170
Fax: (305) 8055176

TO: Honorable Mayor Garcia and Members of the City Council

VIA: James R. Borgmann, City Manager

FROM: Robert Williams, Public Works Director *RW/BR*

DATE: July 6, 2011

SUBJECT: Recommendation that Council award a bid to Wesco Turf, Inc., utilizing Florida State Contract #760-000-10-1 in the amount of \$36,352.12 pursuant to Section §31.11 (E)(5) of the City Code.

REASON: Replacement of 2 riding mowers bought 2001

COST: \$36,352.12 for two mowers

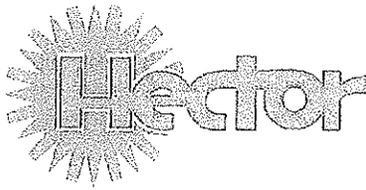
FUNDING: CITT 135-0902-541-6400

Procurement approval: *TR*

Agenda Item No.

City Council Meeting of:

AUG 8, 2011



1301 N.W. THIRD STREET / DEERFIELD BEACH, FL 33442
TEL: (954) 429-3200 • FAX: (954) 725-6701

**Quotation Provided for
City of Miami Springs
May 19, 2011**

Qty.	Model	Description	List Price	State Contract Price
1	30344	Toro Groundsmaster 3280 2WD Diesel Rotary Mower w/ Power Steering Includes: 30403 62" Base Deck 30306 Guardian Completion Kit 30313 Air ride Seat Suspension 30398 Milsco Seat 24-5780 Rear Weight Kit (1) 30382 12 V Power Port	\$23,605.27	\$18,176.06

Provided by: Doug Francis
(954) 429-3200

Groundsmaster® 3280-D

Kubota® 24.8 hp (18.5 kW) Diesel Engine

2 and 4-Wheel Drive Models Available

Guardian® Recycler®, Side or Rear Discharge Cutting Decks

Width of Cut Options - 52 inch (132cm) to 72 inch (183 cm) available

\$\$\$ 18,176 ^{ex}





Division of State Purchasing
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Tel: 850.488.8440
Fax: 850.414-6122
www.dms.MyFlorida.com

Governor Charlie Crist

Secretary Linda H. South

CERTIFICATION OF CONTRACT

TITLE: Construction, Industrial, Agricultural, & Lawn Equipment

CONTRACT NO.: 760-000-10-1

ITB NO.: 03-760-000-S

EFFECTIVE: April 28, 2010 through June 30, 2012

CONTRACTOR(S) (REV 11 JUN 2010):

ADM Ventures, Inc. dba Yale Lift Trucks of Florida & Georgia (A)
Alamo Industrial dba Alamo Sales Corp. (A)
American SportWorks LLC (A)
Ariens Company – Gravely (A)
Barloworld Handling LLC (A)
Best Equipment & Repair Inc. (A)
Bobcat Company (A)
CNH America LLC (A)
Construction Sales & Service, Inc. (A)
Excel Industries Inc. dba Hustler Turf Equipment (A)
Florida Outdoor Equipment, Inc. (R)
Glade & Grove Supply Co., Inc. (A)
Golf Ventures (A)
Gradall Industries, Inc. (A)
G S Equipment, Inc. (A)
Gulf Coast Turf and Tractor LLC dba Gulf Coast Tractor and Equipment (A)
JCB, Inc. (A)
John Deere Company – A Division of Deere & Company (C&CE Division) (A)
John Deere Construction Retail Sales (A)
Kelly Tractor Co. (A)
Komatsu America Corporation (A)
Live Oak Lawn Supply, Inc. (R)
Magic Circle Corporation dba Dixie Chopper (A)
Nortrax Equipment Company SE LP (A)
Ring Power Corporation (A)
Roberts Supply, Inc. (A)
Robinson Outdoors, Inc (A)
Sarlo Power Mowers, Inc. (A)
Stihl Southeast, Inc. (A)
Superior Tractor Company (A)
Suwannee River Kubota LLC (A)
Tiger Corporation (A)
Trekker Tractor, LLC (A)
Triple D Equipment, Inc. (A)
U.S. Shoring & Equipment Co. (A)
Wesco Turf, Inc. (A)

We serve those who serve Florida.

- A. **AUTHORITY** – Upon affirmative action taken by the State of Florida Department of Management Services, a Contract has been executed between the State of Florida and the designated Contractor(s).
- B. **EFFECT** – This Contract was entered into to provide economies in the purchase of Construction, Industrial, Agricultural, & Lawn Equipment by all State of Florida agencies and institutions. Therefore, in compliance with Section 287.042, Florida Statutes, all purchases of these commodities shall be made under the prices, discounts, requirements, specifications, terms, and conditions of this Contract and with the Contractor(s) specified.
- C. **ORDERING INSTRUCTIONS** – All purchase orders shall be issued in accordance with the attached ordering instructions, requirements, terms, and conditions. Purchaser shall order at the prices and discounts indicated, exclusive of all Federal, State, and local taxes.

All Contract Purchase Orders shall show the State Purchasing Contract Number, Commodity Group Number, Line Number, Commodity(ies) Description, quantity, with unit prices extended and purchase order totaled. (This requirement may be waived when purchase is made by a blanket purchase order.)

- D. **CONTRACTOR PERFORMANCE** – Agencies shall report any Contractor failure to perform according to the requirements of this Contract on Complaint to Vendor, form PUR7017. Should the Contractor fail to correct the problem within a prescribed period of time, then form PUR7029, Request for Assistance, is to be filed with this office.
- E. **SPECIAL AND GENERAL CONDITIONS** – Special and general conditions are enclosed for your information.

Authorized Signature (date)

DSP/cw

Attachments

Equipment number: 521 Reference number: PUB PROP Description: RIDING MOWER 223D Department: 404 000

Code Description	Requested month Count	Cost	For period Count	Cost	Life to date Count	Cost	Avg. cost
CL COMMERCIAL - LABOR	.00	.00	.00	.00	1.00	50.00	50.00
CP COMMERCIAL - PARTS	.00	.00	29.00	1,813.26	42.00	2,850.83	67.87
L LABOR	.00	.00	240.02	10,272.50	324.66	12,930.52	39.82
P PARTS	.00	.00	344.91	2,438.45	421.73	3,247.80	7.70
T TIRES	.00	.00	40.00	1,617.29	57.00	2,261.59	39.67
Equipment count totals:	.00	.00	653.93	16,141.50	846.39	21,340.74	25.21
Equipment cost totals:							

Life to date repair costs

NEW COST 12,209.29 2001

Code Description	Requested month Count	Requested month Cost	For period Count	For period Cost	Life to date Count	Life to date Cost	Avg cost
CP COMMERCIAL - PARTS	.00	.00	32.00	3,058.61	55.00	4,633.42	84.24
L LABOR	.00	.00	157.41	6,736.86	255.53	9,593.77	37.54
P PARTS	.00	.00	135.47	1,404.37	194.47	2,359.79	12.13
T TIRES	.00	.00	10.00	409.50	36.00	1,327.97	36.88
Equipment count totals:	.00	.00	335.88	11,609.36	541.00	17,914.95	33.11
Equipment cost totals:							

LIFE TO DATE
 REPAIR COSTS

NEW COST 12,209.29
 2001

PURCHASE REQUISITION NBR: 0000035E09

REQUISITION BY: R. HERNANDEZ/T WASH
STATUS: DEPARTMENT HEAD APPROVE
REASON: RIDING MOWER USING FL ST CONTRACT 760-000-10-1
DATE: 6/21/11
SHIP TO LOCATION: PUBLIC WORKS DEPARTMENT
SUGGESTED VENDOR: NEW VENDOR -WESCO TURF
DELIVER BY DATE: 8/01/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	TORO GROUNDSMASTER 3280 2ND DIESEL ROTARY MOWER TO BE USED FOR MEDIANS & CITY SWALES COMMODITY: AGRICULTURAL EQUIPMENT SUBCOMMOD: CUTTERS & SHREDDERS	2.00	EA	18176.0600	36352.12	MODEL 30344

REQUISITION TOTAL: 36352.12

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	13509025414600	REPAIRS AND MAINTENANCE	36352.12
			36352.12

REQUISITION IS IN THE CURRENT FISCAL YEAR.

CITY OF MIAMI SPRINGS



Recreation Department
1401 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5075
Fax: (305) 805-5077

TO: Honorable Mayor Garcia and Members of the City Council

VIA: James R. Borgmann, City Manager

FROM: Omar Luna, Recreation Director

DATE: July 11, 2011

A handwritten signature in black ink, appearing to be "Omar Luna", is written over the "VIA" and "FROM" lines.

SUBJECT: Recommendation that Council award City RFP # 03-10/11 to Leadex Corporation, the lowest responsible proposer, in an amount not to exceed \$72,965.63 for Stafford Park Playground Equipment, Artificial grass and installation, pursuant to Section §31.11 (E)(2) of the City Code.

REASON: Our recommendation is to purchase a new Sports Play ADA Compliance Playground structure and with Artificial Playground Turf for Stafford Park. This playground will allow for our park patrons to play in a play structure that meets all Consumer Product Safety Guidelines.

COST: \$72,965.63

FUNDING: **Department/ Description:** Designated fund balance for the community center

PROCUREMENT APPROVAL:

Handwritten initials "JR" in black ink, underlined, positioned to the right of the "PROCUREMENT APPROVAL:" label.

Agenda Item No.

City Council Meeting of:

Aug. 8, 2011

Bid Evaluation Spreadsheet for Stafford Park Playground Equipment, Artificial Grass and Installation

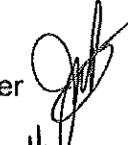
RFP# 03-10/11

Company Name	Bid Amount (\$)	Included Entire Bid Documents	Bid Bond (3)	Bidding Per Spec.	"Or Equal" Product	Signed for Amendments (1)	Using Sub-Contractors	Duration of Project (1)	Proof of Insurances (4)	Licenses (2)	Comments
Leadex Corp.	\$ 72,965.63	Yes	Yes	No, bidding approved alternate	Burke System	Yes	No	60-90	Yes	State of Florida	Lowest Responsive bidder
Play Space Services/ARC	\$ 103,626.53	Yes	Yes	No, bidding approved alternate	Playcraft Systems	Yes	Yes, Play Space Services		Yes	State of Florida	
Fl. Construction & Eng.	\$ 115,600.00	No	Yes	No, bidding approved alternate	Playcraft Systems	Yes	No	10	Yes	State of Florida	
Horizon Contractors	\$ 129,659.49	No	Yes	Yes		Yes	No	180	Yes	State of Florida	

CITY OF MIAMI SPRINGS



Finance Department
201 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5035
Fax: (305) 805-5018

TO: James R. Borgmann, City Manager 
Omar Luna, Recreation Director

VIA: William Alonso, Finance Director 

FROM: Tammy Romero, Procurement Specialist 

DATE: July 12, 2011

SUBJECT: Recommendation that Council award City Bid # 03-10/11 to Leadex Corporation, the lowest responsible bidder, in the amount of \$ 72,965.63 for Stafford Park Playground Equipment, Artificial Grass and Installation, pursuant to Section §31.11 (E)(1) of the City Code.

REASON: Council unanimously voted to have the Stafford Park Playground Equipment to be bid out rather than piggybacking off of the Palm Beach County School Board Contract. In May 2011 the City of Miami Springs advertised the "Legal Notice" (Attachment "A") for a competitive bid under Request for Proposal #03-10/11 – Stafford Park Playground Equipment, Artificial Grass and Installation which was scheduled for bid opening on June 28th, 2011. 31 companies (Attachment "B") were notified of the opportunity to bid. A Pre- Bid meeting was held in which 6 vendors attended (Attachment "C"). On June 28th, 2011, 4 bids were received at the bid opening (Attachment "D").

The committee comprised of Omar Luna, Recreation Director and Tammy Romero, Procurement Specialist met to review and evaluate the bids received. Three of the four companies opted to bid an "Alternate" product and the equipment was deemed to be an approved "Or Equal". After careful review, a **recommendation is being made to award a contract to Leadex Corporation the lowest responsible proposer for the Stafford Park Playground Equipment, Artificial Grass and Installation.**



**CITY OF MIAMI SPRINGS
LEGAL NOTICE
REQUEST FOR PROPOSAL # 03-10/11**

**STAFFORD PARK PLAYGROUND
EQUIPMENT, ARTIFICIAL GRASS AND
INSTALLATION AT 501 EAST DRIVE**

Sealed proposals for the **Stafford Park Playground Equipment, Artificial Grass and Installation at 501 East Drive, MIAMI SPRINGS, FL** will be received until **2:30 P.M. on Tuesday, June 28th 2011**, via the City Clerk, on the 2nd floor, Miami Springs City Hall, 201 Westward Drive, Miami Springs, Florida 33166.

Proposals will then be transferred to the Council Chambers. At time, date, and place noted above, proposals will be publicly opened. Any proposals received after time and date specified will not be considered and returned to the Proposer unopened.

A Bid Bond in the amount of ten percent (10%) of the total proposal amount is required. The successful Proposer will be required to furnish Performance and Payment Bonds, each in the amount of one-hundred (100%) percent of the contract amount.

A **Pre-Bid Conference** will be held at 9:30 AM on the **14th day of June 2011** at Miami Springs City Hall, Council Chambers, 201 Westward Drive, 2^d floor, Miami Springs, FL 33166.

Deadline to request any additional information/clarification will be Friday, June 17th, 2011.

This Request for Proposal (RFP) is available upon written/fax request at (305)805-5018 or the City's Purchasing Department at 201 Westward Drive, 1st floor, Miami Springs, Florida 33166. All requests must be accompanied by name, address, phone and fax number. To verify receipt of request, please contact Tammy Romero at romerot@miamisprings-fl.gov.

The City of Miami Springs reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Proposal including, but not limited to, the deadlines for submission, the submission requirements and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Proposals at any time. The Proposer, who is otherwise competent, and submits the lowest responsive and responsible Response, shall, subject to the conditions, limitations and restrictions previously set forth herein, be awarded the Request for Proposal, subject to the negotiation of a mutually acceptable Contract with the City.

8-8-2011



**CITY OF MIAMI SPRINGS, FLORIDA
MEMORANDUM**

DATE: July 26, 2011

TO: The Honorable Mayor Garcia and Members of the City Council

VIA: James R. Borgmann, City Manager

FROM: Robert Williams, Public Works Director

SUBJECT: Recommendation that Council approve an expenditure to Sunshine Trucking Corp., utilizing Miami Dade Bid # 5986-4/11-4, in an amount of \$10,000.00 "on an as needed basis" as Provided in Section 31.11 (E) (5) of the City Code.

REASON: Continuation of alley & swale repairs using the ballast & lime rock.

COST:	Previously approved by council	\$ 40,000.00
	Current approval request	<u>\$ 10,000.00</u>
	Total approval amount	\$ 50,000.00

FUNDING: CITT 135-0902-541-46-00

DOCUMENTS PROVIDED: Miami Dade Bid # 5986-4/11-4

PROCUREMENT APPROVAL _____

TR



**CONTRACT AWARD SHEET
DEPARTMENT OF PROCUREMENT MANAGEMENT**

*Bid No. 5986-4/11-4
Award Sheet*

DIVISION

BID NO.: 5986-4/11-4

PREVIOUS BID NO.:

TITLE: TOP SOIL & CHATTAHOOCHEE GRAVEL/PREQUAL

CURRENT CONTRACT PERIOD: 09/01/2010 through 08/31/2011

Total # of OTRs: 4

MODIFICATION HISTORY

Bid No. 5986-4/11-4

Award Sheet

<u>DPM Notes</u>

<u>APPLICABLE ORDINANCES</u>			
<table style="width:100%; border: none;"> <tr> <td style="width:33%;"><u>LIVING WAGE:</u> <u>No</u></td> <td style="width:33%;"><u>UAP:</u> <u>Yes</u></td> <td style="width:33%;"><u>IG:</u> <u>No</u></td> </tr> </table>	<u>LIVING WAGE:</u> <u>No</u>	<u>UAP:</u> <u>Yes</u>	<u>IG:</u> <u>No</u>
<u>LIVING WAGE:</u> <u>No</u>	<u>UAP:</u> <u>Yes</u>	<u>IG:</u> <u>No</u>	
<u>OTHER APPLICABLE ORDINANCES:</u>			

CONTRACT AWARD INFORMATION:				
<u>No</u> Local Preference	<u>No</u> Micro Enterprise	Full Federal Funding	<u>No</u> Performance Bond	
Small Business Enterprise (SBE)	PTP Funds	Partial Federal Funding	<u>No</u> Insurance	
Miscellaneous:				
<table border="1" style="margin: auto; border-collapse: collapse;"> <tr> <td style="padding: 5px;">REQUISITION NO.:</td> </tr> </table>				REQUISITION NO.:
REQUISITION NO.:				

PROCUREMENT AGENT: REYNALDOS, MAGD	EMAIL: MTC@MIAMIDADE.COM
PHONE: 305 375-4803	FAX:

DEPARTMENT OF PROCUREMENT MANAGEMENT
DIVISION

VENDOR NAME: FLORIDA SILICA SAND COMPANY
 DBA:
 FEIN: 590591843 SUFFIX: 02 33314
 STREET: 4491 S. STATE ROAD 7, SUITE 312 CITY: FORT LAUDERDALE ST: FL ZIP:
 FOB TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: 800-330-7262

VENDOR INFORMATION:

CERTIFIED VENDOR

ASSIGNED MEASURES

Local Vendor:

SBE	Set Aside	Bid Pref.
Micro Ent.	Selection Factor	Goal
Other:		Vendor Record Verified?

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
JOE M DUDLEY	305-691-5881	800-330-7262	305-696-9414	MIAMI@FSSCOMPANY.COM

VENDOR NAME: AUSTIN TUPLER TRUCKING INC
 DBA:
 FEIN: 591426412 SUFFIX: 01 33314
 STREET: 6570 SW 47TH COURT CITY: MIAMI ST: FL ZIP:
 FOB TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: -

VENDOR INFORMATION:

CERTIFIED VENDOR

ASSIGNED MEASURES

Local Vendor:

SBE	Set Aside	Bid Pref.
Micro Ent.	Selection Factor	Goal
Other:		Vendor Record Verified?

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
GLEN TUPLER	305-949-4148	-	954-583-0844	TUPLER@BELL.SOUTH.NET

VENDOR NAME: BLACK VELVET TOP SOIL INC
 DBA:
 FEIN: 592045052 SUFFIX: 01 33186
 STREET: 13205 SW 137 AVENUE SUITE 321 CITY: MIAMI ST: FL ZIP:
 FOB TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: 786-236-6094

VENDOR INFORMATION:

CERTIFIED VENDOR

ASSIGNED MEASURES

Local Vendor:

SBE	Set Aside	Bid Pref.
Micro Ent.	Selection Factor	Goal
Other:	Vendor Record Verified?	

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
JOSEPH K SIRGANY	305-971-7073	786-236-6094	305-971-7054	T_BLACKV@BELLSOUTH.NET

VENDOR NAME: SUNSHINE TRUCKING CORP
 DBA:
 FEIN: 592403975 SUFFIX: 01 33156
 STREET: 8645 SW 109 ST CITY: MIAMI ST: FL ZIP:
 FOB TERMS: DEST-P DELIVERY:
 PAYMENT TERMS: NET30 TOLL PHONE: -

VENDOR INFORMATION:

CERTIFIED VENDOR

ASSIGNED MEASURES

Local Vendor:

SBE	Set Aside	Bid Pref.
Micro Ent.	Selection Factor	Goal
Other:	Vendor Record Verified?	

Vendor Contacts:

Name	Phone1	Phone2	Fax	Email Address
BENJAMIN FLORES -V.P.	305-477-3305	-	305-273-4358	BENFLORES1@HOTMAIL.COM

CITY OF MIAMI SPRINGS



Agenda Item No.

City Council Meeting of:

8-8-2011

Recreation/Golf Department
650 Curtiss Parkway
Miami Springs, FL 33166-5289
Phone: (305) 805-5180
Fax: (305) 805-5192

TO: The Honorable Mayor Garcia and Members of the Council

VIA: James R. Borgmann, City Manager

FROM: Mike Aldridge, Golf Director

DATE: July 28, 2011

SUBJECT: Recommendation that Council waive the competitive bid process and approve an expenditure in an amount not to exceed \$14,500.00 "on as needed basis" to **LAND AND SEA** " for fuel and oil, pursuant to Section 31.11 (E)(6)(g) of the City Code.

REASON: Company is able to make weekly small deliveries.

COST:	Previously approved by Council 10/11/2010	\$20,000.00
	(001-5708-572-5202) 4/28/2011	\$9,000.00
	Current approval request (001-5708-572-52-02)	\$14,500.00

Total Approval Amount

SPENT: Amount budgeted for FY2010/2011 \$29,000.00
Amount expended for FY2009/2010 \$40,615.00

FUNDING: Recreation Department/Golf Course Maintenance
001-5708-572-52-02

Procurement approval: 



**OFFICE OF THE CITY CLERK
MEMORANDUM**

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Magalí Valls, City Clerk *M. Valls*
DATE: July 25, 2011
SUBJECT: Appointment to the Board of Parks and Parkways

Councilman Dan Espino (Group II) has notified me that he is appointing Lynne V. Brooks to the Board of Parks and Parkways for an unexpired term ending on April 30, 2012. She will be replacing Jorge Filgueira.

