

TOWN OF COTTAGE CITY
RESOLUTION 2023-13

A RESOLUTION OF THE COTTAGE CITY COMMISSION AUTHORIZING AN AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM AGREEMENT WITH REDSPEED MARYLAND, LLC (“REDSPEED”) AND TERMINATING A PROCESSING FACILITY AGREEMENT WITH HOWARD COUNTY AND AN AUTOMATED RED-LIGHT ENFORCEMENT VENDOR CONTRACT WITH AMERICAN TRAFFIC SOLUTIONS, INC. DOING BUSINESS AS VERRA MOBILITY

Introduced by: Commissioner-Chair Wheatley

WHEREAS, on September 8, 2021, the Cottage City Commission enacted Ordinance 2021-03 amending Chapter 9 (Traffic and Vehicles) of the Town Code thereby authorizing the use of speed monitoring systems in school zones or residential districts, and further ratified and authorized the continued implementation of a red-light photo enforcement program within the Town’s corporate limits, and the Town subsequently entered into a speed camera contract with RedSpeed; and

WHEREAS, the Ordinance 2021-03 provision now codified as § 9-16 of the Town Code ratified a civil penalty in the amount of \$75 per violation for traffic control signal monitoring system or red-light camera violations, and further establishes certain administrative, late, registration flagging and debt collection fees; and

WHEREAS, pursuant to Section 9-14(b) of the Town Code, the Cottage City Commission may enter into appropriate agreements with duly qualified vendors for the furnishing of labor, equipment and maintenance related to the installation and operation of a red-light camera enforcement program, and the Town Manager is authorized to negotiate with such duly qualified vendors; provided, however, that no agreement for such labor, equipment or maintenance shall be effective until first having been duly approved by the Cottage City Commission; and

WHEREAS, Howard County operates a red-light enforcement processing facility known as the Regional Automated Enforcement Center (“RAEC”) in Columbia, MD, that coordinates and administers vendors and other services, including a vendor utilized by Cottage City for its red-light enforcement program; and

WHEREAS, American Traffic Solutions, Inc., a vendor doing business as Verra Mobility entered into an agreement with Howard County, Maryland on January 5, 2016 (Agreement No. PA-52-2016 sometimes known as the “Howard County Agreement”) whereby Section 3.2 of the Howard County Agreement allows for seven (7) one-year renewal options, and on May 27, 2016, the Town entered into an MOU with Howard County to participate in the RAEC and utilize or piggy-back off its vendor contract and has continued to renew said contract since that time; and

WHEREAS, the Town of Cottage City and Verra Mobility entered into an agreement, subject to the terms and conditions of the Howard County Agreement, effective January 5, 2016, which was amended several times and is currently in its 7th amendment extending the one-year term beginning January 1, 2023, and ending December 31, 2023; and

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WHEREAS, under the Howard County MOU and the agreement with Verra Mobility, the Town is invoiced approximately \$343.14 per month as part of the equitable distribution matrix used to defray the costs for operating the RAEC serving ten (10) jurisdictions found in Attachment A of the Howard County MOU; and

WHEREAS, pursuant to the Howard County MOU and the agreement with Verra Mobility, the contracts may be terminated for convenience with 30 days written notice; however, the contractor shall, for a period of ninety (90) days, continue to process all images taken by the Town before termination and provide all services associated with processing in accordance with the agreement in order to clear any violations still outstanding, and contractor shall remove any and all equipment or other materials contractor installed including but not limited to housings, poles and camera systems.

NOW, THEREFORE, BE IT RESOLVED that the Cottage City Commission hereby authorizes and approves the Automated Traffic Law Enforcement System Agreement between RedSpeed Maryland, LLC, and the Town of Cottage City, attached hereto as Exhibit A and incorporated by reference herein.


AND BE IT FURTHER RESOLVED that the Town Manager shall take the necessary actions to provide notice and formally terminate the Howard County MOU and the vendor agreement with Verra Mobility so that a cost-effective and efficient transition may occur.

AND BE IT FURTHER RESOLVED that the Commissioner-Chairman or her designee shall be authorized to sign this Resolution, and any contracts, forms, or related documents to effectuate this transaction on behalf of the Commission and that this Resolution shall take effect immediately.

INTRODUCED AND PASSED by the Cottage City Commission at a Meeting on September 13, 2023.

ATTEST:

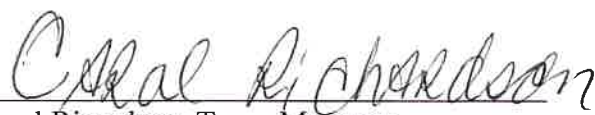
TOWN OF COTTAGE CITY, MARYLAND


Carol Richardson, Town Manager

By: 
Wanda Wheatley, Commissioner-Chair

CERTIFICATION

I, HEREBY CERTIFY, as the duly appointed Town Manager of the Town of Cottage City, Maryland, that on the 13th day of September 2023 with 4 Aye votes and 0 Nay votes, the aforesaid Resolution 2023-13 passed.


Carol Ricardson, Town Manager