Councilman Espino will officially confirm the appointment at the Regular Meeting of Monday, August 8, 2011.

cc: City Manager James R. Borgmann
Assistant City Manager Ronald K. Gorland
City Attorney Jan K. Seiden
Board of Parks and Parkways Members and Secretary
Lynne V. Brooks – via e-mail



OFFICE OF THE CITY CLERK
MEMORANDUM

TO: Honorable Mayor Garcia and Members of the City Council
FROM: Magali Valls, City Clerk
DATE: July 8, 2011
SUBJECT: PENDING BOARD APPOINTMENTS

The following appointments are pending:

APPOINTING COUNCILMEMBER	CURRENT MEMBER	TERM EXPIRES	ORIGINAL APPOINTMENT DATE	LAST APPOINTMENT DATE
<u>Architectural Review Board</u>				
Mayor Xavier Garcia	Kathy Fleischman*	10-31-2012	VACANT	VACANT
Councilwoman Ator – Group IV	Mark Trowbridge*	10-31-2012	VACANT	VACANT
<u>Code Review Board</u>				
Mayor Xavier Garcia	Connie Kostyra*	04-30-2012	VACANT	VACANT
<u>Disability Advisory Board</u>				
Mayor Xavier Garcia	Charlene Anderson*	12-31-2013	VACANT	VACANT
Councilman Espino – Group II	Peter Newman*	12-31-2013	VACANT	VACANT
Councilwoman Ator – Group IV	Roxana Garciga	12-31-2013	08-12-2002	12-10-2007
<u>Ecology Board</u>				
Councilman Lob – Group III	Dr. Mara Zapata*	04-30-2013	VACANT	VACANT
<u>Education Advisory Board</u>				
Mayor Xavier Garcia	Mindy McNichols*	05-31-2013	VACANT	VACANT
<u>Golf and Country Club Advisory Board</u>				
Mayor Xavier Garcia	Michael Dominguez	07-31-2013	04-12-2010	04-12-2010
Councilman Lob – Group III	Phyllis Causey	07-31-2013	11-10-2003	10-12-2009
Councilwoman Ator – Group IV	Ken Amendola	07-31-2013	02-09-2004	08-24-2009

Memo to Council
July 8, 2011
Page 2

Historic Preservation Board

Councilman Espino (Group II)	Yvonne Shonberger	02-28-2014	06-13-2005	02-11-2008
Councilwoman Ator – Group IV	M.A. Goodlett-Taylor***	01-31-2013	01-24-1983	01-22-2007

Board of Parks and Parkways

Councilman Espino (Group II)	Jorge Filgueira**	04-30-2012	VACANT	VACANT
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Recreation Commission

Councilman Espino – Group II	Dr. Stephanie Kondy	04-30-2014	06-13-2005	04-14-2008
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* Kathy Fleischman resigned on April 19, 2011.
Mark Trowbridge resigned on May 25, 2011.
Connie Kostyra resigned on April 28, 2011.
Peter Newman resigned on August 1, 2009.
Mindy McNichols resigned on June 1, 2011.
Charlene Anderson resigned on June 6, 2011.
Dr. Mara Zapata resigned from the Ecology Board to become a member of the Education Advisory Board.

** Jorge Filgueira had 3 absences as of May 12, 2011.

*** Council confirmation required per §153.11 of the City Code of Ordinances: "..... No board member who shall have served three consecutive terms of office shall be eligible to serve an additional term of office for 2 years thereafter, unless the appointment for any additional term shall be confirmed by a majority of the council....."

cc: City Manager
Assistant City Manager
City Attorney
Affected Board Members

CITY OF MIAMI SPRINGS



Finance Department
 201 Westward Drive
 Miami Springs, FL 33166-5289
 Phone: (305) 805-5014
 Fax: (305) 805-5037

To: The Honorable Mayor Xavier Garcia and Members of the City Council

VIA: James Borgmann, City Manager *JB*

FR: William Alonso, CPA, CGFO, Finance Director *WAlonso*

Date: July 7, 2011

Re: City Manager Payout Calculations

In response to your request that I review the financial analysis presented by Councilman Espino at the June 27, 2011 Council meeting, I am providing you with the following analysis:

Councilman Espino's analysis concludes that the City will save approximately \$140,000 in salaries, benefits, and expenses by terminating the Manager immediately. The following analysis shows that the net savings would actually be \$44,918.

Assuming a January 2 Retirement date:

	July	Aug	Sept	Oct	Nov	Dec	Jan 2012	Totals
Managers Payout (1)							\$ 114,482	\$ 114,482
Managers Salary (2)	\$ 16,336	\$ 16,336	\$ 16,336	\$ 16,336	\$ 16,336	\$ 16,336	\$ -	\$ 98,016
Asst Managers Salary (3)	\$ 14,701	\$ 14,701	\$ 14,701	\$ 14,701	\$ 14,701	\$ 14,701	\$ -	\$ 88,206
Total Costs to the City								\$ 300,704

Assuming Termination on June 27:

	July	Aug	Sept	Oct	Nov	Dec	Jan 2012	Totals
Managers Payout (4)	\$ 167,580	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 167,580
Interim Managers Salary	\$ 14,701	\$ 14,701	\$ 14,701	\$ 14,701	\$ 14,701	\$ 14,701	\$ -	\$ 88,206
Asst Managers Salary	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Costs to the City								\$ 255,786
Net Savings over two fiscal years								\$ 44,918

- (1) See attachment C
- (2) See attachment A letter B
- (3) See attachment A letter C
- (4) See attachment A letter A

As you can see from this analysis, the net savings is actually \$44,918 over the 2011 and 2012 fiscal years. The top analysis assumes that the Manager retires on January 2, 2012. The payout would be \$114,482 and the manager and Asst. City Manager salaries would continue until January 2. This scenario has a total cost of \$300,704 (\$93,111 in FY2011 and \$207,593 in FY2012).

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The second table assumes that the Manager would have been terminated on June 27, 2011. The payout would have been \$167,580 since the Manager's contract would have provided for an additional payment of 120 days if he were terminated. We then assumed that the Assistant City Manager would be named Interim City Manager and his current monthly salary of \$14,701 is included until the January 2 date when a permanent Manager is named, also note that the Assistant City Manager position is left vacant during this period. Under this scenario the total cost to the City is \$255,786. (If Council provides a salary increase to Mr. Gorland during the interim period, then the total savings would be reduced by this increase). Under this scenario we would have an increased cost of \$118,572 in FY2011 and a savings of \$163,170 in FY 2012.

In reviewing Councilman Espino's analysis there were two main areas that caused the \$140,000 savings figure to be inaccurate.

First, there is an additional \$54,000 in payout that is due to the manager if he is terminated. This amount should have been deducted from the savings amount.

Second, Councilman Espino proposed a six month savings in the City Manager's salary (July 2011 thru Dec 2011) plus a savings in the assistant City Manager's salary (October thru December 2011). The problem with this analysis is that it eliminates both salaries for the first three months of next fiscal year. The salary of the Interim City Manager is not considered?

Councilman Espino's original savings amount	\$139,384
Less:	
Additional Payout per contract	(53,098)
Interim City Manager Salary	<u>(44,103)</u>
Adjusted savings	<u>\$42,183</u>
Savings per calculation above	<u>\$44,918</u>

Our total net savings is slightly higher than the above figure mainly due to the Assistant City Manager's salary used in Councilman Espino's analysis was lower than actual.

ATTACHMENT A

A) Calculation of total payout to City Manager if terminated on Aug 8, 2011.

120 Days as per contract	66,540.00	\$69.3125 per hour times 8 hours times 120 day
Payroll Taxes	964.83	Medicare 1.45%, NO Fica since he has reached
Accrual Payout	100,075.31	See attachment B
Total	<u><u>\$ 167,580.14</u></u>	

B) City Manager's annual salary for FY2011:

Salary	144,170.00		
Payroll Taxes	11,029.01		
Car Allowance	5,400.00		
Pension Contr.	21,625.50		
Worker's Comp	1,441.70		
Medical Insurance	7,992.00		
Life Insurance	648.00		
Cell Phone	952.44		
Liability Insurance	2,768.06		
Total	<u><u>\$ 196,026.71</u></u>	Monthly	\$ 16,336

C) Assistant City Manager's budgeted salary for FY2012:

Salary	126,422.00		
Payroll Taxes	9,671.28		
Car Allowance	4,500.00		
Pension Contr.	18,963.00		
Worker's Comp	1,264.22		
Medical Insurance	11,665.52		
Life Insurance	552.00		
Cell Phone	952.44		
Liability Insurance	2,427.30		
Total	<u><u>\$ 176,417.77</u></u>	Monthly	14,701.48

Attachment B

MEMORANDUM

TO: MAYOR; COUNCIL
CC: CITY CLERK; CITY MANAGER
FROM: DAN ESPINO
DATE: June 24, 2011
RE: Financial Considerations Involving City Management

Proposal: In a continued effort to be fiscally responsible with City funds, the Mayor and Council should accept the Manager's resignation to retire, effective immediately, appoint Ron Gorland as interim City Manager and save the City \$139,383.69 in salaries, benefits and expenses.

Accepting the City Manager's resignation now saves the City six (6) months of his compensation/expenses, which totals \$99,834.96.

City Manager:	Salary	\$147,112.00
	Car Allowance	\$ 5,000.00
	Retirement Pension Plan (City Contribution)	\$ 22,066.80
	Other (Insurance, Workman's Compensation Taxes, Liability Insurance, Cell phone)	\$ 25,491.20*
	Total Yearly Compensation & Expenses	\$199,670.00
	Monthly Amount = \$16,639.16	

The City also stands to save money on the Assistant City Manager's compensation. Presuming that our new City Manager would not begin working with the City until January 1st, 2012, having Ron Gorland serve as interim until then saves three (3) months of his compensation/expenses for the months of October 2011 through December 2011, in the amount of \$39,548.73, a savings applicable to budget 2011/2012.

Assistance City Manager:	Salary	\$113,910.00
	Car Allowance	\$ 4,500.00
	Retirement Pension Plan (City Contribution)	\$ 17,086.50
	Other (Insurance, Workman's Compensation Taxes, Liability Insurance, Cell phone)	\$ 22,698.40*
	Total Yearly Compensation & Expenses	\$158,194.90
	Monthly Amount = \$13,182.91	

The recent budget presumptions show that the City will have to resolve a \$537,000.00 budget deficit, \$120,000.00 of which is a payout to the City Manager for accrued sick and vacation leave. The City needs to save money from every possible source, and we should take the opportunity to save \$139,383.69 in salaries, benefits and expenses, by accept the Manager's resignation to retire, effective immediately, and appointing Ron Gorland as an interim City Manager.

Attachment 

JAMES BORGMANN
1/2/2012
ACCRUAL AUDIT PAYOUT

<u>YEAR</u>	<u>2011</u>	<u>2012</u>	HRS TAKEN
BIRTHDAY	8.00	8.00	
FLOATING HOLIDAY	4.00	24.00	
SICK	695.60	96.00	
VACATION	678.71	144.00	80.00
TOTAL HOURS	<u>1,374.31</u>	<u>240.00</u>	
TOTALS	1,294.31	240.00	

TOTAL \$
\$106,346.86

GRAND TOTAL HRS 1,534.31

RATE OF PAY 69.3125

Medicare 1.45%

\$ 1,542.03

* SS 6.20%

\$ 6,593.51

* Cap for 2011 \$106,800

\$ 8,135.54 total
tapes

\$ 114,482.40

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Agenda Item 9C

VERBAL STATUS REPORT



City of Miami Springs Interoffice Memo

DATE: August 4, 2011

TO: Mayor Xavier Garcia and Members of the City Council

FROM: James R. Borgmann, City Manager *JRB*

RE: Strategic Plan Progress: Survey Questionnaire Development

Council gave staff the task of developing a questionnaire/survey with the aid of the chairs of the various citizen advisory boards. All board chairs were contacted via email with an explanation of the task at hand and the requested roll they, as chairs, were to play. Three boards, architectural, code review and education, are currently without a chair. However, the former chairs were notified and asked to assist us in their former roll.

We also got a little "push back" from some, as they expressed concern with the process itself. We explained that this was being done at your request and that we would appreciate their help, regardless.

Attached are the comments and questions that have been developed so far. Recreation was one of the first to respond. We also have the data that was gleaned in the recreation needs survey several years ago that is still fairly fresh and which was done partially to create a strategic plan specifically for recreation.

I believe it would be helpful if Council could contact the chairs who have yet to respond to impress upon them the urgency of your request.

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STRATEGIC PLANNING
PROPOSED SURVEY QUESTIONS
STATUS UPDATE

Adjustments

Manny Perez / Borgmann/Holland

1. Undersized lots:
New: If original platted 50' no variance needed (date of plat "prior to").
2. Beer & Wine:
Automatic for restaurant especially when neighbors have gotten them already in the past.
3. R.V.'s - in side yard.
4. Rear yard paving – need limits.
5. "Grade - need from crown of road and sidewalk.
6. Step down zoning – 36th North of Oakwood.
7. Mandatory street trees – not "bonus."
8. More attention to planting in Eldron/Fairway.
Golf fence – vines – a mess.
9. Not in Springs – but south side of N.W. 36th Street need help.
10. Code – graffiti.
11. New inspectors – raise standards – "new blood."
12. Parking – Curtiss Parkway/Circle.
13. Building and Zoning - Permitting, knowledgeable staff, time frames.

Architectural

Mark Trowbridge / Borgmann/Holland

Scheduled for week of August 8, 2011

Code Enforcement

Marlene Jimenez / Ziadie

Code Review

Dan Dorrego / Ziadie

Disability

Cathy Stadnik / Gorland

Cathy deferred by her request to week of August 8, 2011

Ecology

Martin Crossland/Gorland

1. Recycling. To suggest a citywide official standard policy in respect to recycling at all city locations: City Hall; Public Works; Recreation Center; Swimming Pool; Adult Center; Golf Course; etc.
2. Recycling. To suggest a citywide standard policy in respect to recycling at all official city events: River Cities Festival; 4th. July Celebrations; Activities at the Circle (Lion's Fish Fry, All Angels Movie Nights, etc.), Annual Luau. etc.
3. Place recycling bins beside all regular city trash bins where they are already located. The bins would have to have the appropriate covers on top as to allow only the correct recyclables in the container.
4. Bus Shelter. There is no bus shelter at the terminus of routes 36 and 42 and the M.S. Shuttle on Canal Street. I know there are plans for a linear park, and I'm sure a shelter has been envisioned, but the plans for this park are on hold until the financial situation improves. I realise that Miami-Dade County installs these shelters at no charge only in unincorporated Miami-Dade County, but I feel that a shelter at this location would be a valuable asset to the city. We already have shelters at the Recreation Center. Nevertheless often take the 42 to the airport, and if I get caught in the rain, I just get wet and if the mid-day sun is up, I broil. Frustrating. The article (written in 2007) is quite interesting, especially the "Time to Step Up" paragraph.
5. Promoting "grey water" usage in Miami Springs to save the sewer system (I know it's not ours now, but it could still use some help) and to irrigate gardens with water that would otherwise be wasted.

Education

Mindy McNichols/Borgmann

Golf

George Heider/Aldridge

- 1) **Do you think golf course restrooms should be replaced at approximate cost \$50,000.00 FY 2012.2013?**
- 2) **Do you think we should develop the field located at the back of clubhouse for teaching center/area for golf students inclusive of one large tee & one mini-golf hole at approximate cost of \$50,000.00 FY 2016.2017?**

- 3) Do you think we should add new junior/senior tees on golf course at approximate cost \$150,000.00 FY 2013.2014?
- 4) Do you think we should renovate sand traps at approximate cost of \$40,000.00 FY 2014.2015?
- 5) Do you think we should implement five year tree maint/trimming plan at an approximate annual cost of \$40,000.00?
- 6) Do you think we should implement a tree replacement plan for replenishing of lost green canopy due to storms early/mid 2000's at an approximate cost of \$15,000.00 annually?

Historical

Goodlett-Taylor /Gorland

1. Should City continue to pursue designation of CMS historical sites, buildings, etc.
2. Should City continue to support museum
3. Should City continue to support preservation and storage of artifacts
4. Should City support historical educational activity such as presentations to schools, local organizations, etc.
5. Should City promote historical aspects of City in M-DC, state and nationally

Memorial and Parks & Pkwys

Eric Richey / Nash

Scheduled for later part of August.

Recreation

John Shapiro /Omar Luna

1. Are the Park Facilities cleaned, well maintained and safe?
2. Is the Parks and Recreation Staff helpful and courteous?
3. Should the City of MS consider building an new Aquatic Center?
4. Should the City move the Tennis Courts to the Golf and Country Club?
5. Should the Recreation Department provide more activities/events for families
6. Do you have any children in your household? If so what are the ages?
7. Do your children participate in any activities, sports, recreation, etc. that the City of Miami Springs Recreation Department Offer?
8. If the City offered Picnic Pavilions for Party Rentals would you be interested?

9. What recreational adult programs would interest you?

Revitalization

Laz Martinez / Borgmann/Holland

Deferred to week of August 8, by request.

Submitted by Chief Pete Baan:

Miami Springs Police



Resident Survey

1. On which street do you reside? _____
(Please provide the nearest cross streets: e.g. Curtiss and Deer Run)
2. Do you feel safe in your neighborhood? Yes ___ No ___
3. What do you feel is the greatest crime or safety problem in your neighborhood? Thefts ___
Vandalism ___ Auto Theft ___ Domestic Violence ___ Burglary ___
Drugs ___ Traffic ___
Other _____
4. How do you feel about the general level of safety and security in the City? Very Safe ___
Safe ___ Fairly Safe ___ No Opinion ___
5. Are there any crime, security or safety issues in the City that you feel need more attention?
Please describe:

The following questions apply to contact with the Police Department. If you have had the need for police services in the past twelve months, please answer the following.

6. Rate the quality of service that the police contact person provided you:

Very Good ___ Satisfactory ___ Poor ___

7. Did the police respond in a reasonable amount of time? Yes ___ No ___

8. Was the officer(s) who responded professional and courteous? Yes ___ No ___

9. Did the officer(s) fully explain the actions he or she took on the scene? Yes ___ No ___

10. Did the officer(s) provide you information on how your case would proceed? Yes ___ No ___

11. Under what circumstances did you have contact with the Miami Springs Police Department?

Victim ___ Witness ___ Traffic Accident ___ Subject of a Crime ___

Other _____

12. Overall, how would you rate the service you received from the Miami Springs Police Department? Very Good ___ Satisfactory ___ Poor ___

Additional Comments/Concerns/Name & Address may be written on back (Optional):

IN THE COUNTY COURT IN AND FOR
MIAMI-DADE COUNTY, FLORIDA

TRAFFIC DIVISION

CASE NO.: 8751 LAH

THE STATE OF FLORIDA,
Plaintiff,

JUDGE STEVEN LEIFMAN

vs.

JASON VANDERPOOL,
Defendant.

received
Jul
cc: JAN
PETE

ORDER ON MOTION TO EXCLUDE EVIDENCE

THIS CAUSE came on to be heard on May 25, 2011, to resolve challenges raised by the Defendant regarding the admission of evidence in the trial in this matter. The Court having considered the testimony, argument of counsel, written memoranda filed by counsel, and being otherwise fully advised in the premises, finds:

The Defendant is charged by Uniform Traffic Citation (UTC) with failure to obey a traffic control device which was detected by a traffic infraction detector (red light camera) as authorized by §316.0083, Fla. Stat. (2010). On May 25, 2011, this Court held an evidentiary hearing to resolve challenges which have been raised in numerous cases to evidence presented to prove the red light camera violations, using Defendant's case as a vehicle to resolve these recurring issues.

MAILING REQUIREMENTS

Florida Statute §316.0083 provides that notification of violation (NOV) shall be sent to the registered owner of the vehicle by first-class mail within 30 days of the violation, further when payment is not made within 30 days of this notification, a UTC shall be issued and

delivered by registered mail to the registered owner. The Defense argues the statute requires the issuing agency (City), in every case, to provide proof that both the NOV and UTC were timely mailed. Additionally, in the case of the UTC, proof is required that it was delivered to the registered owner. Absent this proof, Defense argues that the case must be dismissed because timely mailing of these documents is a condition precedent to the case proceeding.

It has long been the rule that properly addressed stamped mail is presumed to have been received. Proof of the general office practice of the business satisfies the requirement of due mailing and creates the presumption that the ordinary course of business was followed. *Brown v. Giffen Industries, Inc.*, 281 So. 2d 897 (Fla. 1973). There is no need for evidence to be presented in a particular case that the actual mailing took place. *Id.* Admission of evidence of the routine practice of a business has been codified in §90.406, Fla. Stat., which states:

Evidence of the routine practice of an organization, whether corroborated or not and regardless of the presence of eyewitnesses, is admissible to prove that the conduct of the organization on a particular occasion was in conformity with the routine practices.

There are two requirements to create the presumption, 1) the mail was correctly addressed to the registered owner as contained in Florida Department of Motor Vehicles (DMV) records, and 2) testimony of the customary general office practice regarding mailing.

At the hearing there was extensive testimony about the procedures that are employed in mailing of both the NOV and UTC. The Court heard from Georgiann Blaze, a representative of American Traffic Solutions (ATS), the vendor which contracts to provide red light cameras to a number of cities in Miami-Dade County; Larry Ludke, President of Questmark, the print and mailing vendor used by ATS; and Abby Jenkins, a representative of Affiliated Computer Services (ACS), the vendor which contracts with the City of Miami Beach to provide red light cameras, and uses DECCAN as a print and mailing vendor. The name and address of the

registered owner of the vehicle is obtained by ATS electronically via a secure network from the National Law Enforcement Telecommunication System (NLETS), which is the same source used by police departments to determine the registered owner of a vehicle. In the case of ACS, the owner information is also obtained electronically either through NLETS or DMV. Both ATS and ACS transmit the information to have the NOV or UTC printed and mailed to its vendor electronically in batch files. Along with the batch files, ATS also sends a manifest for each NOV or UTC to be printed and mailed. Upon receipt Questmark matches the manifest file to the NOV or UTC as a quality control. The NOV or UTC is then automatically by computer printed, stuffed into envelopes, and sorted. At the end of the day the daily production is taken to the post office where verification of the number of pieces submitted for mailing is provided on USPS Form 3620. Questmark electronically provides ATS with a return manifest with the date the NOV or UTC was mailed. This same type of electronic mailing verification is provided to ACS by its vendor.

This Court finds that there is sufficient uncontroverted testimony of the routine practice in mailing both the NOV and UTC to raise the presumption that the mailing requirement of the statute has been met and the notice was received by registered owner of the vehicle.

OWNERSHIP OF VEHICLE

The Defense argues because §316.0083 makes the registered owner of the vehicle liable, it is the City's burden to prove ownership. It is the Defense's position that a certified copy of DMV records showing the license tag depicted in the photograph is registered to the Defendant is required to prove ownership. The Defense objects to any other means on the grounds that this information was obtained through hearsay. The Defense has made no assertion or offered any evidence that the current process by which City obtains tag registration information is identifying

incorrect owners. The City believes that the statute creates a presumption of ownership which exempts the requirement of proof of ownership.

At the hearing there was substantial evidence presented as to how ATC captures the tag information from the photographs taken by the red light camera. The program is able to recognize and read the tag number from a photograph. An ATS employee then verifies that the computer correctly recorded the tag number. Only a very small number of errors were found by the vendor that required correction. To obtain the name of the registered owner of the tag, as explained above, ATS's computer automatically connects to NLETS, the same service used by City police, which provides the information contained in the DMV records electronically through a secure network. The information received from NLETS can not be altered by ATS. The process used by ACS is similar, except it does not use the computer to read and record the tag number; this is done by an employee who looks at the tag in the photograph and enters the data into the computer. ACS also obtains the registered owners information via electronic means either through NLETS or DMV directly. Because the registered owner's information is obtained electronically by computer the information is not hearsay. This Court finds that it would be an excessive burden to require a certified copy of the DMV records. The law does not require evidence to be perfect but only that it be credible and reliable. The evidence presented showed the process used to obtain ownership records produces reliable information which is sufficient to show ownership. The Defense clearly has the ability to dispute an error in the citation by presentation of a defendant's vehicle registration.

UTC ISSUING OFFICER'S COURT ATTENDANCE AND TRAINING

The testimony presented is that the City of Aventura uses only qualified police officers to review the video and issue a UTC for red light camera violations. Due to the volume of cases,

the police officer who issued the UTC does not appear in court. When notice of a hearing is received, an evidence packet for that UTC is prepared by the officer and up-loaded for presentation in court on a laptop computer. A public service aide acting as the custodian of the records attends court to present the video and photograph evidence prepared by the officer. The Defense has objected to this practice alleging that issuing officer must be present. The Court does not find it necessary for the issuing officer to be present. The UTC is the charging document in these cases which hinge on the evidence contained in the photographs or video. As long as the custodian of the record has the necessary documentation in the packet prepared by the officer for the court, it is not required for the issuing officer to be present.

The Defense also argues, because §316.0083(1)(a) indicates the City may authorize a traffic infraction enforcement officer as described in §316.640 to issue the UTC, that the City must prove every officer has completed the traffic enforcement procedures and court presentation training described in §316.640(5)(a) to be authorized to issue red light camera violations. The defense went to great lengths to question sworn police officers whether they had attended the STEP training program required for traffic infraction enforcement officers. While this training is a minimum requirement for a person to be qualified to issue a UTC under the statute, it by no means prohibits a person otherwise qualified to issue a UTC from doing so. Florida Statute §316.640 sets up a hierarchy of law enforcement officers qualified by the Department of Law Enforcement to enforce traffic laws giving sworn police officers the highest vested power. Clearly, §316.0083(1)(a) permits the City, if it chooses, to use someone less qualified than a sworn police officer to enforce a red light camera violation, but does not limit the inherent authority of a police officer to enforce this statute. Therefore, the Court finds that as long as the person issuing the UTC testifies they are qualified by the Department of Law

Enforcement as a certified police officer or certified traffic infraction enforcement officer no proof of their actual training is required. However, if the issuing officer does not appear in court and the evidence is to be presented by a custodian of the record, the City must include in its packet an affidavit that the person who issued the UTC is a certified police officer or traffic infraction enforcement officer.

ADMISSIBILITY OF VIDEO

The Defense objects to the admissibility of the video unless the City presents proof in every case under the silent witness theory as set forth in *Wagner v. State*, 707 So. 2d. 827, 830 (Fla. 1st DCA 1998). The City argues that this is not required because §316.0083(4)(e) provides that the video referenced in the UTC is evidence of the violation and is admissible in any enforcement proceedings. It is the Defense's position, because the statute does not say it is automatically admissible, that the mere language that it is admissible does not exclude application of the evidence code. The Defense points to §90.103(1) as authority that the evidence code must be applied to allow the video to be admissible. This section does not support the Defense's position as it states "Unless otherwise provided by statute, this code applies to the same proceeding that the general law of evidence applied to before the effective date of this code." (emphasis added) The Legislature has clearly provided in the statute that this evidence is admissible. The plain language of the statute mandates the admissibility of this evidence, to interpret otherwise would render this language meaningless. The rule of statutory construction does not allow such a result.

However, even though the statute makes the video admissible, the Legislature has also required under §316.07456 that red light cameras must meet specifications established by the Department of Transportation (DOT) and tested at regular intervals according to those

specifications. The DOT has established the required standards and testing requirements which became effective on July 1, 2011. Although the Cities argue that the statute makes the photographs or videos self-authenticating, this Court finds there must be some evidence that the red light camera which capture the violation has met the DOT standards and have been tested to ensure they are properly working as a condition of admissibility, much the same as required for radar evidence in a speeding case. Therefore, prior to the admission of the video evidence, on all red light camera UTC's issued on or after July 1, 2011, the City must present proof in its evidence packet the red light camera was tested according to DOT specifications during the relevant time period during which the UTC was issued.

WHEREFORE, it is **ORDER AND ADJUDGED** that the evidence objected to shall be admissible in red light camera violation cases as provided above. An Administrative Memorandum will be created adopting the findings of this order which will govern the evidentiary requirements in red light camera proceedings.

DONE AND ORDERED at Miami, Miami-Dade County, Florida this 6th day of July, 2011.



STEVE LEIFMAN
COUNTY COURT JUDGE

STEVEN LEIFMAN
COUNTY COURT JUDGE



Miami Springs
Police Department

Memorandum

To: James R. Borgmann, City Manager

From: Peter G. Baan, Chief of Police

Subject: Red Light Camera System

Date: 02/23/2011

Handwritten signatures of James R. Borgmann and Peter G. Baan.

In May of 2010, Governor Charlie Christ signed into law the "Mark Wandall Traffic Safety Act". This legislation sets statewide fines for Red Light Camera violations and establishes system specifications and the violation prosecution process. When a Red Light violation is recorded by a camera system it is forwarded by to the appropriate police department for review to determine if a violation notice will be sent. If it is determined to be appropriate, a violation notice is sent to the registered vehicle owner. The current fine is \$158.00, of which \$75.00 is retained by the county or municipality that deployed the camera system.

For the past few months, the City Administration has been investigating the feasibility of installing "Red Light Cameras" at various intersections within Miami Springs. The major benefit of these cameras is to reduce the number of serious accidents in the City. Various studies have shown that over a period of time the occurrence of serious traffic accidents can be significantly reduced with the installation of this technology. In a preliminary survey, it has been estimated that approximately 20 intersection approaches in Miami Springs would be suitable for installations. The secondary benefit of these systems is revenue production. The vast majority of installations have been a positive revenue source to the respective jurisdictions. Local camera installations are generating an average of approximately \$100,000 in revenue each per year. Currently, 23 jurisdictions within Miami-Dade County have operating systems or contracts to install systems.

A committee consisting of City Manager James Borgmann, Assistant City Manager Ronald Gorland, Finance Director William Alonso, Procurement Specialist Tammy Romero and myself reviewed presentations from three Red Light Camera System vendors. Details such as pricing, operational characteristics, technical and legal support and aesthetics were considered. After careful consideration, it was the unanimous decision of the selection committee to recommend that the City enter into a contract with American Traffic Solutions, Inc. to deploy a Red Light Camera System within the City of Miami Springs.

Attachments

PLEASE COMPLETE ALL SHADED AREAS PLEASE COMPLETE ALL SHADED AREAS PLEASE COMPLETE ALL SHADED AREAS

Request for Quotes		NAME OF BIDDER	NAME OF BIDDER	NAME OF BIDDER
Title: Red Light Camera System		American Traffic Solutions (ATS)	GATSO USA	Sensys America Inc
		Contact: Greg Parks	Contact: Mark Bedard	Contact: Carlos Lofstedt
		Telephone: 1-913-575-2912	Telephone: 978-668-5059	Telephone: 786-276-2552
Item	Description	Price per Camera	Price per Camera	Price per Camera
1	Price per camera installed	\$ 4,350.00	\$4,600.00-\$4,800.00	Not provided
2	Is this a fixed fee rate?	Yes	Yes	N/A
3	Does each lane require a separate camera?	No, includes a four lane approach with up to two (2) signal phases.	No, one camera monitors 4 lanes of a given approach	Yes
4	Per "Amber Silver Alert" fee		Free for the 1st 120 minutes per month, beyond that is \$15 per hour	
5	Does your system meet FDOT Certification & Specifications?	Yes	Yes, see http://www.dot.state.fl.us/trafficoperations/Operations/rtc.shtm	
6	Is your system a single pole installation?	Yes	Yes, the radar detection, camera and flash are all self contained	
7	How Many systems have you installed in Miami-Dade County?	Over 3200 intersections (285 installed systems in Florida)		
8	How many of those systems are up and running?	All	None Currently	
9	How long from date of contractor to complete installations?	60-90 days	N/A	
10	Primary Contractor for installation	Horsepower Electric, Inc.	Typically within 90 days 2 major contractors: Traffic Control Devices and The Signal Group	
11	How long are your contracts for?		Typically 3-5 years	
12	Any up front fees?	No	No	
13	What is the camera resolution in megapixels?	16 megapixels	GS11 camera is 11 megapixels and 12 bits of imaging	High Resolution
14	Can the City retrieve its own data instantly?	Yes, immediate "Go live" process	Yes, with a login archived and live information can be retrieved instantly	
15	Are there any additional costs for areas that need to be hardwired?	No	No, the price the complete price	System will be setup to meet our needs
16	Do you currently work with another municipality that we can piggyback with?	Yes, Coral Gables or Hialeah	Yes, Holly Hill, FL	Yes, Guff breeze and Brooksville
17	Does your system offer a time/date stamp that will hold up in a court of law?		Yes, gold stamp on the image at the time of violation	Offers a full motion video clip of violation
18	Does your system have infrared for night shots?		Cameras with no flash at all can be used, although this requires photos to be in black & white. Our 120 watt flash offers shots for day and night, unlike the competitors.	Optional
19	What sets your company apart from the rest?	Largest Red-Light Road Safety Camera provider in North America	GATSO manufactures ALL the components. We have never lost a court case in 53 years. Only vendor that can provide accurate speed data of vehicles passing through intersections. Customer Service	System is unique because of radar, speed, time and distance detection. Systems are bullet-proof

SAMPLE CONTRACT

This Agreement is effective upon the last date as shown on this cover page (the "Effective Date").

I. DEFINITIONS

As used in this Agreement, the following terms shall have the respective meanings provided below:

1. "**Approach**" means one (1) direction of travel or one (1) or more lanes on a road or a traffic intersection up to four (4) contiguous lanes controlled by up to two (2) signal phases.
2. "**Camera System**" means a photo-traffic monitoring device consisting of one (1) rear camera, strobe, and traffic monitoring device capable of accurately detecting a **Violation** on up to four (4) contiguous lanes which records such data with one (1) or more images of the rear of the vehicle involved in the **Violation**, the vehicle's license tag, and the traffic signal being violated, together with streaming video of the **Violation**. "**Camera System**" shall also, where the sense requires, include any enclosure or cabinet and related appurtenances in which the Axis System is stationed.
3. "**Notice of Violation**" means a written notice of a **Violation** or equivalent instrument issued by or on behalf of **Customer** relating to a **Violation** documented or evidenced by the Axis System.
4. "**Owner**" means the owner(s) of a motor vehicle as shown by the motor vehicle registration records of the motor vehicle department or the analogous agency of another state or country.
5. "**Person**" or "**Persons**" means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.
6. "**Project Time Line**" means initial schedule and timelines required to begin the implementation of **Customer's** project.
7. "**Project Business Process Work Flow**" means initial schedules and timelines required to begin the implementation of City's project.
8. "**Recorded Image**" means an image digitally recorded by a "**Camera System**".
9. "**Traffic Control Signal**" means a traffic control device that displays alternating red, yellow and green lights intended to direct traffic when to stop at or proceed through an intersection.
10. "**Traffic Infraction Enforcement Officer**" means an employee of **Customer's** police or sheriff's department who meets the qualifications of Section 316.640(5)(a) of the Florida Statutes.
11. "**Uniform Traffic Citation**" means a uniform traffic citation as described in Section 316.650 of the Florida Statutes.
12. "**Violation**": Means a violation of Section 316.074(1) or Section 316.075(1)(c)1 of the Florida Statutes involving a motor vehicle.
13. "**VIMS (Violation Incident Monitoring System) Analysis**": A statistical assessment of violations rates at suspected problem intersections and approaches to determine the need for an intersection safety camera system.

II. GENERAL TERMS AND CONDITIONS

1. **ATS AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 1.
2. **CUSTOMER AGREES TO PROVIDE:** The scope of work identified in Exhibit "B," Section 2.
3. **TERM AND TERMINATION:**

- 3.1 The term of this **Agreement** shall be for five (5) years beginning on the date of first issued **Notice of Violation** from the last installed Camera System in the first authorized phase of Camera Systems (the "Start Date") and may be automatically extended for successive five (5) year periods. However, **Customer** may terminate this **Agreement** at the expiration of any term by providing written notice of its intent not to extend the **Agreement** one hundred and twenty (120) days prior to the expiration of the current term.
- 3.2 **ATS'** services may be terminated:
- (i) By mutual written consent of the parties;
 - (ii) For Cause, by either party where the other party fails in any material way to perform its obligations under this **Agreement**. Termination under this subsection is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds therefore, and the other party fails to cure the default within forty-five (45) days after receiving written notice.
 - (iii) For Legal Reasons, by either party in the event that state legislation or a decision by a court of competent jurisdiction prohibits the enforcement of Violations using image-capture technology. In any termination for legal reasons, **ATS** shall retain its fees paid up to the date of termination, but the **Customer** shall in no event be responsible for the payment of any of **ATS's** fees or costs in excess of program revenue.

Upon termination of this **Agreement** for any reason, the parties recognize that **Customer** will have to process traffic law violations in the "pipeline", and that **ATS** accordingly must assist **Customer** in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the wind-down period: **Customer** shall cease using the Axis System, shall return or allow **ATS** to recover all provided equipment within a reasonable time not to exceed one hundred and twenty (120) days, and shall not generate further images to be processed. Unless and until directed by **Customer** not to do so, **ATS** shall continue to process all images taken by **Customer** before termination and provide all services associated with processing in accordance with this **Agreement**, and shall be entitled to all Fees specified in the **Agreement** as if the **Agreement** were still in effect.

4. **ASSIGNMENT:**

Neither party may assign all or any portion of this **Agreement** without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, the **Customer** hereby acknowledges and agrees that the execution (as outlined in Exhibit "E"), delivery and performance of **ATS's** rights pursuant to this **Agreement** shall require a significant investment by **ATS**, and that, in order to finance such investment, **ATS** may be required to enter into certain agreements or arrangements ("Financing Transactions") with equipment lessors, banks, financial institutions or other similar persons or entities (each, a "Financial Institution" and collectively, "Financial Institutions"). The **Customer** hereby agrees that **ATS** shall have the right to assign, pledge, hypothecate or otherwise transfer ("Transfer") its rights, or any of them, under this **Agreement** to any Financial Institution in connection with any Financing Transaction between **ATS** and any such Financial Institution subject to the **Customer's** prior written approval, which approval shall not be unreasonably withheld or delayed

5. **FEES AND PAYMENT:**

- 5.1 **Customer** shall pay for all equipment, services and maintenance based on the fee schedule indicated in the Exhibit "A", Schedule 1 ("Fees").
- 5.2 **Customer** shall pay all Fees due **ATS** based upon invoices from the proceeding month within thirty (30) days of submission. Late payments are subject to interest calculated at 1.5% per month on open balances.
- 5.3 Unit prices will be fixed for the first two (2) years of the first term and thereafter on each anniversary date of the term unit prices will increase by Consumer Price Index (CPI), according to the average change during the prior twelve (12) months in the CPI for All Urban Consumers (CPI-U) for U.S. City average as published by the Bureau of Labor Statistics, U.S. Department of Labor.
- 5.4 **Flexible Payment Plan.** The following term Flexible Payment Plan is hereby added to this amendment and shall only apply to those funds received for violations captured on or

after July 1, 2010 and paid according to the provisions of State Act 2010-80 and is as follows:

During the term of the contract, payments by the Customer may be made to **VENDOR** under a Flexible Payment Plan. Under the Flexible Payment Plan, the Customer may defer certain payments to **VENDOR** until the Customer has collected sufficient funds pursuant to the terms of the contract. If, at the end of the term of the contract, sufficient funds have not been collected by the Customer to pay the balance then due to **VENDOR**, **VENDOR** agrees to waive its right to recovery of any outstanding balance. For purposes of this clause, the term "funds" means the revenue retained by the Customer according to the distribution methods applicable under this contract and applicable state law.

This clause will be applied as follows:

VENDOR will maintain an accounting of any net balances owed to **VENDOR**. If the amount collected during a billing period exceeds the amount of **VENDOR** invoices during the same period, the **CITY** shall pay **VENDOR** the total amount due. If the amount collected during a billing period is less than the amount of **VENDOR** invoices during the same period, the **CITY** shall pay **VENDOR** the amount collected, and may defer payment of the remaining balance. Payments due to **VENDOR** shall be reconciled by applying future funds collected, first to the accrued balance, and then to the invoice for the current billing period. At any time that **VENDOR** invoices, including any accrued balance, are fully repaid, the **CITY** will retain all additional funds collected during that billing period. Such additional funds (whether reserved in cash or not by the **CITY**) will be available to offset future **VENDOR** invoices.

6. INTERSECTION AND VIOLATION RATE ANALYSIS:

Prior to implementing the Axis System, **ATS** may conduct an analysis of each Approach being considered for a Camera System. If **ATS** deems necessary, **ATS** will use the Axis VIMS Analysis or other tool(s) or means to complete the analysis over an eight (8) to twelve (12) hour period. **Customer** will be provided a report on violations recorded at each monitored Approach, including the time of day and lanes on which the violations occurred. For any Approach, if available, recommended by **Customer**, **ATS** may install a Camera System. However, **ATS** may elect not to install a Camera System where traffic violation data does not support installation of the Axis System.

7. COMMUNICATION OF INFORMATION:

ATS agrees that all information obtained by **ATS** through operation of the Axis System shall be made available to **Customer** at any time during **ATS's** normal working hours, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of citations or the fulfillment of **Customer's** obligation under this Agreement.

8. CONFIDENTIAL INFORMATION:

No information given by **ATS** to **Customer** will be of confidential nature, unless specifically designated in writing as proprietary and confidential by **ATS** or deemed confidential by operation of law. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable. **ATS** shall not use any information acquired by this program with respect to any violations or **Customer's** law enforcement activities for any purpose other than the program.

9. OWNERSHIP OF SYSTEM:

It is understood by **Customer** that the System being installed by **ATS** is, and shall remain, the sole property of **ATS**, unless separately procured from **ATS** through a lease or purchase transaction. The System is being provided to **Customer** only under the terms and for the term of this Agreement.

10. INDEMNIFICATION AND INSURANCE:

Any Camera System provided by **ATS** pursuant to this Agreement shall comply with the maintenance procedures and manufacturer recommendations for that equipment. **ATS** shall indemnify and save harmless **Customer** against claims arising from the **ATS's** negligent or willful

violations of the maintenance procedures and manufacturer recommendations for operation of the **Camera System**.

ATS shall maintain the following minimum scope and limits of insurance:

- 10.1 Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence. Such insurance shall include **Customer**, its officers, directors, employees, and elected officials as additional insureds for liability arising from **ATS's** operation.
- 10.2 Workers' Compensation Insurance as required by applicable state law, and Employer's Liability Insurance with limits of not less than \$500,000 each accident; **ATS** shall at all times maintain worker's compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of **Customer**.
- 10.3 Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles use by **ATS** with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

Customer and its officers and employees, shall be named as additional insureds on the comprehensive general liability policies provided by **ATS** under this **Agreement**. **ATS** shall require any subcontractors doing work under this **Agreement** to provide and maintain the same insurance, which insurance shall also name **Customer** and its officers, employees, and authorized volunteers as additional insureds.

Certificates showing **ATS** is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to **Customer** within thirty (30) calendar days after the date on which this **Agreement** is made. Such certificates shall show that **Customer** shall be notified of all cancellations of such insurance policies. **ATS** shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as **Customer** is a body politic and corporate, the laws from which **Customer** derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, **Customer** may enter into this **Agreement**, shall be controlling and shall be incorporated by reference into this **Agreement**. **Customer** shall be responsible for vehicle insurance coverage on any vehicles driven by **Customer** employees. Coverage will include liability and collision damage.

11. STATE LAW TO APPLY:

This **Agreement** shall be construed under and in accordance with the laws of the State of Arizona.

12. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the **Agreement** shall be attempted to be settled through good-faith efforts between senior management of both parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

- 12.1 Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association ("AAA Rules") before a single arbitrator. The place of arbitration will be mutually agreed upon within 14 days of a decision to seek arbitration. Limited discovery will be permitted in

connection with the arbitration upon agreement of the parties upon a showing of substantial need by the party seeking discovery.

- 12.2 The arbitrator's decision shall follow the plain and natural meaning of the relevant documents, and shall be final and binding. The arbitrator will have no power to award:
- (i) damages inconsistent with the **Agreement**; or,
 - (ii) punitive damages or any other damages not measured by the prevailing party's actual damages, and the parties expressly waive their right to obtain such damages in arbitration or in any other forum.
- 12.3 All aspects of the arbitration will be confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.
- 12.4 Each party will promptly pay its share of all arbitration fees and costs, provided that such fees and costs shall be recoverable by the prevailing party as determined by the arbitrator. If a party fails to pay such share promptly upon demand, the arbitrator shall, upon written request by the other party, enter a final and binding decision against the nonpaying party for the full amount of such share, together with an award of attorney's fees and costs incurred by the other party in obtaining such decision, which decision may be entered in any court of competent jurisdiction. Except for the failure of a party to pay arbitration fees and costs that requires resort to the arbitrator to order such payment, the parties will bear their own attorneys' fees in any matter or dispute under this **Agreement**.

13. AMENDMENTS TO THE AGREEMENT:

Customer may from time to time consider it in its best interest to change, modify or extend the terms, conditions or covenants of this **Agreement** or require changes in the scope of services to be performed by **ATS**, or request **ATS** to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this **Agreement**. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of **ATS**' compensation, must be agreed upon by and between **Customer** and **ATS** incorporated in written amendments (herein "Amendments") to this **Agreement**. Such Amendments shall not invalidate the procurement process or this **Agreement** nor relieve or release **ATS** or **Customer** of any of its obligations under this **Agreement** unless stated therein. No oral amendments, changes, or modifications to this **Agreement** are permitted.

14. LEGAL CONSTRUCTION:

In case any one or more of the provisions contained in this **Agreement** shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this **Agreement** shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

15. PRIOR AGREEMENT SUSPENDED:

This **Agreement** constitutes the sole and only agreement of the parties and supersedes any prior understanding, written or oral, between the parties respecting the written subject matter.

16. NO AGENCY:

ATS is an independent contractor providing services to **Customer**, and the employees, agents and servants of **ATS** shall in no event be considered to be the employees, agents or servants of **Customer**. This **Agreement** is not intended to create an agency relationship between **ATS** and **Customer**, except as expressly provided in Exhibit B hereto.

17. FORCE MAJEURE:

Neither party will be liable to the other or be deemed to be in breach of this **Agreement** for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or governmental authorities approval delays which are not caused by any act or omission by **ATS**. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

18. TAXES:

In the event that any excise, sales or other taxes are due relating to this **Agreement**, **Customer** will be responsible for the payment of such taxes.

19. OFFER EXTENDED TO OTHER GOVERNMENTAL AGENCIES:

Customer encourages and agrees to ATS extending the pricing, terms and conditions of this Agreement to other governmental entities at the discretion of ATS.

20. NOTICES:

Any notices or demand which, under the terms of this **Agreement** or under any statute, must or may be given or made by **ATS** or **Customer** shall be in writing and shall be given or made by personal service, telegram, first class mail, FedEx, or by certified or registered mail to the parties at the following address:

TO THE CUSTOMER:

City of Miami Springs, Florida
201 Westward Drive
Miami Springs, FL 33166
Attention: James R. Borgmann
City Manager

TO ATS:

American Traffic Solutions, Inc.
7681 East Gray Road
Scottsdale, Arizona 85260
Attention: Adam E. Tuton
Chief Operating Officer

EXHIBIT A
SERVICE FEE SCHEDULE

Description of Pricing

Fees are based on per Camera (approach) and are as follows:

Flat Fee per Camera per Month **\$4,750.00**

Additional Service Fees Include: Certified mail (no return receipt) costs for the mailing of Uniform Traffic Citations for the City will not exceed \$4.00 per certified mailing. City and VENDOR agree to review in good faith one (1) year after execution of this Amendment the certified mail costs.

EXHIBIT B
SCOPE OF WORK

I. ATS SCOPE OF WORK

1.2 ATS IMPLEMENTATION

- 1.2.1 **ATS** agrees to provide the solution for **Camera Systems** to the **Customer** as described in this Agreement, except for those items identified in Section 2 titled "**Customer Scope Of Work**". **ATS** and **Customer** understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by the **Customer**, unless otherwise specified, **Customer** shall not charge **ATS** for the cost. All other in-scope work, external to **Customer**, is the responsibility of **ATS**.
- 1.2.2 **ATS** agrees to make every effort to adhere to the Project Time Line agreed upon between the parties.
- 1.2.3 **ATS** will assist **Customer** with video evaluation of candidate sites using the Axis VIMS system.
- 1.2.4 **ATS** will install **Camera Systems** at a number of intersections or grade crossing approaches to be agreed upon between **ATS** and **Customer** after completion of site analyses, unless identified in Exhibit C of this Agreement. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where **Camera Systems** are installed and maintained.
- 1.2.5 **ATS** will operate each **Camera System** on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
- 1.2.6 **ATS'** in-house Communications Department will assist **Customer** with public information and outreach campaign strategies. In addition, depending upon the agreed-upon strategy, **ATS** may pay for agreed upon extra scope expenditures for public relations consultants, advertising, or media relations provided that such extra scope expenditures will be reimbursed to **ATS** from collected revenue.
- 1.2.7 **ATS** agrees to provide a secure web site (www.violationinfo.com) accessible to **Owners** who have received **Notices of Violation** or **Uniform Traffic Citations** by means of a Notice # and PIN, which will allow violation image and video viewing.
- 1.2.8 **Customer** and **ATS** will complete the Project Business Rules Process Work Flow design within thirty (30) days of the **Effective Date**, unless mutually agreed to otherwise by both parties.
- 1.2.9 Unless otherwise notified, **ATS** will provide technician site visits to each **Camera System** once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning; camera, strobe and controller enclosure cleaning; inspection of exposed wires; and, general system inspections and maintenance.
- 1.2.10 **ATS** shall repair a non-functional **Camera System** within seventy-two (72) business hours of determination of a malfunction, except for those causes of Force Majeure as outlined in Section 17.0 General Terms and Conditions of this Agreement.
- 1.2.11 **ATS** shall repair the Axis VPS System within one (1) business day from the time of reported outage. Outages of **Customer** internet connections or infrastructure are excluded from this service level.
- 1.2.12 For any **Customer** using **ATS** lockbox or epayment services, **ATS** will establish a demand deposit account bearing the title, "American Traffic Solutions, Inc. as agent for **Customer**" at U.S. Bank. All funds collected on behalf of **Customer** will identify the

account to receive funds wired from U.S. Bank. **Customer** shall sign a W-9 and blocked account agreement, to be completed by **Customer**, to ensure **Customer's** financial interest in said U.S. Bank account is preserved.

- 1.2.13 **ATS** shall provide training for personnel of the **Customer**, including, but not limited to, the persons who **Customer** shall appoint as Traffic Infraction Enforcement Officers and other persons involved in the administration of the program, regarding the operation of the **ATS System** and the program. This shall include training with respect to the **ATS System** and its operations, strategies for presenting Infractions Data in court and judicial proceedings and a review of the Enforcement Documentation.

1.3 **ATS OPERATIONS**

- 1.3.1 **ATS** shall provide **Customer** with an automated web-based citation processing system (Axis VPS) including image processing, color printing and mailing of a **Notice of Violation** per chargeable event. Each **Notice of Violation** shall be delivered by first class mail to the **Owner** within the statutory period. Mailings to **Owners** responding to **Notices of Violation** identifying drivers in affidavits or non-liability or by rental car companies are also included according to each pricing option.
- 1.3.2 **ATS** shall act as **Customer's** agent for the limited purpose of making an initial determination of whether **Recorded Images** should be forwarded to the **Traffic Infraction Enforcement Officer** to determine whether a **Violation** has occurred and shall not forward for processing those **Recorded Images** that clearly fail to establish the occurrence of a **Violation**.
- 1.3.3 Text only reminder notices may be delivered by first class or other mail means for additional compensation to **ATS** as agreed by the parties in Exhibit A.
- 1.3.4 Upon expiration of the due date of the **Notice of Violation**, Axis VPS shall issue a **Uniform Traffic Citation**, which shall be delivered by certified mail to the **Owner** within the statutory period. The issuance of the **Uniform Traffic Citation** shall be based on the **Traffic Infraction Enforcement Officer's** approval, as provided in Section 2.4 of this Exhibit A, of the **Notice of Violation**.
- 1.3.5 **ATS** shall make available a form of affidavit, approved by **Customer**, to be used by an **Owner** who wishes to establish the existence of an exemption to a **Notice of Violation** or **Uniform Traffic Citation** as provided in Section 316.0083(1)(d)1 of the Florida Statutes.
- 1.3.6 Axis VPS shall apply an electronic signature to a **Notice of Violation** or **Uniform Traffic Citation**, when authorized to do so by an approving **Traffic Infraction Enforcement Officer**.
- 1.3.7 **ATS** shall obtain in-state vehicle registration information necessary to issue citations assuming that it is named as **Customer's** agent for these purposes.
- 1.3.8 **ATS** shall seek records from out-of-state vehicle registration databases and apply records found to issue **Notices of Violation** and **Uniform Traffic Citations** for **Customer** according to each pricing option.
- 1.3.9 If **Customer** is unable to or does not desire to integrate **ATS** data into its adjudication system, **ATS** shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence and other related information required to adjudicate the disputed **Uniform Traffic Citation**. The system will also enable the adjudication staff to accept and account for payments. Any costs charged by a third party vendor related to the provision of **ATS** data to the adjudication system may, at **ATS's** option, be advanced to or on behalf of **Customer**,

and recovered by **ATS** from **Customer** as an additional charge on its invoice submitted to **Customer** pursuant to Section 5 of this **Agreement**.

- 1.3.10 **Customer** shall be able to use the Axis VPS System to run and print standard system reports.
- 1.3.11 If required by the Court or prosecutor, **ATS** shall provide **Customer** with, or train a local expert witness able to testify in Court on matters relating to the accuracy, technical operations, and effectiveness of the Axis System until judicial notice is taken.
- 1.3.12 In those instances where damage to a **Camera System** (or sensors where approved) is caused by negligence on the part of **Customer** or its authorized agent(s), **ATS** will provide **Customer** an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, **ATS** shall replace or repair any damaged equipment and invoice **Customer** for the pre-approved repair cost. **ATS** shall bear the cost to replace or repair equipment damaged in all other circumstances.
- 1.3.13 **ATS** shall provide a help-line to assist **Customer** resolve any problems encountered regarding its Camera System and/or citation processing. The help-line shall function during normal business hours.
- 1.3.14 As part of its Camera System, **ATS** shall provide **Owners** with the ability to view **Recorded Images of Violations** involving their motor vehicles online. This online viewing system shall include a link to the **ATS** payment website(s) and may offer the opportunity to download a form affidavit to establish an exemption under Section 316.0083(1)(d) of the Florida Statutes. Online-obtained affidavits submitted in response to a **Notice of Violation** or **Uniform Traffic Citations** shall be directed to and processed by **ATS** and communicated to **Customer** via the Axis System.

II. CUSTOMER SCOPE OF WORK

2.2 GENERAL IMPLEMENTATION REQUIREMENTS

- 2.2.1 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a project manager with authority to coordinate **Customer** responsibilities under this **Agreement**.
- 2.2.2 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name and contact information for a **Uniform Traffic Citation** manager responsible for oversight of all **Uniform Traffic Citation**-related program requirements.
- 2.2.3 Within seven (7) business days of the **Effective Date**, **Customer** shall provide **ATS** with the name(s), contact information, and electronic signature(s) of all **Traffic Infraction Enforcement Officers** authorized by **Customer's** police or sheriff's department to approve and issue **Notices of Violation** and **Uniform Traffic Citations**.
- 2.2.4 **Customer** shall establish a method by which an **Owner** who has received a **Notice of Violation** or a **Uniform Traffic Citation** may review the images and video evidencing the **Violation** at www.violationinfo.com free of charge. This may be at a publicly available terminal at a **Customer** facility or by appointment with the **Uniform Traffic Citation** manager.
- 2.2.5 **Customer** shall make every effort to adhere to the Project Implementation Timeline to be agreed upon between both parties.
- 2.2.6 **Customer** shall direct the Chief of Police or approved alternate to execute the **ATS** DMV Subscriber Services Agreement (Exhibit F) to provide verification to the State Department of Motor Vehicles, National Law Enforcement Telecommunications System, or appropriate authority indicating that **ATS** is acting as an Agent of **Customer** for the purposes of accessing vehicle ownership data pursuant to the list of permissible

uses delineated in the Drivers Privacy Protection Act 18 U.S.C. 2721, Section (b) (1) and as may otherwise be provided or required by any provision of applicable state law.

- 2.2.7 **Customer** and **ATS** shall complete the Project Business Process Work Flow design within thirty (30) calendar days of last contract execution date.
- 2.2.8 **Customer** is responsible for notifying **ATS** of any legislative and/or ordinance changes in writing within forty-eight (48) hours of the first read or proposed legislation. **ATS** will not be responsible for any damages if not notified within time noted.
- 2.2.9 **Customer** is responsible for all final jurisdictional issues.

2.3 STREETS AND TRAFFIC DEPARTMENT OPERATIONS

- 2.3.1 If **Customer** chooses to move a Camera System to a new approach after initial installation, it shall pay the costs to relocate the System.
- 2.3.2 **Customer** will design, fabricate, install and maintain red light camera warning signs required by law to be posted in connection with the use of a **Camera System**. If **Customer** cannot provide such signage, **ATS** will do so and charge the costs to **Customer**.
- 2.3.3 **Customer** shall provide access to traffic signal phase connections according to approved design.
- 2.3.4 **Customer** shall allow **ATS** to access power from existing power sources at no cost and shall allow or facilitate access to traffic signal phase connections to a pull box, pole base, or controller cabinet nearest to each Camera System within **Customer's** jurisdiction. The costs of any additional conduit or power infrastructure needed to support installation of the Camera System shall be funded by **Customer**. **ATS** may agree to cover these upfront costs and recover the costs from the collected revenue in addition to its normal fees.
- 2.3.5 **Customer** shall approve or reject **ATS's** submitted plans within seven (7) business days of receipt and shall limit iterations to a total of one revision beyond the initially submitted plans. Total plan approval duration shall not exceed ten (10) business days.
- 2.3.6 **Customer** shall not charge **ATS** or its subcontractor(s) for building, construction, electrical, street use and/or pole attachment permits.
- 2.3.7 **Customer** shall make every effort to issue all needed permits to **ATS** and its subcontractor(s) within three (3) business days of plan approval.
- 2.3.8 **Customer** shall allow **ATS** to install vehicle detection sensors in the pavement of roadways within **Customer's** jurisdiction, as permitted.
- 2.3.9 **Customer** shall allow **ATS** to build needed infrastructure into any existing **Customer** owned easement, as permitted.
- 2.3.10 If use of private property right of way is needed, **Customer** shall assist **ATS** in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by **Customer**.

2.4 LAW ENFORCEMENT DEPARTMENT OPERATIONS

- 2.4.1 **Customer's Traffic Infraction Enforcement Officer(s)** shall process each potential violation in accordance with State Law and/or Municipality Ordinances within three (3) business days of its appearance in the Law Enforcement Review Queue, using Axis to determine which violations will be issued as **Notices of Violation**.

- 2.4.2 Within seven (7) days of last contract execution, **Customer** shall provide **ATS** with a form of **Uniform Traffic Citation** that complies with the provisions of Chapter 316 of the Florida Statutes, with the understanding that some modifications may be necessary to enable use with **ATS's** systems.
- 2.4.3 If an owner who receives a **Notice of Violation** fails to pay the statutory penalty or submit an affidavit that complies with all requirements provided in Section 316.0083(1)(d) of the Florida Statutes within the time period provided in Section 316.0083(1)(b) of the Florida Statutes, the issuance of a **Uniform Traffic Citation** will automatically occur based on the prior **Traffic Infraction Enforcement Officer** approval of the **Notice of Violation**.
- 2.4.4 **Customer** shall provide **ATS** with instructions or specifications for the treatment of affidavits, with the understanding that some modifications may be necessary to ensure compatibility with **ATS's** processes.
- 2.4.5 For optimal utilization, **Customer** workstation computer monitors for citation review and approval should provide a resolution of 1280 x 1024.
- 2.4.6 For optimal data throughput, **Customer** workstations should be connected to a high-speed internet connection with bandwidth of T-1 or greater.
- 2.4.7 **Customer** shall provide signatures of all authorized Law Enforcement users who will review events and approve citations on forms provided by **ATS**.

2.5 ADJUDICATION OPERATIONS

- 2.5.1 If **Customer** does not provide payment processing services, **Customer** shall use **ATS** payment processing services. The fees for lockbox and epayment services are presented in Exhibit A.
- 2.5.2 **Customer** shall provide a magistrate, judge or hearing officer and adjudication facilities to schedule and hear disputed **Uniform Traffic Citations**.
- 2.5.3 **Customer** shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. **Customer** may refer citizens with questions regarding **ATS** or Axis technology and processes to websites and/or toll free telephone numbers provided by **ATS** for that purpose.
- 2.5.4 Any potential, one time, direct costs to **ATS** to develop an interface between a court system will be initially paid by **ATS** and any such cost will be reimbursed to **ATS** from collected revenues in addition to its normal fees in Exhibit A.

2.6 INFORMATION TECHNOLOGY DEPARTMENT OPERATIONS

- 2.6.1 In the event that remote access to the **ATS** Axis VPS System is blocked by **Customer** network security infrastructure, **Customer's** Department of Information Technology shall coordinate with **ATS** to facilitate appropriate communications while maintaining required security measures.

EXHIBIT C
DESIGNATED INTERSECTIONS

Customer will designate first phase implementation of cameras at designated intersection approach or approaches. **ATS** shall make its best efforts to install a camera system within thirty (30) days of permits being granted and power delivered for each agreed upon approach, providing that **Customer** has received permission for all implementations in writing from any third-party sources.

Implementation and installation of any designated intersection approach is subject to site and/or video analysis and, law enforcement and engineering results. Additional intersection approaches may be selected in addition to first phase implementation and may be selected based on traffic crash data, traffic citation data, law enforcement officer observations and/or video survey of violations of **Customer's** designated intersection(s). **ATS** may provide **Customer** with evaluation of candidate approach sites using the AXIS VIMS system or some other means to assist **Customer** in its recommendations.

EXHIBIT D
ACKNOWLEDGEMENT AND CONSENT

This Acknowledgement and Consent, dated as of _____, is entered into by and between the City of Miami Springs, Florida (the "Customer") and America Traffic Solutions, Inc., a Kansas Corporation ("ATS"), with reference to the Professional Services Agreement dated as of _____, 2010, by and between the Customer and ATS (the "Agreement").

1. ATS has entered in a Credit Agreement, dated as of September 22, 2005 (the "ATS Credit Agreement"), with Harris N.A. (the "Bank"), pursuant to which the Bank has provided certain financing to ATS. Such credit facilities will provide ATS the working capital that it needs to perform its obligations to the Customer under the Agreement.

2. Pursuant to ATS Credit Agreement, ATS has granted Harris a security interest in all of ATS's personal property as collateral for the payment and performance of ATS's obligations to the Bank under the ATS Credit Agreement.

3. ATS will not, by virtue of the ATS Credit Agreement, be relieved of any liability or obligation under the Agreement, and the Bank has not assumed any liability or obligation of ATS under the Agreement.

4. The Customer hereby acknowledges notice of, and consents to, ATS's grant of such security interest in favor of the Bank in all of ATS's rights and interests under the Agreement pursuant to the ATS Credit Agreement.

5. All payments due and to become due to ATS pursuant to the Agreement shall continue to be paid directly to ATS, unless and until the Bank notifies the Customer in writing to do otherwise. If the Bank so notifies the Customer, the Customer will immediately cease making such payments and distributions to ATS and will as soon as possible, but in any event within 5 days after receiving such notice, remit all such payments directly to the Bank at 111 West Monroe Street, Chicago, Illinois 60603. ATS agrees that any such payment to the Bank shall be a good receipt and acquittance as against it – that is to say, the Customer should make the payment directly to the Bank and in so doing, the Customer discharges any liability to ATS for the payment, and the Customer shall have no obligation to ATS to investigate whether the Bank has any right to make such a direction.

6. The Customer further acknowledges and agrees that this Acknowledgement and Consent shall be binding upon the Customer and shall inure to the benefit of the successors and assigns of the Bank and to any replacement lender which refinances ATS's obligations to the Bank under the ATS Credit Agreement.

EXHIBIT E
DMV SERVICES SUBSCRIBER AGREEMENT

ATS requires that your agency certify the intended use of the information made available to your agency through our services and that such uses are in compliance with the Federal Driver's Privacy Protection Act Title XXXI and other applicable laws governing dissemination of public records. Based on your agency's intended use of such information, ATS will either grant permission to use the service or deny the application. Please specify any of the following permissible uses under §2721 that apply:

- (1) For use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
- (4) For use in connection with any civil, criminal administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court.
- (7) For use in providing notice to the owners of towed or impounded vehicles.
- (10) For use in connection with the operation of private toll transportation facilities.

In consideration of ATS making its Services available, Subscriber agrees to:

- i) utilize ATS provided data only for the purpose(s) specified above; and
- ii) request such information only for the Subscriber's exclusive use in the ordinary course of Subscriber's business and not for resale.

I certified that I am authorized to execute the Subscribe Use Certification on behalf of the Subscriber listed below. On behalf of such Subscriber, I certify that the above statements are true and correct. Subscriber acknowledges and agrees that ATS may from time to time audit Subscriber's use of ATS' Services to ensure that such use is consistent with the intended uses set forth above and with all applicable laws.

This agreement shall be for _____ year(s) commencing on the date below and shall automatically renew annually. This agreement may be terminated within thirty (30) days notice of the anniversary date, annually.

SUBSCRIBER INFORMATION					
Subscriber Agency/Name:					
NLETS Agency ORI:					
Name of Authorized Representative:					
Title of Authorized Representative:					
Mailing Address:					
City:		State:		Zip Code:	
Telephone:	() -	Fax:	() -	Email:	

Signature of Authorized Representative:	
Date Signed:	

SAFETY STUDY

**Effects of Red Light Camera Enforcement
on Fatal Crashes in Large US Cities**

Wen Hu
Anne T. McCartt
Eric R. Teoh

February 2011

**INSURANCE INSTITUTE
FOR HIGHWAY SAFETY**

1005 NORTH GLEBE ROAD ARLINGTON, VA 22201

PHONE 703/247-1500 FAX 703/247-1678

www.iihs.org

Abstract

Objective: To estimate the effects of red light camera enforcement on per capita fatal crash rates at intersections with signal lights.

Methods: From the 99 large US cities with more than 200,000 residents in 2008, 14 cities were identified with red light camera enforcement programs during 2004-08 but not during 1992-96, and 48 cities were identified without camera programs during either period. Analyses compared the citywide per capita rate of fatal red light running crashes and the citywide per capita rate of all fatal crashes at signalized intersections during the two study periods, and rate changes then were compared for cities with and without cameras programs. Poisson regression was used to model crash rates as a function of red light camera enforcement, land area, and population density.

Results: The average annual rate of fatal red light running crashes declined for both study groups, but the decline was larger for cities with red light camera enforcement programs than for cities without camera programs (35 vs. 14 percent). The average annual rate of all fatal crashes at signalized intersections decreased by 14 percent for cities with camera programs and increased slightly (2 percent) for cities without cameras. After controlling for population density and land area, the rate of fatal red light running crashes during 2004-08 for cities with camera programs was an estimated 24 percent lower than what would have been expected without cameras. The rate of all fatal crashes at signalized intersections during 2004-08 for cities with camera programs was an estimated 17 percent lower than what would have been expected without cameras.

Conclusions: Red light camera enforcement programs reduce the citywide rate of fatal red light running crashes and, to a lesser but still significant extent, the rate of all fatal crashes at signalized intersections. Cities wishing to reduce fatal crashes at signalized intersections should consider red light camera enforcement.

1. Introduction

More than 2.2 million police-reported motor vehicle crashes in the United States in 2009 occurred at intersections or were intersection related, accounting for about 41 percent of all police-reported crashes. These crashes resulted in 81,112 serious nonfatal injuries and 7,358 deaths. About one-third of the deaths occurred at intersections with signal lights (Insurance Institute for Highway Safety, 2010a).

Running a red light is a common traffic violation. A study of traffic at 19 intersections in 4 states reported an average of 3.2 red light running events per hour per intersection (Hill and Lindly, 2003). In a national telephone survey conducted in 2010, 93 percent of drivers said it is unacceptable to go through a red light if it is possible to stop safely, but one-third reported doing so in the past 30 days (AAA Foundation for Traffic Safety, 2010).

The safety consequences of running red lights are considerable. A study of urban crashes reported that running red lights and other traffic controls was the most common type of crash (22 percent). Injuries occurred in 39 percent of crashes in which motorists ran traffic controls (Retting et al., 1995). In 2009, 676 people were killed and 113,000 were injured in crashes in which police were able to establish that drivers ran red lights. Sixty-four percent of these deaths were people other than the red light runners, including passengers in the red light running vehicles, occupants of the other vehicles, pedestrians, and bicyclists. Compared with the drivers involved in these crashes who did not violate the signal, red light runners were more likely to be male, to be younger than 30, and to have prior crashes, alcohol-impaired driving convictions, or citations for speeding or other moving violations. Violators also were much more likely to have been speeding or alcohol impaired at the time of the crash, and less likely to have had a valid driver's license (Insurance Institute for Highway Safety, 2010b).

A high likelihood of apprehension helps convince motorists to comply with traffic laws, but many enforcement agencies have insufficient personnel to mount effective enforcement programs using traditional police patrols. Red light cameras can supplement traditional methods of enforcement at intersections, especially at times of the day and on roads where traditional enforcement can be difficult or hazardous. Studies have reported reductions in red light violations of 40-96 percent after the introduction

of red light cameras (Retting et al., 1999a, 1999b; Retting et al., 2008), and reductions occurred not only at camera-equipped sites but also at signalized intersections without cameras. A study of the impact of red light camera enforcement on crashes in Oxnard, California, one of the first US communities to employ such cameras, reported significant citywide reductions in crashes at intersections with traffic signals, with injury crashes reduced by 29 percent (Retting and Kyrychenko, 2002). Right-angle collisions, the crash type most closely associated with red light running, at these intersections declined by 32 percent, and right-angle crashes involving injuries fell by 68 percent.

Some studies have reported that even though red light cameras reduce front-into-side collisions and overall injury crashes, they can increase rear-end crashes. A study evaluating red light camera programs in 7 communities reported a 25 percent reduction in right-angle crashes, whereas rear-end crashes increased by 15 percent. Because the types of crashes prevented by red light cameras tend to be more severe and more costly than the additional rear-end crashes that can occur, the study estimated a positive social benefit of more than \$18.5 million in the 7 communities (Council et al., 2005). Not all studies have reported increases in rear-end crashes. A review of 10 controlled before-after studies of red light camera effectiveness that adjusted for regression to the mean, spillover effects, or both, reported an estimated 13-29 percent reduction in all types of injury crashes, a 24 percent reduction in right-angle injury crashes, and a nonsignificant 18 percent reduction in rear-end injury crashes (Aeron-Thomas and Hess, 2005).

Red light cameras have proven to be controversial in some US communities, but the number of communities that implemented camera programs during 1992-2010 has increased dramatically, from no communities in 1992 to 25 communities in 2000 and 501 communities in 2010 (Figure 1).

Numerous studies have examined the effects of red light camera enforcement on all crashes or crashes involving injury, but few if any studies have examined the effects on fatal crashes. The present study evaluated the effect of camera enforcement on per capita fatal crash rates for large US cities. Changes in per capita rates of fatal red light running crashes were compared for cities with and without camera programs. Because prior research reported citywide effects of red light cameras on all crashes at

signalized intersections, the present study also examined changes in the rates of all fatal crashes at signalized intersections in these cities.

2. Method

Large US cities were defined in this study as those with more than 200,000 residents; there were 99 such cities in 2008 (US Census Bureau, 2009). Information on red light camera programs in these 99 cities was obtained from news reports and calls to city police departments or public works departments. For cities with camera enforcement, program start and end dates were obtained. Other historical information was sought but was not available for all cities, including the number of cameras and number of signalized intersections over time.

Calendar years 2004-08, the latest 5 years for which fatal crash data were available, represented the “after” study period. Calendar years 1992-96 represented the “before” study period; very few US communities had camera programs during this time (Figure 1). The 14 cities with camera programs during 2004-08 but not during 1992-96 comprised the camera group. The 48 cities without camera programs during either time period comprised the comparison group. Of the remaining cities, 4 cities implemented camera programs prior to 1997, and 33 cities had camera programs for some but not all of the 2004-08 period. These 37 cities were excluded from analyses.

Data on fatal crashes at intersections with signal lights were extracted for 1992-96 and 2004-08 from the Fatality Analysis Reporting System (FARS), which contains detailed information on all fatal motor vehicle crashes occurring on US public roads (National Highway Traffic Safety Administration, 1992-96, 2004-08). Fatal red light running crashes were defined as the subset of these crashes that involved a driver traveling straight who was assigned the driver level contributing factor of “failure to obey traffic control devices.” This definition was developed jointly by the Insurance Institute for Highway Safety and Federal Highway Administration so that consistent estimates of red light running crash losses would be produced (Retting, 2006).

Annual population estimates were obtained for each city from the US Census Bureau (1997, 2009). For each city in each study period and for each crash measure, the average annual per capita fatal crash rate (crashes per million population) was calculated by summing fatal crashes across the 5-year period and then dividing by the sum of the annual population counts. This resulted in two observations (one each for the before and after periods) per city for the rate of fatal red light running crashes and for the rate of all fatal crashes at signalized intersections. To study the citywide effect of camera enforcement on fatal crash rates, the per capita crash rates were computed for each study group for the 2004-08 period, aggregating crashes and population across the cities in each group, and these rates were compared with those for the 1992-96 period.

Using the city-specific data, Poisson regression models were used to more rigorously examine the relationship of camera enforcement and other variables with fatal crash rates. The Poisson models accounted for the covariance structure due to repeated measures because each independent unit of analysis (city) had two observations (before and after periods). Separate models were developed for the rate of fatal red light running crashes and the rate of all fatal crashes at signalized intersections. Independent variables in the model were population density (in thousands of people per square mile for each study period), land area (in square miles for each study period), study period (after vs. before), and city group (cities with camera programs during the after period vs. cities without cameras). Land area was included because large area changes potentially could confound the relationship between camera enforcement and fatal crash rates. Census information on cities' land areas is available only from the decennial reports (US Census Bureau, 1990, 2000). Therefore, the 1990 land area data were used for the before period and the 2000 data were used for the after period. The population density during the before period was calculated as the average annual population during 1992-96 divided by the 1990 land area, and the population density during the after period was calculated as the average annual population during 2004-08 divided by the 2000 land area. An interaction variable for study period and city group tested whether crash trends were different for cities with and without camera programs. The difference in modeled crash trend between cities with camera program and those without was taken as the primary

measure of effectiveness. It was interpreted as the change in fatal crash rate for cities with camera programs beyond what would have been expected absent the programs. Variables with p-values less than 0.05 were taken as statistically significant.

3. Results

The 62 large US cities studied accounted for 10 percent of the US population, 14 percent of all fatal red light running crashes, and 15 percent of all fatal crashes at signalized intersections in 2008.

Figures 2 and 3 show the percentage changes in average annual per capita fatal crash rates for cities with and without red light camera enforcement programs, respectively. Detailed population and crash data for each city are listed in Appendix A. All but two of the 14 cities with camera programs experienced reductions in the rate of fatal red light running crashes, and all but three experienced reductions in the rate of all fatal crashes at signalized intersections (Figure 2). Among the cities with camera programs that experienced reductions in both fatal crash rates, all but one city had percentage reductions for fatal red light running crashes that were larger than those for all fatal crashes at signalized intersections. Among the 48 cities without camera programs, the pattern of changes in crash rates was much more variable. About half of the cities experienced reductions in the rate of fatal red light running crashes, and about half experienced increases. More than one-third of the cities experienced reductions in the rate of all fatal crashes at signalized intersections (Figure 3).

Table 1 lists combined results for the camera and comparison groups. The average annual rate of fatal red light running crashes declined for both study groups, but the decline was larger for cities with camera programs than for cities without cameras (35 vs. 14 percent). The average annual rate of all fatal crashes at signalized intersections decreased by 14 percent for cities with camera programs and increased slightly (2 percent) for cities without cameras. For cities with camera programs, the percentage decline in the annual average rate of fatal red light running crashes was much higher than the decline in the rate of all fatal crashes at signalized intersections (35 vs. 14 percent).

Table 2 lists results of the Poisson regression model that estimated the effects of red light camera enforcement and other predictors on the per capita rate of fatal red light running crashes. No significant effect was associated with land area. After accounting for the effects of other predictors, an increase in population density (in thousands of people per square mile) reduced the rate of fatal red light running crashes by an estimated 4 percent ($[\exp(-0.0371)-1]\times 100$), a marginally significant difference. After accounting for the interaction of study period and city group, the fatal crash rate during the before period was an estimated 65 percent higher ($[\exp(0.4998)-1]\times 100$) for cities that later implemented camera programs compared with cities that did not. The rate of fatal red light running crashes between 1992-96 and 2004-08 was reduced by an estimated 16 percent ($[\exp(-0.1709)-1]\times 100$) for cities without camera programs and by an estimated 36 percent ($[\exp(-0.1709-0.2809)-1]\times 100$) for cities with cameras. The estimated effect of camera enforcement on the rate of fatal red light running crashes was obtained by interpreting the interaction term for study period and camera use directly. Based on this parameter, the rate of fatal red light running crashes during 2004-08 for cities with cameras programs was 24 percent lower ($[\exp(-0.2809)-1]\times 100$) than what would have been expected without cameras.

Table 3 lists results of the Poisson regression model that estimated the effects of red light camera enforcement and other predictors on the per capita rate of all fatal crashes at signalized intersections. After accounting for the effects of other predictors, neither land area nor population density was significantly associated with the crash rate. After accounting for the interaction of study period and city group, the per capita rate of all fatal crashes at signalized intersections during the before period was an estimated 32 percent higher ($[\exp(0.2812)-1]\times 100$) for cities that later implemented camera programs compared with cities that did not. The rate of all fatal crashes at signalized intersections between 1992-96 and 2004-08 changed only minimally for cities without camera programs and was reduced by an estimated 16 percent for cities with cameras ($[\exp(0.0112-0.1822)-1]\times 100$). Based on the interaction term for study period and camera use, the actual per capita rate of all fatal crashes at signalized intersections during 2004-08 for cities with camera programs was 17 percent lower ($[\exp(-0.1822)-1]\times 100$) than what would have been expected without cameras.

Land areas for 19 of the 62 study cities (4 camera cities and 15 comparison cities) increased by more than 10 percent between 1990 and 2000. Additional Poisson regression models were conducted that excluded these cities, and results changed little.

4. Discussion

Red light running is a frequent traffic violation, and the safety consequences have been established. Enforcing red light laws is important, but many communities do not have the resources for police to patrol intersections as often as would be needed to ticket most motorists who run red lights. Traditional police enforcement also poses special difficulties for police, who in most cases must follow a violating vehicle through a red light to stop it. This can endanger motorists and pedestrians as well as officers.

Before-after studies in communities that have implemented red light camera enforcement programs have reported reductions in red light running, not only at camera-equipped intersections but also at other signalized intersections without cameras (Retting et al., 1999a, 1999b), as well as citywide crash reductions at signalized intersections (Retting and Kyrychenko, 2002). The current study extends this research by examining the effects of camera enforcement on fatal crashes in large US cities. Based on Poisson regression models, camera programs were associated with statistically significant citywide reductions of 24 percent in the rate of fatal red light running crashes and 17 percent in the rate of all fatal crashes at signalized intersections, when compared with rates that would have been expected without cameras. The larger effect of camera enforcement on the rate of fatal red light running crashes would be expected because these are the crashes targeted by cameras. The significant reduction in the rate of all types of fatal crashes at signalized intersections indicates that cameras have a generalized effect on driver behavior at intersections that extends beyond running red lights.

Other factors also were found to influence fatal crash rates. Higher population densities were associated with lower fatal crash rates. A possible explanation is that denser populations generally lead to lower travel speeds and thus fewer fatal crashes (Cerrelli, 1997). Rates of fatal crashes during the

baseline period were higher for cities that subsequently implemented red light camera programs than for cities that did not implement camera programs. It is to be expected that cities with larger red light running problems should have been more likely to implement camera enforcement programs.

Several limitations of the study are worth noting. The definition of red light running crashes excluded some crashes such as those involving a driver making an illegal turn on red. Other factors not considered may have influenced fatal crash rates for the camera cities but could not be examined due to limitations in the data. Attempts were made to obtain historical information on the number of red light cameras in the study cities, but information on the scope of red light programs could not be obtained for many of the cities. Historical information also was sought on the number of signalized intersections but was unavailable in many cities.

Red light cameras are not the only countermeasure for reducing crashes at signalized intersections. Converting traditional intersections to roundabouts eliminates the need for traffic signals as well as cameras. It has been reported that conversion of traditional intersections to roundabouts reduces fatal crashes by 81-90 percent, injury crashes by 25-87 percent, and overall crashes by 37-61 percent (Federal Highway Administration, 2000; Persaud et al., 2001; Schoon and van Minnen, 1994; Troutbeck, 1993). However, it is not feasible to replace every traffic light with a roundabout, and not every intersection is appropriate for a roundabout. Better enforcement of traffic signals using cameras is a solution that can be implemented quickly on a large scale.

In tallying the costs and benefits of camera enforcement, communities should factor in the considerable social and economic benefits of successfully reducing crashes. Besides foregone medical costs, vehicle repair bills, travel delays, and lost income, citizens in communities with camera enforcement experience direct savings in terms of reduced police time to investigate and report crashes, lessened need for emergency response service, and lower roadway cleanup costs.

National surveys of drivers and surveys conducted in cities with and without red light camera programs have found that a large majority support camera enforcement (Garber et al., 2005; National Highway Traffic Safety Administration, 2004; Retting and Williams, 2000). Despite the widespread

support and the safety benefits of red light camera enforcement, cameras remain controversial in some communities where opponents raise concerns about “big brother” government tactics and claim that violators are victims of revenue-generating government schemes. In the current study, the cities that implemented red light camera programs had higher baseline crash rates, suggesting that government officials were motivated by safety concerns. Although automated traffic enforcement is not a panacea, the current study adds to the large body of evidence that red light cameras can prevent the most serious crashes. This evidence should be considered by communities seeking to reduce crashes at intersections.

Acknowledgements

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NEWS ARTICLES

Red-light cameras save lives, study says

By *Ashley Halsey III*

Washington Post Staff Writer

Tuesday, February 1, 2011; 12:14 AM

Red-light cameras are saving lives even as they make millions in revenue, according to the first definitive study of the subject.

Use of cameras to catch speeders and those who run red lights has proliferated in the past decade, greatly increasing the prospect that drivers in too much of a hurry will get caught. The flash of a camera has become common at District intersections, more than 50 of which are equipped to catch red-light offenders.

A study to be released Tuesday by the Insurance Institute for Highway Safety finds that traffic fatalities at those intersections dropped by 26 percent over a five-year period, slightly more than the average decline in 13 other camera-equipped cities.

"We're hopeful this will stop some of the backlash against cameras," said Adrian Lund, president of the insurance foundation. "Much of the attention to victims of the camera has been paid to people who received tickets. Hopefully, this will return the focus to the people who have been killed or injured by red-light running."

Drivers often denounce use of the cameras as a naked money-making scheme - and the District made almost \$7.2 million on 85,678 red-light tickets from June 2009 through May.

At the same time, almost anyone who regularly drives District streets will attest to the fact that drivers slow in places where they know speed cameras are located and are more likely to stop on yellow at intersections with red-light cameras.

"Our traffic fatalities have been cut in half in four years," said D.C. Police Chief Cathy L. Lanier. "We see less high-speed crashes, we see less crashes at what used to be the worst intersections. Because of speed enforcement, when people do crash, it's at a slower speed, so there are less likely to be fatalities."

Lanier also said the cameras conserve police resources. "Those automated enforcement programs can take the place of 100 officers. In order to have the same effect with police officers, I'd have to divert them from crime-fighting."

The institute study said there were five fewer deaths at the District's camera-equipped lights over five years. During that same period across the country, 159 fewer people died in the cities that use cameras, the study found. If cameras had been in use in all cities with populations above 200,000, the institute projected that 815 lives would be saved.

The report looked at 14 cities that had camera programs from 2004 to 2008 and compared their accident rates with those of 48 cities that did not have cameras during the same period. The report acknowledged

that earlier studies found an increase in rear-end collisions when red-light cameras were installed. But it said that because right-angle crashes cause more severe injuries and damage than rear-end ones, the net effect was positive.

The institute used police reports gathered by the federal government to analyze intersection mayhem. The 2.2 million intersection crashes recorded in 2009 made up about 41 percent of all accidents. They resulted in 81,112 serious injuries and 7,358 deaths.

Police established red-light running as the cause of 676 deaths and 113,000 injuries. The vast majority of the people who died - 64 percent - were not driving the vehicle that ran the light. They were passengers, other drivers, pedestrians and cyclists.

"This is a solid report," said John B. Townsend II of AAA Mid-Atlantic. "It offers evidence that the program is changing behavior. Of all the forms of automated enforcement, this one's going to stay because the one thing people fear is a T-bone crash."

A survey of D.C. drivers in December by AAA found 8 percent opposed red-light cameras.

"There simply are not enough resources to put a police officer at every intersection, and enforcement at intersections is often dangerous," said Barbara Harsha, executive director of the Governors Highway Safety Association. "We have known for years that when the public sees a law being enforced, they will respect it and drive more safely. That has been true with drunk driving and seat-belt laws, and it is also true with red-light cameras."

However, traffic cameras still enliven constituent hotlines as angry drivers who have gotten tickets in the mail berate people who pick up the phones for legislators and council members.

"A lot of people accuse us of tricking them," Lanier said, "but we publish the location of all the cameras on our Web site. We're not trying to hide where they're located from anyone."

Two legislators have introduced bills in Richmond to restrict use of the cameras. One would restrict local jurisdictions from deploying new red-light cameras; the other would require that their use be overseen by the Virginia Department of Transportation.

"We're opposed to the first bill," Townsend said, "and we think the second one would put an onerous burden on the process."

Red-light cameras get results

Saturday, February 5, 2011; 6:19 PM

THE EVIDENCE is incontrovertible that red-light cameras save lives and could save many more if they were in wider use. They do so mainly by deterring and reducing the number of side-impact accidents, known as T-bone crashes. The rancorous, misguided debate over the cameras, which capture images of vehicles as they run through red traffic lights, is now settled. The District and other cities are well justified in expanding the deployment of such life-saving equipment.

A definitive new study by the Insurance Institute for Highway Safety shows that in 14 big cities where the cameras were in use, including the District, the rate of fatalities stemming from red-light crashes fell three times faster than in 48 cities that did not install the cameras. What's more, the institute, a nonprofit group funded by the insurance industry, found that the cameras saved 159 lives in the 14 cities over five years starting in 2004. If the cameras had been in use in every big American city, 815 lives would have been saved during the same span, the researchers concluded.

Those findings will be discomfiting to the scofflaws and libertarians who have long believed they have a God-given right to run red lights without the nuisance of risking a fine. They have felt put upon that the government is somehow invading their privacy by training cameras on intersections or "profiting" from the resulting fines. Never mind that in the great majority of cases, the real victims are not the drivers who ignore the red lights; rather, they are the pedestrians, cyclists and drivers of other vehicles who are run over, rammed, maimed and killed by the red-light runners.

The rationale for red-light cameras is firmly grounded in common sense. Police can't be everywhere, and officers should not be diverted from high-crime areas to police every high-risk intersection. As practically anyone who travels in and around the District can see for themselves, drivers tend to decelerate and exercise caution in red-light and speed-camera zones - which are listed on the police department's Web site. The result: slower-moving traffic and fewer fatal accidents.

Gnashing their teeth at Big Brother's supposed intrusion, opponents of the cameras have argued that the cameras violate their privacy or that local governments use them simply to generate revenue. But there are plenty of examples of government levying fines to promote public safety - think of hunting violations, or unsafe job-site conditions - and there's no greater reason to impugn officials' motives in deploying the cameras than any in other areas of public safety administration.

Opponents have also cited studies linking the installation of red-light cameras to an increase in rear-end collisions. But the more important point is that the cameras have sharply reduced T-bone crashes, which are far more dangerous and cause more deaths.

The real question for those who continue to complain about the cameras is: What is the alternative? Do they really want to remove the cameras and accept hundreds more deaths in order to save red-light runners from paying fines of \$50 or \$100? By that calculus, opponents of red-light cameras must value life very cheaply indeed.

James R. Borgmann

From: Greg Parks [Greg.Parks@atsol.com]
Sent: Sunday, February 20, 2011 10:53 AM
To: James R. Borgmann; Ronald K. Gorland; Pete Baan; Jan Seiden
Subject: FW: Red Light Cameras Reduce Crashes in Orlando by 39% at Intersections With Cameras
Attachments: Red Light Cameras Reduce Crashes in Orlando.pdf

WFTV.com News

Red Light Cameras Reduce Crashes In Orlando

Posted: 4:21 pm EST February 19, 2011

ORLANDO, Fla. -- New numbers show that red light cameras in Orlando have reduced crashes nearly 40 percent. This news comes weeks after a national report found the cameras have reduced deaths 24 percent nationwide.

Orlando city officials say the intersection of Conroy Road and Vineland Avenue is one of the most dangerous intersections in Orlando. But this new data shows even accidents at that specific location are down. The new numbers WFTV obtained shows accidents are down 39 percent at intersections with cameras. There are already 19 intersections with cameras and Eyewitness News found out the city is working on adding more to major intersections along Kirkman Road and Colonial Avenue, which are state roads that were off limits before legislation gave its blessing to the program last year.

The plan could include taking cameras out of service at intersections that have seen fewer crashes. Those cameras would be moved to problem areas.

But some drivers are still not happy with the red light cameras.

"Next thing you know you're going to have a liability just leaving your house because you might run a simple red light so I'm not a big fan of it, period," said Dayo Apenn.

The city has issued more than 60 thousand citations and only about 100 of those have been thrown out. \$6 million in fines have been collected since the program started three years ago. The majority of that money goes directly to the state of Florida.

Greg Parks | Senior Vice President

Business Development | Public Safety Solutions

American Traffic Solutions, Inc.

7681 E Gray Road | Scottsdale, AZ 85260

C 913 575 2912 | F 480 596 4501

greg.parks@atsol.com | www.atsol.com |

Scottsdale | New York City | Philadelphia | St. Louis | Houston | Washington DC |

Red-light cameras are costing Pines

By Ariel Barkhurst
STAFF WRITER

PEMBROKE PINES — Red-light cameras might end up being a money loser for the city.

The cost of running the cameras and prosecuting the tickets issued to those caught on camera running red lights has been higher than the amount of cash brought in from paid citations.

The 1,555 tickets generated from July to January by the city's four cameras brought in \$76,294, City Attorney Sam Goren wrote in a memo to the commission. Yet the city spent \$83,337 to run the program during the same period. Costs include legal fees, city employee time and payments to American Traffic Solutions, the company that runs the cameras.

The city installed cameras in November and January at three intersections; one camera has been active since 2008. The fine for being photographed running a red light is \$158, of which the city gets \$75.

Commissioners on Wednesday said they would reconsider the program in April. Topics up for discussion will include mov-

ing the cameras to intersections where there may be more violations, whether to install the remaining 21 cameras and the contract with ATS.

When the city voted to install 25 cameras last year, critics said the city was using a safety measure to pad its bank account.

"I don't want it to seem the only thing here is a revenue issue," said Commissioner Iris Siple. "But to have those cameras up there to ensure safety, there is a cost involved. So we do have to have a revenue stream."

One reason for the high costs, said Assistant City Attorney Mike Cirullo, is that the Broward County judge hearing appeals required cities to supply legal council. Legal fees have cost the city \$83,189 since the program began. Starting Feb. 1 the cases are being heard in traffic court.

Most commissioners are sure the program will end up at least breaking even.

"It sounds to me like this is the sometimes annoying but in a sense inevitable growing pains that a thing goes through when it's new and being introduced," said Commissioner Angelo Casillo.

Red-light cameras not living up to billing

Counting the cost

Pembroke Pines is spending more on red-light cameras and prosecuting tickets than it is receiving from paid citations. **Local, Page 2**

"The statistics are troubling," Mayor Jack Seiler said. "The revenue side ... won't be there unless something drastically changes at the courthouse or in the Legislature."

The Police Department has reviewed tapes in almost 20,000 cases in five months to decide whether to issue citations and threw out 12,000. The main reason: Courts are not allowing any citation that involves making a right turn on red whether the driver came to a stop or not.

— Scott Wyman

CC: CITY COUNCIL
CITY MANAGER
ASSISTANT CITY MANAGER
CITY ATTORNEY

100-100

F.Y.I.

Red-light cameras bleed red ink

■ One city's red-light camera program has cost more than it has generated in the past six months, due to unforeseen legal fees.

BY GARY GIANI
giani@miherald.com

Red-light cameras at four Pembroke Pines intersections have led to more than 1,000 tickets issued in the past six months, but the city's legal fees for contesting the citations in the courts have in the end cost more than the program has generated. City officials have to once again defend the program as a lifesaver, and not a moneymaker.

"We believe it's all about saving lives," Mayor Frank Ortis said following a Wednesday night meeting at which City Attorney Sam Goren reported he will bill the city \$33,059 in legal fees related to the program.

The cost of the program since July has been \$53,347 — with \$20,288 going to American Traffic Solutions, the company contracted to install the cameras in Pembroke Pines; and the remainder going for legal fees.

But the four cameras have generated only \$76,294 in revenues.

The legal fees, Goren wrote in a memo to commissioners, are the result of two issues: the start-up costs of adhering to a state law that took effect July 1 governing red-light cameras; and the hours that city attorneys have spent attending court hearings, as required by a Broward judge, for drivers who challenge

• TURN TO CAMERAS, 2B

The Miami Herald

SUNDAY, FEBRUARY 20, 2011 | EDITOR: JAY DUCASSI | jducassi@miamiherald.com | 305-576-3557

LOCAL & STATE

4B PLAN FOR SHORTER HIGH-SPEED RAIL SNUBBED

5B JUPITER FEARS LOSING BASEBALL TEAMS

CC: CITY COUNCIL
CITY MANAGER
ASSISTANT CITY MANAGER
CITY ATTORNEY

F.Y.I. *[Signature]*

City losing money on red-light cameras

• CAMERAS, FROM 1B

he tickets.

Commissioner Carl Shechter argued that ATS should bear the cost of providing an attorney for the hearings, all of which are held at the Broward North Regional Courthouse in Deerfield Beach before Judge Steven P. Deluca, who has required a plaintiff's attorney be present at the hearings.

"Seems to me that's your obligation, not ours," Commissioner Carl Shechter said to Greg Parks, an ATS vice president at this week's meeting.

"We don't have standing," Parks replied.

Shechter countered that it is ATS' contractual responsibility to issue the summons, process the paperwork and collect the revenues. He asserted that defending against challenges court is part of the collection process.

Ray Allen, an attorney representing ATS, disagreed. The company is ob-

ligated to provide "expertise" under its contract with the city, Allen said, but not legal representation.

Allen added that Broward is the only county in Florida where a judge has required a plaintiff's attorney be present to answer questions and defend challenges to red-light camera tickets.

Commissioners, who were considering whether to renegotiate the city's contract with ATS to account for the unforeseen legal fees, voted to revisit the question in April.

Several pending issues could affect similar red-light camera program in cities across South Florida, including Hallandale Beach, Hollywood and Aventura.

Among them: Bills in the state legislature proposing to repeal the red-light camera law; and the possibility that Broward cases will no longer be heard by a single judge but by a magistrate, Shechter said.

Traffic enforcement is generally the responsibility of the state and not cities.

But cities such as Pembroke Pines found a loophole by issuing code violations — instead of traffic citations — for failure to heed a red light.

Each violation, which cites the owner of the car and not necessarily the driver, imposes a \$158 fine if paid in the first 30 days. After 30 days, unpaid notices are forwarded to Broward County Court, and the fine increases to \$275 — with the additional costs tacked on for court fees.

Under the contract with ATS, Pembroke Pines receives \$75 per ticket paid, and the state receives \$83.

The city then pays ATS a monthly fee of \$4,750 per camera — or \$123,500 once all of the planned 26 cameras are operating.

If the cameras fail to generate enough revenue to cover the monthly cost, however, then the city does not have to pay ATS.

But the unforeseen legal fees are now causing city officials to reconsider the program, and their options range from renegotiating or canceling the ATS contract to moving red-light cameras to intersections where they may produce more tickets.

Shechter, who represents the city's east side, said he frequently speaks to constituents who are opposed to the red-light cameras.

"The people that I talk to say, 'What's with the red light cameras? What do we need those for?'" he said.

Shechter said he's convinced the city is doing it for the right reasons, but he would prefer the program

pay for itself.

"If the city is going to lose money," he said, "I think we can do it better by putting a couple more cops on the streets and letting them write tickets and doing it the right way."

Ortis said he is confident the city will find a way to make the red-light camera program work, and insisted that it's necessary.

"I want to install 25 more cameras," he said. "We'd like it to be revenue neutral, obviously. But we certainly want these cameras to be active so that people do not run these red lights. And it's prolific in our city. I mean, I see it every day and people just don't seem to care."

To underscore the problem, Commissioner Angelo Castillo said he was involved in a traffic accident Thursday morning with a motorist who allegedly ran a red light at 186th Avenue and Pines Boulevard.

A white van T-boned a green sedan making a left turn, Castillo said, and the van then barreled toward his car, swiping the rear.

Castillo was not injured, but he said the driver and passenger of the green sedan suffered severe lacerations and other injuries.

"This stuff at red lights is getting out of control," he said. "This is what's been going on, and I know that people are focusing on the money. But I just want the roads to be safe again."

Commissioners have not considered placing a camera at the intersection.

PRESIDENTS' DAY

Monday is Presidents' Day. Here's what's open and closed in Miami-Dade and Broward counties:

Federal offices.....	Closed
County offices.....	Closed
School.....	Closed
Garbage collection.....	Regular schedule in most cities
Banks.....	Closed
Post offices ..	Closed (Only Express mail will be delivered)
Stock markets.....	Closed
Buses and Tri Rail.....	Regular schedule
Libraries.....	Closed

It could be lights out soon on South Florida's red light cameras.

Officials say the tickets being issued by the cameras are becoming too costly to enforce, with some cities actually losing money on them as drivers who fight the tickets are winning in court.

Cities in Palm Beach and Broward counties have had to devote more attorneys and police to pursue the tickets as they spend thousands more than they are collecting.

"The rulings have been going against us, and it's been very labor-intensive for our department,"

Fort Lauderdale Police Chief Frank Adderley told the *Sun-Sentinel*.

Drivers Fighting Red Light Tickets...And Winning



Drivers Fighting Red Light Tickets...And Winning
Red Light Camera Captures Near Miss in Miami



Drivers Fighting Red Light Tickets...And Winning
Red Light Cam Controversy



Red Light Camera Controversy
The network of cameras from Fort Lauderdale to Pembroke Pines were installed to much fanfare and were supposed to bring in millions of dollars in revenue, but have become more trouble than they're worth.

Pembroke Pines has received \$76,294 from citations, but the red-light camera program has cost \$83,337. Legal fees encompassed \$33,189 of that, with the rest going to American Traffic Solutions, which has contracts across Broward and Palm Beach counties to manage the cameras. The failures there have cities like Boca Raton and Delray Beach delaying plans to install cameras. But in Boynton Beach, officials are moving ahead with their plans to install intersection cameras. And in Hallandale Beach, Mayor Joy Cooper says they'll keep the red light camera program going. "For me, it has always been a safety issue period," Cooper said. "We have cameras in our parks and other public facilities, and this is a natural progression of technology to enforce our laws. We have busy roadways and a lot of pedestrians, and I believe it will make the roads safer."

City Council Meeting of:

AUG 8, 2011

CITY OF MIAMI SPRINGS



Recreation Department
1401 Westward Drive
Miami Springs, FL 33166-5289
Phone: (305) 805-5075
Fax: (305) 805-5077

TO: Honorable Mayor Garcia and Members of the City Council
VIA: James R. Borgmann, City Manager *JRB*
FROM: Omar Luna, Recreation Director
SUBJECT: Swimming Pool Information

Per Council's request I have provided documentation that shows what programs we offer at the Miami Springs Aquatic Center and the Fee's that coincide with these programs (Attachment "A"). I have also added documentation of what other Aquatic Center's/Swimming Pools are charging for the rental of the pool for an event or party (Attachment "B").

PROGRAMS OFFERED BY CITY OF MIAMI SPRINGS POOL

- Open Swim
- Lap Swimming
- Swim Lessons – 6 months to adult
- Private Swim Lessons
- Adult Swim Lessons
- High School Swim Team
- High School Water Polo
- Middle School Swim Team
- Miami Dade Aquatics Club Swim Team
- Water Polo Club Team
- Annual Memberships
- Aqua Zumba – Latin-inspired, easy to follow, calorie-burning, dance fitness
- Water Aerobics – Exercising for people who want to maintain their health and work on
their weight without stress on their joints
- Marino Adaptive Aquatics (Special Needs Swim Lessons) – program for mentally and
physically challenged adults/children
- Swim Competitions

Attachment "A"

Miami Springs Aquatic Center

1401 Westward Drive
Miami Springs, FL 33166
(305) 805-5078

PROGRAMS OFFERED BY MIAMI SPRINGS AQUATIC CENTER

High Schools Swim Teams: Seasonal (August – October) They practice 5 days a week

Miami Springs Senior High -- \$1500.00/season

Ronald Reagan/Doral Senior High -- \$1500.00/season

Christopher Columbus -- \$1500.00/season

Westland Senior High (I was approached by the Athletic Director that they might to use our facility for the 2011-2012 swim season)

** GMAC Swimming Competition (2 day Swim Competition) -- \$1500.00

Miami Dade County Aquatic Club

Swim Club that practices year round

Signed year contract as of May 10th, 2011 to pay \$1,000.00 per month

High Schools Water Polo Teams: Seasonal (February – April) They practice 5 days a week

Miami Springs Senior High -- \$1500.00/season

Hialeah High Senior High -- \$1500.00/season

Middle School Swim Teams:

Miami Springs Middle School -- \$200.00/season (As stated in Council Approved Fees)

-Miami Springs Middle School swim team usually practices 3 times a week.

Water Polo Club Team

Guards for Life, LLC -- \$240.00/month

Guards for Life, LLC are on a 6 month agreement from May 31st, 2011 – November 29th, 2011.

They use the pool on Tuesdays and Thursdays from 7:00-9:00p.m. and Saturdays from 11:00-1:00p.m.

After six months we will meet to discuss the opportunity for a year round agreement and to discuss new fees if needed.

American Red Cross Courses -- \$200.00/per course taught at our pool

Herman Gonzalez – Certified American Red Cross Instructor that uses our facility to run the courses mentioned below.

Lifeguard Certification and CPR certification

W.S.I. (Water Safety Instructor) certification

Water Aerobics -- \$40.00/ for 8 classes

Mondays, Wednesdays, Fridays @10:00a.m.-11:00a.m.

Notes:

- \$15,000/year for 3 years in a City to City Partnership with the City of Doral
- Special Needs Certification www.specialneedsaquatics.org



City of Miami Springs Interoffice Memo

DATE: August 4, 2011

TO: Mayor Xavier Garcia and Members of the City Council

FROM: James R. Borgmann, City Manager 

RE: Recommendation that the City Enter into an Agreement with Miami-Dade County to Access Federal Funds for Community Development Activities

The City and some of our seniors have been receiving conflicting information about our ability to qualify and apply for certain federal housing funds. As it turns out, that although the City itself may not qualify, some of our senior residents may under certain economic conditions. The resolution of this problem was my concern when I pulled this item from the July 28 agenda. We have since received information that verifies that our residents can apply for certain grants through the county.

As I have mentioned to Council on numerous occasions, the City has had issues in the past trying to qualify for certain grants, both at the state and federal level. We always seem to lie outside the parameters for size, age, economics/income and/or ethnicity to qualify for many grants.

This agreement will allow the City to avail itself of the Community Development Block Grant (CDBG) funds through the County as opposed to "going it alone" with the Feds. The attached agreement with the county and our own resolution will solidify a partnership that will also allow us to qualify for emergency shelter grants. This agreement will be in effect through FY 2014.

The County requires that our acceptance of participation in this program be in the form of a resolution. Jan is preparing that resolution and will have it for you at the meeting.

Agenda Item No.

City Council Meeting of:

AUG 8, 2011

Resolution Number # _____
Awarded Amount \$ _____

**URBAN QUALIFICATION COOPERATION AGREEMENT FOR THE MIAMI-DADE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT AND HOME INVESTMENT PARTNERSHIPS
PROGRAM FUNDS FOR FISCAL YEARS 2012 , 2013 AND 2014**

**BETWEEN
MIAMI-DADE COUNTY
AND
CITY OF MIAMI SPRINGS**

This Agreement (hereinafter referred to as "Agreement" or "Contract"), by and between Miami-Dade County, a political subdivision of the State of Florida through its Department of Housing and Community Development hereinafter referred to as "DHCD" and having its principal offices at 701 N.W. 1 Court, 14th Floor, Miami, Florida 33136, hereinafter referred to as "County", and **City of Miami Springs**, hereinafter referred to as "City" and having offices at 201 Westward Drive, Miami Springs, Florida 33166 and telephone number of 305-805-5006, collectively referred to as the "Parties", states, conditions and covenants for the participation of City in the Community Development Block Grant, Home Investment Partnerships and Emergency Shelter Grant programs, which are administered by the Department of Housing and Urban Development ("HUD"), as part of the County's jurisdiction.

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County; and

WHEREAS, the Community Development Block Grant ("CDBG") Program is authorized by the Housing and Community Development Act of 1974, as amended, with the primary objective of promoting and development of viable urban communities. Program regulations are at 24 CFR Part 570; and

WHEREAS, the Home Investment Partnerships program ("HOME") is authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended. Program regulations are at 24 CFR Part 92; and

WHEREAS, the Emergency Shelter Grant ("ESG") program is authorized by the McKinney-Vento Homeless Assistance Act, as amended. Program regulations are at 24 CFR Part 576.

WHEREAS, the CDBG, HOME and ESG programs shall collectively be referred to as the "Federal Funds"; and

WHEREAS, the City desires to participate in the CDBG, HOME and ESG programs as a participating municipality in the County's jurisdiction; and

WHEREAS, the County is desirous of the City participating in the CDBG, HOME and ESG programs as part of the County's Entitlement jurisdiction; and

WHEREAS, it is mutually beneficial to each of the Parties hereto for the County to administer and execute the provisions of this Agreement in accordance with the terms and conditions hereinafter provided and subject to local ordinances and state and federal law; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has indicated that the County and City may cooperate as an Urban County Joint Entitlement Recipient in administration of CDBG, HOME and ESG; and

WHEREAS, County and City are required to execute a cooperation agreement, or renew an existing cooperation agreement, for the City's participation in the County's jurisdiction for Federal Funds for each three-year qualification period ("Qualification Period"); and

WHEREAS, the governing bodies of the County and the City have authorized the execution of this Agreement by the Chief Executive Officer of the County and City, respectively, or where not approved prior to being signed by the Chief Executive Officer of the County and City, respectively, this Agreement shall be contingent upon ratification by the governing bodies of the County and the City, respectively, and evidence of such ratification shall be attached herewith; and

WHEREAS, this Agreement shall be accompanied by a legal opinion from the County's counsel that the terms and provisions of this Agreement are fully authorized under State and local law and that the Agreement provides full legal authority for the County; and

WHEREAS, the County intends to further include within the Urban County the City of Miami Springs,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The City, by executing this Agreement, agrees that:
 - a. City may receive an allocation under the CDBG and HOME Programs through the County's, Request for Application Process. The County does not receive a HOME formula allocation, City cannot form a HOME consortium with other local governments. (Note: this does not preclude the County or the City from applying for State HOME funds.); and
 - b. City may not apply for grants from appropriations under the State CDBG Program for the fiscal years City participates in the County's CDBG program; and
 - c. City may receive an allocation under the ESG program only through the County, However, City may apply to the State for ESG funds, if the State allows.
2. This Agreement shall cover the County Qualification Period for Fiscal Years 2012, 2013, and 2014 for which the County is to qualify to receive Federal Funds. This Agreement shall remain in effect until the Federal Funds and program income received (with respect to the three-year qualification period and any successive qualification periods pursuant to automatic renewal of this Agreement) are expended and the funded activities completed, and the County and the City cannot terminate or withdraw from this Agreement while the Agreement remains in effect.
3. This Agreement may be automatically renewed for successive three-year Qualification periods at the discretion of the County unless the County or the City provides written notice that it elects not to extend City's participation for the new Qualification Period. The City and County agree that a copy of such notice shall be timely sent to the HUD Field Office.
4. By the date specified in the HUD's Urban County Qualification Notice for each Qualification Period, the County will notify the City in writing of its right not to participate. A copy of the County's notification to City shall be sent to the HUD Field Office by the date specified in the Urban County Qualification schedule located in any applicable Urban County Qualification Notice for a Qualification Period.
5. The Parties agree that they will timely execute any amendments to the Agreement necessary to comply with the requirements for cooperation agreements set forth in the Urban County Qualification Notice, attached as referenced (Exhibit A), for any Qualification Period governed by this Agreement. The Parties further agree that any amendment so executed will be timely submitted to HUD as required by the Urban County Qualification CPD Notice 11-02 (04/28/11 - 04/28/2012). (See Attachment A, Section IV.E; Documents To Be Submitted To HUD). Failure to comply with the requirements of this section will void the automatic renewal for the applicable qualification period.

6. The County and City agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.
7. The County and City shall take all actions necessary to assure compliance with the County's certification required by Section 104(b) of Title I of the Housing and Urban Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws.
8. Under no circumstances shall the Federal Funds be used for activities in, or in support of, any participating municipality, including City, that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with the County's fair housing certification.
9. The City acknowledges that the County has final responsibility and authority for selecting activities to fund with the Federal Funds and submitting the Consolidated Plan to HUD. The City agrees that during the term of this Agreement, the City will fully support the implementation of the County's Consolidated Plan and any amendments.
10. The City affirms that it has adopted and is enforcing:
 - a. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b. A policy of enforcing applicable State and local Laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within the City.
11. Pursuant to 24 CFR 570.503, the City is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.
12. The County shall take the final responsibility and assume all the obligation of application for assistance under the provisions of the Housing and Community Development Act of 1974 and subsequent amendments, including the analysis of needs, the setting of objectives, the development of a HUD and Consolidated Plan, the HUD Consolidated Plan and Action Plans, and any other documents, assurances, or certificates as required by HUD, subject to change in legislation or regulations.
13. Funds for housing and community development activities shall be expended in a manner to reflect the needs of low to moderate-income groups pursuant to the Housing and Community Development Act 1974, as amended.
14. All records of the County or City related to this Agreement and any projects undertaken pursuant thereto shall, upon reasonable notice, be available for inspection by HUD, County and/or City auditors during the normal business hours.
15. This agreement shall be binding upon the Parties hereto and their successors and assigns.
16. The City and the County acknowledge that it may be necessary to dispose of real property that was originally acquired or improved in whole or in part using Federal Funds. The City agrees that it shall notify the County within thirty (30) days regarding any proposed modification or change in the use of real property from that planned at the time of acquisition or improvement, including disposition. The City acknowledges that federal regulations may require a public hearing or other process prior to modifying, changing the use or disposing of such real property.

17. **Indemnification.** The County shall not assume any liability for the acts, omissions to act or negligence of the City, its agents, servants or employees; nor shall the City exclude liability for its own acts, omissions to act, or negligence arising out of the City's performance pursuant to this Agreement. The City shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the City or its employees, agents, servants, partners principals or subcontractors. The City shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The City expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the City shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein is intended to serve as a waiver of sovereign immunity by the County or City nor shall anything herein be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement. The provisions of this section survive the termination or expiration of this Agreement. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

IN WITNESS THEREOF, the parties hereto have caused this thirty-eight (38) page contract to be executed by their undersigned officials as duly authorized, this _____ day of _____ 2011.

AWARDEE:
City of Miami Springs

MIAMI-DADE COUNTY

BY: _____

BY: _____

NAME: _____

NAME: Alina Tejeda Hudak

TITLE: Mayor

TITLE: County Manager

DATE: _____

APPROVED AS TO FORM:

BY: _____

ATTEST

NAME: _____

BY: _____

TITLE: County Attorney

DATE: _____

TITLE: Clerk, Board of County Commissioners

Passed, Adopted and approved this _____ day of _____ 2011

ATTEST

BY: _____
(Signature)

CITY OF MIAMI SPRINGS:

Mayor/City Manager

Type or Print Name
City Clerk

APPROVED AS TO FORM:

BY: _____
City Attorney

AGREEMENT IS NOT VALID UNTIL SIGNED AND DATED BY ALL PARTIES



U.S. Department of Housing and Urban Development
Community Planning and Development

Special Attention of:

All Regional Administrators
All CPD Division Directors
All CDBG Grantees

Notice: CPD-11-02

Issued: April 28, 2011
Expires: April 28, 2012

Supersedes: CPD Notice 10-02

SUBJECT: Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2012-2014

INTRODUCTION

This Notice establishes requirements, procedures and deadlines to be followed in the urban county qualification process for FYs 2012-2014. Information concerning specific considerations and responsibilities for urban counties is also provided. HUD Field Offices and urban counties are expected to adhere to the deadlines in this Notice.

This Notice provides guidance for counties wishing to qualify or requalify for entitlement status as urban counties, as well as for existing urban counties that wish to include previously nonparticipating communities. **Please send copies of this Notice to all presently qualified urban counties, to each county that can qualify for the first time or requalify for FYs 2012-2014, and to each state administering the State CDBG program which includes a potentially eligible urban county. If you are notified of one or more new potential urban counties, each should be provided a copy of this Notice.** This Notice includes six attachments which contain listings of: Attachment A, all currently qualified urban counties; Attachment B, counties that can potentially qualify for the first time or requalify this qualification period (2012-2014); Attachment C, counties scheduled to qualify or requalify in FY 2012 for FY 2013-2015; Attachment D, counties scheduled to qualify or requalify in FY 2013 for FY 2014-2016; Attachment E, currently qualified urban counties that can add nonparticipating units of government for the remaining one or two years of their qualification period; and Attachment F, list of counties that may qualify as urban counties if metropolitan cities relinquish their status. Additions to Attachment B may be provided separately.

The schedule for qualifying urban counties is coordinated with qualifying HOME consortia in order to be able to operate both the CDBG and HOME programs using the same urban county configurations. The CDBG urban county qualification process for the FY 2012-2014 qualification period will start April 22, 2011, and run through September 21, 2011. This will provide HUD sufficient time before the September 30 deadline for FY 2012 funding under the HOME Program to notify counties that they qualify as urban counties under the CDBG

Program. Urban county worksheets will be accessible via CPD's Grants Management Process (GMP) system. The CPD Systems Development and Evaluation Division will provide guidance on completing, submitting and verifying urban county qualification data in the GMP system.

New requirements were added in 2008 to the urban county qualification process concerning notification and submission of documents to HUD Headquarters. Jurisdictions that are qualifying as an urban county for the first time must submit all required documents outlined in Section IV to the Entitlement Communities Division in HUD Headquarters in addition to their local HUD offices (see Section IV for details). In addition, if new jurisdictions are seeking to qualify as urban counties because they contain metropolitan cities willing to relinquish their entitlement status, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the jurisdictions notify the Field Office of their intent to qualify as an urban county (see Section VIII for details).

Section IX was changed in 2008 to further clarify the actions required by HUD Field Office Counsel to complete Determinations of Essential Powers for new and requalifying urban counties.

Policy questions from Field Offices related to this Notice should be directed to the Entitlement Communities Division at (202) 708-1577. Data questions should be directed to the Systems Development and Evaluation Division at (202) 708-0790. Requests for deadline extensions should be directed to the Entitlement Communities Division. The TTY number for both divisions is (202) 708-2565. These are not toll-free numbers.

The information collection requirements contained in this notice have been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act of 1995 (44 U.S.C. 3501-3520) and assigned OMB control number 2506-0170, which expires 2/29/12. In accordance with the Paperwork Reduction Act, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

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COMMUNITY DEVELOPMENT BLOCK GRANT
URBAN COUNTY QUALIFICATION
Fiscal Years 2012-2014

In accordance with 24 CFR 570.307(a) of the Community Development Block Grant (CDBG) regulations, the information below explains HUD's process for qualifying and requalifying urban counties for purposes of the CDBG program.

I. GENERAL REQUIREMENTS

A. Threshold

In order to be entitled to receive CDBG funds as an urban county, a county must qualify as an urban county under one of the following thresholds:

1. Have a total combined population of 200,000 or more (excluding metropolitan cities) from the unincorporated areas and participating incorporated areas; or
2. Have a total combined population of at least 100,000 but less than 200,000 from the unincorporated areas and participating incorporated areas, provided that, in the aggregate, those areas include the majority of persons of low and moderate income that reside in the county (outside of any metropolitan cities). Under this provision the county itself must still have a potential combined population of 200,000 (excluding metropolitan cities); or
3. Meet specific requirements of Sec. 102(a)(6)(C) or (D) of Title I of the Housing and Community Development Act of 1974, as amended.

HUD must make a review to determine that an urban county possesses essential community development and housing assistance powers in any unincorporated areas that are not units of general local government (UGLGs). HUD must also review all of the UGLGs within the county to determine those, if any, in which the county lacks such powers. The county must enter into cooperation agreements with any such units of local government that are to become part of the urban county. Such agreements would bind an UGLG to cooperate in the use of its powers in carrying out essential activities in accordance with the urban county's program. See Section IX for additional information on Determinations of Essential Powers.

B. Consolidated Plan Requirements

In order to receive an Entitlement Grant in FY 2012, an urban county must have an approved Consolidated Plan (pursuant to 24 CFR 570.302 and Part 91). This includes urban counties newly qualifying during this qualification period; urban counties that continue to include the same communities previously included in the urban county; and those urban counties that are amending their urban county configurations to add communities that chose not to participate previously. Where an urban county enters into a joint agreement with a metropolitan city for CDBG purposes, a Consolidated Plan

is submitted by the urban county to cover both governmental entities.

Pursuant to 24 CFR Part 91, submission of a jurisdiction's Consolidated Plan may occur no earlier than November 15, and no later than August 16, of the Program Year for which CDBG, HOME, Emergency Shelter Grants (ESG) and Housing Opportunities for Persons With AIDS (HOPWA) funds are appropriated to cover the Federal fiscal period of October 1, 2011, through September 30, 2012. **An urban county's failure to submit its Consolidated Plan by August 16, 2011, will automatically result in a loss of CDBG funds for the 2012 program year (24 CFR 570.304(c)(1)).** The Consolidated Plan must meet all requirements of 24 CFR Part 91, including all required certifications.

C. Consolidated Plan Requirements Where the Urban County is in a HOME Consortium

Where UGLGs form a "consortium" to receive HOME funding, the consortium submits the Consolidated Plan for the entire geographic area encompassed by the consortium (24 CFR 91.400). Therefore, if an urban county is a member of a HOME consortium, the consortium submits the Consolidated Plan, and the urban county, like all other CDBG entitlement grantees in the consortium, is only required to submit its own non-housing Community Development plan (24 CFR 91.215(f)), an Action Plan (24 CFR 91.220) and the required Certifications (24 CFR 91.225(a) and (b); 91.425 (a) and (b)), as part of the consortium's Consolidated Plan. If an urban county has a CDBG joint agreement with a metropolitan city, they must form a HOME consortium to become one entity for HOME purposes (For additional information on the requirements for consortia agreements, see 24 CFR 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-08-01)).

D. Synchronization of Urban County and HOME Qualification Periods

The CDBG urban county's and HOME consortium's qualification periods are for three successive years. If a member urban county's CDBG three-year cycle is not the same as the HOME consortium's, the consortium may elect a qualification period shorter than three years to get in sync with the urban county's CDBG three-year qualification cycle, as permitted in 24 CFR 92.101(e).

II. QUALIFICATION SCHEDULE

The following schedule will govern the procedure for urban county qualification for the three-year qualification cycle of FYs 2012-2014. Unless noted otherwise, deadlines may only be extended by prior written authorization from Headquarters. Deadlines in paragraphs D, E, G, and I may be extended by the Field Office as specified below. However, no extension may be granted by the Field Office if it would have the effect of extending a subsequent deadline that the Field Office is not authorized to extend.

- A. By May 13, 2011, the HUD Field Office shall notify counties that may seek to qualify or requalify as an urban county of HUD's Determination of Essential Powers (see Section IX) as certified by the Field Office Counsel (see Attachment B, Counties Scheduled to Qualify or Requalify in 2011 for the 2012-2014 Qualification Period).

- B. By May 13, 2011, counties must notify split places of their options for exclusion from or participation in the urban county (see Attachment B and Section III, paragraph D, for an explanation of split places).
- C. By May 13, 2011, counties must notify each included unit of general local government, where the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality, of its right to elect to be excluded from the urban county, and the date by which it must make such election (see Attachment B and paragraph E, below). Included units of government must also be notified that they are not eligible to apply for grants under the State CDBG program while they are part of the urban county, and that, in becoming a part of the urban county, they automatically participate in the HOME and ESG programs if the urban county receives HOME and ESG funding, respectively. Urban counties do not receive a direct HOPWA formula allocation. Moreover, while they may only receive a formula allocation under the HOME and ESG Programs as part of the urban county, this does not preclude the urban county or a unit of government participating with the urban county from applying for HOME or ESG funds from the State, if the State allows.

A county that is already qualified as an urban county for FY 2012 (see Attachment E, Counties Qualified through 2012 or 2013 that Contain Nonparticipating Communities) may elect to notify nonparticipating units of government that they now have an opportunity to join the urban county for the remainder of the urban county's qualification period (see paragraph H, below).

- D. By May 13, 2011, any county which has executed cooperation agreements with no specified end date is required to notify affected participating units of government in writing that the agreement will automatically be renewed unless the unit of government notifies the county in writing by June 3, 2011, (see paragraph F, below) of its intent to terminate the agreement at the end of the current qualification period (see Attachment B). Any extension of this deadline must be authorized in writing by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by telephone.
- E. By June 3, 2011, any included unit of general local government, where the county does not need the consent of its governing body to undertake essential community development and housing assistance activities, that elects to be excluded from an urban county must notify the county and its HUD Field Office, in writing, that it elects to be excluded. Any extension of this deadline must be authorized in writing by the Field Office. An extension of more than seven days requires notification of the Entitlement Communities Division by telephone.
- F. By June 3, 2011, any unit of government that has entered into a cooperation agreement with no specified end date with the county and elects not to continue participating with the county during the FY 2012-2014 qualification period must notify the county and its HUD Field Office in writing that it is terminating the agreement at the end of the current period. The county may allow additional time provided any such extension does not

interfere with the county's ability to meet the deadline in paragraph J, below.

- G. By June 3, 2011, any unit of general local government that meets "metropolitan city" status for the first time and wishes to defer such status and remain part of the county, or to accept such status and become a joint recipient with the urban county, must notify the county and the HUD Field Office in writing that it elects to defer its metropolitan city status or to accept its status and join with the urban county in a joint agreement. Any metropolitan city that had deferred its status previously or had accepted its status and entered into a joint agreement with the urban county, and wishes to maintain the same relationship with the county for this next qualification period, must notify the county and the HUD Field Office in writing by this date. A potential metropolitan city that chooses to accept its entitlement status, but chooses not to enter into a joint agreement with the urban county, or a current metropolitan city that chooses not to maintain a joint agreement with the urban county, must also notify the urban county and the HUD Field Office by this date. Any extension of this deadline must be authorized in writing by the Field Office. An extension of more than seven days requires the Field Office to notify the Entitlement Communities Division by telephone.
- H. By June 3, 2011, any unit of general local government that is not currently participating in an urban county and chooses to participate for the remaining second or third year of the county's qualification period must notify the county and the HUD Field Office in writing that it elects to be included. The county may allow additional time provided any such extension does not interfere with the county's ability to meet the deadline in paragraph J, below.
- I. By July 1, 2011, HUD Field Offices must notify CPD's Systems Development and Evaluation Division via e-mail whether a potential new metropolitan city elects to defer or accept its status (as discussed in paragraph G, above).
- J. By July 15, 2011, any county seeking to qualify as an urban county (see Attachment B) or to include any previously nonparticipating units of general local government into its configuration (see Attachment E) must submit to the appropriate HUD Field Office all qualification documentation described in Section IV, Documents to be Submitted to HUD by County. Any extension of this deadline must be authorized in writing by the Field Office and should not interfere with the Field Office's ability to meet the deadline in paragraph K. The Entitlement Communities Division must be notified by telephone if an extension of more than seven days is needed.
- K. By July 29, 2011, Field Office Counsel should complete the reviews of all cooperation agreements and related authorizations and certify that each cooperation agreement meets the requirements of Section V, Cooperation Agreements. Any delay in completion of the review must not interfere with the Field Office's ability to meet the deadline in paragraph M. The Entitlement Communities Division should be notified by telephone of any delay in the Field Counsel's review. **Note: If a county is using a renewable agreement and has submitted a legal opinion that the terms and conditions of the agreement continue to be authorized (see Section IV, paragraph E), review of such opinion by Field Office Counsel is optional.**

- L. During mid to late June, Headquarters will post the urban county worksheets for each qualifying and requalifying urban county (listed on Attachment B) on the CPD Grants Management Process (GMP) system. **All information on included units of government must be completed via GMP.** Specific instructions for completing these electronic worksheets will be provided by the CPD Systems Development and Evaluation Division at the time they are posted on GMP.
- M. By August 12, 2011, Field Offices shall update and complete the form electronically for each qualifying or requalifying county. The revised worksheet must be sent to the appropriate county for verification of data (either via FAX, email, or regular mail). The Systems Development and Evaluation Division will have access to the completed worksheets in GMP. Field Offices shall also concurrently make available to the Systems Development and Evaluation Division (and each affected urban county) a memorandum that identifies any urban county already qualified for FY 2011 that is adding any new units of government, together with the names of the newly included units of government (see Attachment E). THIS DEADLINE MAY NOT BE EXTENDED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE ENTITLEMENT COMMUNITIES DIVISION.
- N. By September 9, 2011 (or soon thereafter), Headquarters will complete its review of the urban county status worksheets and memoranda for those urban counties adding new units of government. The Field Offices will have access to the updated worksheets and, where necessary, an indication of any apparent discrepancies, problems or questions – all noted in GMP. The Field Office is to verify the data (on the website at <http://hudatwork.hud.gov/po/d/field/participation/index.cfm>) and notify the Systems Development and Evaluation Division within seven days if any problems exist. If there are no problems, Field Offices will notify each county seeking to qualify as an urban county of its urban county status for FY 2012-2014 by September 21, 2011.

III. QUALIFICATION ACTIONS TO BE TAKEN BY COUNTY

The following actions are to be taken by the urban county:

A. Cooperation Agreements/Amendments

Urban counties that must enter into cooperation agreements or amendments, as appropriate, with the units of general local government located in whole or in part within the county, must submit to HUD executed cooperation agreements, together with evidence of authorization by the governing bodies of both parties (county and UGLG) executed by the proper officials in sufficient time to meet the deadline for submission indicated in the schedule (see Section V, Cooperation Agreements, paragraph A). Cooperation agreements must meet the standards in Section V of this Notice.

B. Notification of Opportunity to be Excluded

Units of general local government in which counties have authority to carry out essential community development and housing activities without the consent of

the local governing body are automatically included in the urban county unless they elect to be excluded at the time of qualification or requalification. Any county that has such units of general local government must notify each such unit that it may elect to be excluded from the urban county. The unit of government must be notified:

1. That if it chooses to remain with the urban county, it is ineligible to apply for grants under the State CDBG program while it is part of the urban county;
2. That if it chooses to remain with the urban county, it is also a participant in the HOME program if the urban county receives HOME funding and may only receive a formula allocation under the HOME Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for HOME funds, if the State allows; and
3. That if it chooses to remain with the urban county, it is also a participant in the ESG program if the urban county receives ESG funding and may only receive a formula allocation under the ESG Program as a part of the urban county, although this does not preclude the urban county or a unit of government within the urban county from applying to the State for ESG funds, if the State allows; and
4. That if it chooses to be excluded from the urban county, it must notify both the county and the HUD Field Office of its election to be excluded by the date specified in Section II, Qualification Schedule, paragraph E.

Such election to be excluded will be effective for the entire three-year period for which the urban county qualifies, unless the excluded unit specifically elects to be included in a subsequent year for the remainder of the urban county's three-year qualification period.

Where urban counties do not have the authority to carry out essential community development and housing activities without the consent of the unit(s) of general local government located therein, urban counties are

required to have executed cooperation agreements with these units of government.

C. Notification of Opportunity to be Included

If a currently qualified urban county has one or more nonparticipating units of general local government (see Attachment E), the county may notify, in writing, any such unit of local government during the second or third year of the qualification period that the local government has the opportunity to be included for the remaining period of urban county qualification. This written notification must include the deadline for such election, and must state that the unit of general local government must notify the county and the HUD Field Office, in writing, of

its official decision to be included. If cooperation agreements are necessary, the unit electing to be included in the county for the remainder of the qualification period must also execute, with the county, a cooperation agreement meeting the standards in Section V, Cooperation Agreements. The agreement must be received by the HUD Field Office by the date specified in Section II, Qualification Schedule, paragraph J.

D. Notification of Split Places

Counties seeking qualification as urban counties and having units of general local government with any population located only partly within the county must notify these units of their rights by the date provided in Section II, Qualification Schedule, paragraph B. Specifically, the county must provide the following notifications:

1. Where a split place is partly located within only one urban county, one of the following rules applies:
 - a. If it is a split place in which the county has essential powers, the entire area of the split place will be included in the urban county for the urban county qualification period unless the split place has opted out; or
 - b. If the split place can only be included in the county upon the execution of a cooperation agreement, the entire area of the split place will be included in the urban county for the urban county qualification period upon execution of such an agreement.
2. Where the split place is partially located within two or more urban counties, the split place may elect one of the following:
 - a. to be excluded from all urban counties;
 - b. to be entirely included in one urban county and excluded from all other such counties; or
 - c. to participate as a part of more than one of the urban counties in which it is partially located provided that a single portion of the split place cannot be included in more than one entitled urban county at a time, and all parts of the split place are included in one of the urban counties.

E. Notification of Opportunity to Terminate Agreement

Urban counties that have agreements that will be automatically renewed at the end of the current qualification period unless action is taken by the unit of government to terminate the agreement must, by the date provided in Section II, Qualification Schedule, paragraph D, notify such units that they can terminate the agreement and not participate during the 2012-2014 qualification period.

IV. DOCUMENTS TO BE SUBMITTED TO HUD

Any county seeking to qualify as an urban county for FY 2012-2014 or that wishes to exercise its option to include units of government that are not currently in the urban county's CDBG program must submit the following to the responsible HUD Field Office:

- A. A copy of the letter that notified applicable units of general local government (and a list of applicable units of government) of their right to decide to be excluded from the urban county along with a copy of letters submitted to the county from any such units of general local government requesting exclusion (see Section III, Qualification Actions to Be Taken by County, paragraph B). This does not apply to an already qualified urban county adding communities.
- B. A copy of the letter from any unit of general local government joining an already qualified county that officially notifies the county of its election to be included (see Section III, paragraph C).
- C. Where applicable, a copy of the letter from:
 - 1. Any city that may newly qualify as a metropolitan city but that seeks to defer that status, or
 - 2. Any city currently deferring metropolitan city status that seeks to continue to defer such status.

(See Section II, Qualification Schedule, paragraph G.)

- D. For a county that has cooperation agreements in effect that provide for automatic renewal, a copy of the letter sent by the county that notified affected units of government that the agreement will be renewed unless the county is notified by the unit of government to terminate the agreement, and a copy of any such letter from any unit(s) of government requesting termination (see Section III, paragraph E).
- E. Where applicable, copies of fully executed cooperation agreements or amended agreements between the county and its included units of general local government, including any cooperation agreements from applicable units of general local government covered under Section III, Qualification Actions to be Taken by County, paragraph C, and the opinions of county counsel and governing body authorizations required in Section V, Cooperation Agreements, paragraphs B and C.

For a county that has cooperation agreements in effect that provide for automatic renewal of the urban county qualification period as provided under Section V, Cooperation Agreements, paragraph E, at the time of such automatic renewal, the documents to be submitted are: (1) a legal opinion from the county's counsel that the terms and provisions continue to be authorized under state and local law and

that the agreement continues to provide full legal authority for the county; (2) copies of any executed amendments to automatically renewed cooperation agreements (if any); and, (3) if locally required, governing body authorizations.

- F. Any joint request(s) for inclusion of a metropolitan city as a part of the urban county as permitted by Section VIII, paragraph A, Metropolitan City/Urban County Joint Recipients, along with a copy of the required cooperation agreement(s). If either the urban county or the metropolitan city fall under the "exception criteria" at 24 CFR 570.208(a)(1)(ii) for activities that benefit low- and moderate-income residents of an area, the urban county must notify, in writing, the metropolitan city of the potential effects of such joint agreements on such activities. See Section VIII, paragraph A, for further clarification.

All jurisdictions seeking to qualify as an urban county for the first time must ensure that all documents outlined in this Section that are submitted to the HUD Field Office are also submitted to the Entitlement Communities Division in HUD Headquarters for review. The original documents should be submitted to the HUD Field Office and the copies to HUD Headquarters.

V. COOPERATION AGREEMENTS

All cooperation agreements must meet the following standards in order to be found acceptable:

- A. The governing body of the county and the governing body of the cooperating unit of general local government shall authorize the agreement and the chief executive officer of each unit of general local government shall execute the agreement.
- B. The agreement must contain, or be accompanied by, a legal opinion from the county's counsel that the terms and provisions of the agreement are fully authorized under State and local law and that the agreement provides full legal authority for the county. Where the county does not have such authority, the legal opinion must state that the participating jurisdiction has the authority to undertake, or assist in undertaking, essential community renewal and lower income housing assistance activities. A mere certification by the county's counsel that the agreement is approved as to form is insufficient and unacceptable.
- C. The agreement must state that the agreement covers the CDBG Entitlement program and, where applicable, the HOME Investment Partnership (HOME) and Emergency Shelter Grants (ESG) Programs (i.e., where the urban county receives funding under the ESG program, or receives funding under the HOME program as an urban county or as a member of a HOME consortium).
- D. The agreement must state that, by executing the CDBG cooperation agreement, the included unit of general local government understands that it:
 - 1. May not apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which it participates in the urban county's

CDBG program; and

2. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for HOME funds, if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.); and
 3. May receive a formula allocation under the ESG Program only through the urban county. (Note: This does not preclude the urban county or a unit of government participating with the urban county from applying to the State for ESG funds, if the state allows. An existing renewable agreement need not be amended to add this Note. It is included here only for purposes of clarification.)
- E. The agreement must specify the three years covered by the urban county qualification period (e.g., Federal FYs 2012-2014), for which the urban county is to qualify to receive CDBG entitlement funding or, where applicable, specify the remaining one or two years of an existing urban county's qualification period. At the option of the county, the agreement may provide that it will automatically be renewed for participation in successive three-year qualification periods, unless the county or the participating unit of general local government provides written notice it elects not to participate in a new qualification period. A copy of that notice must be sent to the HUD Field Office.

Where such agreements are used, the agreement must state that, by the date specified in HUD's urban county qualification notice for the next qualification period, the urban county will notify the participating unit of general local government in writing of its right not to participate. A copy of the county's notification to the jurisdiction must be sent to the HUD Field Office by the date specified in the urban county qualification schedule in Section II.

Cooperation agreements with automatic renewal provisions must include a stipulation that requires each party to adopt any amendment to the agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit such amendment to HUD as provided in the urban county qualification notice (see Section IV, Documents to be Submitted to HUD, paragraph E), and that such failure to comply will void the automatic renewal for such qualification period.

- F. The agreement must provide that it remains in effect until the CDBG (and, where applicable, HOME and ESG) funds and program income received (with respect to activities carried out during the three-year qualification period, and any successive qualification periods under agreements that provide for automatic renewals) are

expended and the funded activities completed, and that the county and participating unit of general local government cannot terminate or withdraw from the cooperation agreement while it remains in effect.

- G. The agreement must expressly state that the county and the cooperating unit of general local government agree to "cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." If the county does not have such powers, the agreement must expressly state that the cooperating unit of general local government agrees to "undertake, or assist in undertaking, community renewal and lower-income housing assistance activities." As an alternative to this wording, the cooperation agreement may reference State legislation authorizing such activities, but only with the approval of the specific alternative wording by HUD Field Counsel.
- H. The agreement must contain a provision obligating the county and the cooperating unit of general local government to take all actions necessary to assure compliance with the urban county's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws. The agreements shall also contain a provision prohibiting urban county funding for activities in, or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the county's actions to comply with the county's fair housing certification. This provision is required because noncompliance by a unit of general local government included in an urban county may constitute noncompliance by the grantee (i.e., the county) that can, in turn, provide cause for funding sanctions or other remedial actions by the Department.
- I. The agreement must expressly state "that the cooperating unit of general local government has adopted and is enforcing:
1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions."
- J. The agreement may not contain a provision for veto or other restriction that would allow any party to the agreement to obstruct the implementation of the approved Consolidated Plan during the period covered by the agreement. The county has final responsibility for selecting CDBG (and, where applicable, HOME and ESG) activities and submitting the Consolidated Plan to HUD, although if the county is a member of a HOME consortium, the consortium submits the Plan developed by the county (see Section I, General Requirements, paragraph C).

- K. The agreement must contain language specifying that, pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503 (see Section VIII, Special Considerations, paragraph B).
- L. A county may also include in the cooperation agreement any provisions authorized by State and local laws that legally obligate the cooperating units to undertake the necessary actions, as determined by the county, to carry out a community development program and the approved Consolidated Plan and/or meet other requirements of the CDBG (and, where applicable, HOME and ESG) program and other applicable laws.

VI. PERIOD OF QUALIFICATION

A. General

Any county that qualifies as an urban county will be entitled to receive funds as an urban county for three consecutive fiscal years regardless of changes in its population or boundary or population changes in any communities contained within the urban county during that period, provided funds are appropriated by Congress. However, during the period of qualification, no included unit of general local government may withdraw from the urban county unless the urban county does not receive a grant for any year during such period.

The urban county's grant amount is calculated annually and will reflect the addition of any new units of general local government during the second and third years of the period of qualification.

Any unincorporated portion of the county that incorporates during the urban county qualification period will remain part of the urban county through the end of the three-year period.

Any unit of general local government that is part of an urban county will continue to be included in the urban county for that county's qualification period, even if it meets the criteria to be considered a "metropolitan city" during that period. Such an included unit of general local government cannot become eligible for a separate entitlement grant as a metropolitan city while participating as a part of an urban county (see Section VIII, paragraph E).

B. Retaining Urban County Classification

Any county classified as an urban county in FY 1999 may, at the option of the county, remain classified as an urban county.

Any county that has been classified as an urban county after FY 1999 and is so classified for at least two years will retain its classification as an urban county, unless the urban county qualified under section 102(a)(6)(A) of Title I of the

Housing and Community Development Act of 1974, as amended, and fails to requalify under that section due to the election of a currently participating non-entitlement community to opt out or not to renew a cooperation agreement (for reasons other than becoming an eligible metropolitan city).

VII. URBAN COUNTY PROGRAM RESPONSIBILITIES

The county, as the CDBG grant recipient, either for the urban county or a joint recipient (see Section VIII, paragraph A, Metropolitan City/Urban County Joint Recipients) has full responsibility for the execution of the community development program, for following its Consolidated Plan, and for meeting the requirements of other applicable laws (e.g., National Environmental Policy Act, Uniform Relocation Act, Fair Housing Act, Title VI of the Civil Rights Act of 1964, Sec. 504 of the Rehabilitation Act of 1973, Sec. 109 of Title I of the Housing and Community Development Act of 1974, the Americans with Disabilities Act of 1990, and for affirmatively furthering fair housing). The county's responsibility must include these functions even where, as a matter of administrative convenience or State law, the county permits the participating units of general local government to carry out essential community development and housing assistance activities. The county will be held accountable for the accomplishment of the community development program, for following its Consolidated Plan, and for ensuring that actions necessary for such accomplishment are taken by cooperating units of general local government.

VIII. SPECIAL CONSIDERATIONS

A. Metropolitan City/Urban County Joint Recipients

Any urban county and any metropolitan city located in whole or in part within that county can ask HUD to approve the inclusion of the metropolitan city as a part of the urban county for purposes of planning and implementing a joint community development and housing assistance program. HUD will consider approving a joint request only if it is signed by the chief executive officers of both entities and is submitted at the time the county is seeking its qualification as an urban county. A joint request will be deemed approved unless HUD notifies the city and the county otherwise within 30 days following submission of the joint request and an executed cooperation agreement meeting the requirements specified under Section V, Cooperation Agreements. An urban county may be joined by more than one metropolitan city, but a metropolitan city located in more than one urban county may be a joint recipient with only one urban county at a time.

Upon urban county qualification and HUD approval of the joint request and cooperation agreement, the metropolitan city becomes a part of the urban county for purposes of program planning and implementation for the entire period of the urban county qualification, and for the CDBG program, will be treated by HUD as any other unit of general local government that is a part of the urban county. When a metropolitan city joins an urban county in this manner, the grant amount is the sum of the amounts authorized for the individual metropolitan city and urban county. The urban county becomes the grant recipient.

A metropolitan city in a joint agreement with the urban county is treated the same as any other unit of general local government that is part of the urban county for purposes of the CDBG program, but not for the HOME or ESG programs. If the metropolitan city does not qualify to receive a separate allocation of HOME funds, to be considered for HOME funding as part of the urban county, it must form a HOME consortium with the urban county. If the metropolitan city qualifies to receive a separate allocation of HOME funds, it has three options: (1) it may form a HOME consortium with the county, in which case it will be included as part of the county when the HOME funds for the county are calculated; (2) it may elect to continue to receive its separate HOME allocation but subgrant it to the county to administer; or (3) the metropolitan city may administer its HOME program on its own. NOTE: The execution of a joint agreement between an urban county and metropolitan city does not in itself satisfy HOME requirements for a written consortia agreement. For additional information on the requirements for consortia agreements, see 24 CFR 92.101 and the Notice of Procedures for Designation of Consortia as a Participating Jurisdiction for the HOME Program (CPD-08-01). The ESG program does not provide for either joint agreements or consortium agreements among grantees. (No CDBG joint agreement cities currently qualify for a formula ESG allocation.)

Counties and metropolitan cities considering a joint request should be aware that significant effects could occur where either the urban county or the metropolitan city would otherwise fall under the "exception rule" criteria for activities that benefit low-and moderate-income residents on an area basis (see 24 CFR 570.208(a)(1)(ii)). Joint agreements result in a modification to an urban county's configuration, and a change in the mix of census block groups in an urban county is likely to change the relative ranking of specific block groups by quartile, thus affecting the minimum concentration of low- and moderate-income persons under the "exception rule." HUD will make a rank-ordering computer run available to counties and metropolitan cities considering joint participation to assist them in determining the possible effects of inclusion and how such an agreement may impact their respective programs.

B. Subrecipient Agreements

The execution of cooperation agreements meeting the requirements of Section V, Cooperation Agreements, between an urban county and its participating units of local government does not in itself satisfy the requirement for a written subrecipient agreement required by the regulations at 24 CFR 570.503. Where a participating unit of general local government carries out an eligible activity funded by the urban county, the urban county is responsible, prior to disbursing any CDBG funds for any such activity or project, for executing a written subrecipient agreement with the unit of government containing the minimum requirements found at 24 CFR 570.503. The subrecipient agreement must remain in effect during any period that the unit of local government has control over CDBG funds, including program income.

C. Ineligibility for State CDBG Program

An urban county's included units of general local government are ineligible to apply for grants from appropriations under the State CDBG Program for fiscal years during the period in which they are participating in the Entitlement CDBG program with the urban county.

D. Eligibility for a HOME Consortium

When included units of local government become part of an urban county for the CDBG Program, they are part of the urban county for the HOME Program and may receive a formula allocation under the HOME Program only as part of the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. However, this does not preclude the urban county or a unit of government within an urban county from applying to the State for HOME funds, if the State allows.

E. Counties with Potential Metropolitan Cities

If a county includes one or more communities that believe their population meets the statutory threshold to enable them to receive CDBG entitlement funds as a metropolitan city directly, but the city and county have not yet received notification from HUD regarding metropolitan city eligibility, HUD has identified two options a county may use to address such situations:

1. The county and community can negotiate a schedule that will provide the community additional time to receive notification from HUD of its eligibility as a potential new metropolitan city and, if the community does not reach metropolitan city status (or becomes eligible and elects to defer its status), execute a cooperation agreement and still meet the deadlines identified in this Notice; or
2. If a county believes delaying the execution of a cooperation agreement until HUD provides such notification will prohibit it from meeting the submission deadlines in this Notice, the county may want to include a clause in the agreement that provides that the agreement will be voided if the community is advised by HUD, prior to the completion of the requalification process for FY 2011-2013, that it is eligible to become a metropolitan city and the community elects to take its entitlement status. If such a clause is used, it must state that if the agreement is not voided on the basis of the community's eligibility as a metropolitan city prior to July 8, 2011 (or a later date if approved in writing by HUD), the community must remain a part of the county for the entire three-year period of the county's qualification.

Option 1 is preferred. Option 2 is available if a county wishes to use it, although there is concern that a community may believe that the use of a clause that may void the agreement will enable it to "opt out" later in the three-year period of qualification if it reaches the population during that time to be a metropolitan city. Therefore, any such clause must be clear that it applies only for a limited period of time.

There are jurisdictions that may potentially qualify as urban counties for the first time because they contain one or more metropolitan cities that may consider relinquishing their status as entitlement grantees. If a county has a metropolitan city or cities that are willing to relinquish its/their status as entitlement grantee(s) and the county wants to begin the process of qualifying as an urban county, the Entitlement Communities Division in HUD Headquarters should be notified as soon as possible, but no later than two weeks after the county notifies the Field Office of its intent to qualify as an urban county. A list of these counties is provided as Attachment F.

IX. DETERMINATIONS OF ESSENTIAL POWERS

- A. For new urban counties, HUD Field Office Counsel must initially determine whether each county within its jurisdiction that is eligible to qualify as an urban county has powers to carry out essential community renewal and lower-income housing assistance activities. For requalifying urban counties, the Field Office Counsel may rely on its previous determination(s) unless there is evidence to the contrary. In assessing such evidence, Field Office counsel may consider information provided by the county and its included units of general local government as well as other relevant information obtained from independent sources.

In making the required determinations, Field Office Counsel must consider both the county's authority and, where applicable, the authority of its designated agency or agencies. Field Office Counsel shall make such determinations as identified below and concur in notifications to the county(ies) about these issues.

- B. For new and requalifying counties, the notification by the Field Office required under Section II, paragraph A, must include the following determinations:
1. Whether the county is authorized to undertake essential community development and housing assistance activities in its unincorporated areas, if any, which are not units of general local government. For these purposes, the term "essential community development and housing assistance activities" means community renewal and lower-income housing assistance activities. Activities that may be accepted as essential community development and housing assistance activities might include, but are not limited to: (1) acquisition of property for disposition for private reuse, especially for low- and moderate-income housing; (2) direct rehabilitation of or financial assistance to housing; (3) low rent housing activities; (4) disposition of land to private developers for appropriate redevelopment; and (5) condemnation of property for low-income housing. [Note: The phrase "specifically urban renewal and publicly assisted housing", although in 24 CFR 570.307(c), is not included in this Notice because it does not appear in the text of the Housing and Community Development Act of 1974, as amended (the Act). Although not in the Act, the House Committee Report accompanying the CDBG legislation made specific reference to the term "renewal" and indicates that Congress intended eligible urban counties to be able to carry out all aspects of the urban renewal program (which was subsequently consolidated by the CDBG program)];

2. In which of the county's units of general local government the county is authorized to undertake essential community development and housing assistance activities without the consent of the governing body of the locality. The population of these units of local government will be counted towards qualification of the urban county unless they specifically elect to be excluded from the county for purposes of the CDBG program and so notify both the county and HUD in writing by May 31, 2011 (see Section II, paragraph E); and,
3. In which of the county's units of general local government the county is either (a) not authorized to undertake essential community development and housing assistance activities or (b) may do so only with the consent of the governing body of the locality. The population of these units of local government will only be counted if they have signed cooperation agreements with the county that meet the standards set forth in Section V of this Notice.

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From: Karen Rosson
Sent: Thursday, July 21, 2011 3:43 PM
To: Carol Foster
Subject: SHARP

Hello Carol,

This morning, City Hall forwarded a call from a resident who was seeking information on any possible home repair programs that might help her elderly parents with their leaking roof. Ms. [REDACTED] stated that she contacted M-D County's 3-1-1 and explained that her parents are poor, that they are emptying numerous pails during each rainfall because water pours into their house, and that she is unable to help them financially. The 3-1-1 operator directed her to the SHARP program for assistance. The SHARP representative at 786-469-4730 stated that SHARP funding was only for residents of unincorporated Dade County and that residents of Miami Springs couldn't qualify or apply.

Ms. [REDACTED] is very concerned about her parents' substandard living conditions and frustrated at not being able to personally help them or find help for them. In your E-mail of June 29th, you indicated that senior citizens of low income in Miami Springs may apply to the Miami-Dade County CAA for the SHARP program. Could you offer an explanation for this conflicting information?

Thank you for your assistance in this matter,
Karen

James R. Borgmann

Subject: FW: SHARP

From: Carol Foster
Sent: Thursday, July 21, 2011 4:33 PM
To: glasgow@miamidade.gov; JBS@miamidade.gov; cdbrown@miamidade.gov; caa@miamidade.gov
Cc: James R. Borgmann
Subject: FW: SHARP

Dear Mr. Glasgow, Ms. Crawford, Ms. Edwards, Mr. Brown and Ms. James-Saunders: I am forwarding to you a query from our Director of Elderly Services regarding the attempt by one of our low-income seniors to apply for SHARP assistance from the CAA. Her experience was very much not in alignment with the communication we received from Mr. Glasgow (below) on June 29th.

I believe that it was on the basis of this assurance that Miami Springs opted to participate in the "Urban County Qualification for Participation in the CDBG Program for FY 2012-14", and a pending resolution regarding this is slated to be on the agenda of our next City Council meeting.

Please look into this, and advise as soon as possible? We'd all like to help our low income elderly residents keep a roof over their heads! Thank you for your assistance.

Carol A. Foster

Grants/Public Information Specialist
City of Miami Springs
15 North Royal Poinciana Boulevard
Miami Springs, FL 33166
fosterc@miamisprings-fl.gov
Ph: 305.805.5170 ext. 4223
Fax: 305.805.5177
www.miamisprings-fl.gov

From: Glasgow, Rickert (HCD) (786) 469-2130
Sent: Wednesday, June 29, 2011 4:00 PM
To: 'fosterc@miamisprings-fl.gov'
Cc: Crawford, Rowena (HCD) (786) 469-2237; Edwards, Julie (CAA); James-Saunders, Marjorie (HCD) (786) 469-2134
Subject: FW: Urban Qualification

Good Afternoon Ms. Foster:

Pursuant to our telephone conversation today, the attachments to this e-mail are profiles for eligible low – moderate income persons/families. Please note that based on 2000 Census Data, Miami Springs does not have any eligible block groups under the attached profiles. Consequently, the City does not qualify to have any eligible block groups which qualify for award of Community Development Block Grant (CDBG) funds. Please be advised that the Miami-Dade County Department of Planning and Zoning is currently compiling recently released US HUD 2010 data for developing profiles of the municipalities within the Miami-Dade County entitlement jurisdiction.

You have indicated that there are low- income elderly residents within the City of Miami Springs who are in need of rehabilitation of their homes. These individuals do qualify to participate in Miami-Dade County's SHARP program if they are at 80 percent or less of Miami-Dade County's Area Medium Income (AMI).

Thank you.