

Michael Decker

From: Rob.Dubow
Sent: Friday, May 22, 2020 5:35 PM
To: Michael Decker
Cc: Matthew Stitt; Matthew Stitt; Stephanie Tipton; Sabrina Maynard
Subject: FW: Speed Camera Program
Attachments: 200218.Exec Agrmt (City) (K-20-0001)_.pdf

Attached is the MOU with PPA covering the speed camera program. Thanks.

**AUTOMATED SPEED CAMERA ENFORCEMENT SYSTEM
JOINT IMPLEMENTATION AGREEMENT**

This **JOINT IMPLEMENTATION AGREEMENT** (“Agreement”) made this 18th day of FEBRUARY 2020, between the CITY OF PHILADELPHIA by and through its Director of Finance (hereinafter “Finance” or “City”) and THE PHILADELPHIA PARKING AUTHORITY (hereinafter the “Authority”).

WHEREAS, the Commonwealth of Pennsylvania enacted Act No. 2018-86 (“Act 86”) on October 19, 2018, creating Section 3370 of the Motor Vehicle Code, authorizing the City to implement an automated speed enforcement system to detect speed violations on Roosevelt Boulevard within the City of Philadelphia;

WHEREAS, the Mayor of the City of Philadelphia signed Philadelphia City Council Bill No. 190184 on June 19, 2019, creating an Ordinance being Philadelphia Code, Chapter 12-3400, (“Bill No. 184”) providing for the implementation and operation of an automated speed enforcement system (the “Speed Camera Program”) in the City of Philadelphia pursuant to the terms of Act 86 and Bill No.184;

WHEREAS, pursuant to Act 86, the Authority is designated the “System Administrator” of the City’s automated speed enforcement system and is tasked with supervising and coordinating the administration of violation notices issued thereunder; and

WHEREAS, Section 4 of Bill No. 184 requires that City and the Authority (as the designated “System Administrator”) enter into this Agreement to arrange for reimbursement of the City’s direct costs associated with its necessary participation in the operation of the Speed Camera Program.

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, and intending to be legally bound hereby, the parties agree as follows:

SECTION A. COSTS OF OPERATION

1. The City and the Authority agree that the Authority will reimburse the City for all reasonable costs associated with the City’s participation in the development or operation of the Speed Camera Program. The City and the Authority agree that the City’s reimbursable costs shall be payable only from the revenue generated by the Speed Camera Program, calculated prior to any distribution of such revenue to the Commonwealth or any other third party. Such costs shall include, but are not limited to:
 - a) Those of Hearing Officers designated by the Finance Department pursuant to Act 86 and Bill No.184, along with any associated costs incurred by the City;

- b) The costs incurred to conduct feasibility studies and any other costs associated with the installation, operation, and maintenance of each speed camera system(s) and/or signage, including consultant and start-up costs;
 - c) Those related to the participation of the Police Department in the initial issuance of violation notices and adjudicatory functions, as provided by Act 86 and Bill No.184;
 - d) All costs associated with the development of an Operating Plan jointly created by the City and the Authority.
2. Beginning One Hundred Fifty (150) days after implementation of the Speed Camera Program, the City shall submit a quarterly itemized invoice of all reimbursable costs in a format agreeable to the Authority, and such costs shall be due and payable by the Authority to the City of Philadelphia and submitted to the City's Director of Finance no later than thirty (30) days upon receipt of the City's invoice. In the event that the Speed Camera Program has not produced revenue during any relevant invoiced period sufficient to reimburse the costs of both the Authority and the City, then the Authority and the City shall equally divide the available revenue and carry over any un-reimbursed portion of such costs to the next billing period until fully reimbursed.
 3. The parties to this Agreement understand that the Authority is required by Act 86 to file an annual report with the Chair and Minority Chair of both the Pennsylvania House and Senate Transportation Committees, detailing certain financial matters concerning the Speed Camera Program ("Annual Report"). The City agrees to cooperate with the Authority in preparing the Annual Report.
 4. The Authority agrees that it shall perform all tasks required of the "System Administrator" of the speed enforcement system under 75 Pa. CS § 3370, and the City's Speed Camera Program under Chapter 12-3400 of the Philadelphia Code which is attached hereto and made a part of this Agreement.

SECTION B. MISCELLANEOUS PROVISIONS

1. The parties each enter into this Agreement without payment to either of any consideration by any other party or the Commonwealth of Pennsylvania, except for reimbursement of direct costs as set forth above.
2. This Agreement shall commence upon execution of this Agreement by each party and shall continue, for the duration of the enabling legislation and any extension of such duration by the Commonwealth as provided in Section 5 of Bill No. 184, except as provided in Section B. 3 below.

3. Either party may terminate this Agreement at any time by giving written notice to the other party sixty (60) days prior thereto.

4. All notices and reports arising out of, or from, the provisions of this Agreement shall be in writing and given to the party(ies) at the address provided under this Agreement, either by regular mail, facsimile, e-mail, or delivery in person.

Rob Dubow,
Director, Department of Finance
1401 John F. Kennedy Blvd.
Room 1330
Philadelphia, PA 19102
r.dubow@phila.gov

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, and intending to be legally bound to the above provisions of this Automated Speed Camera Joint Implementation Agreement on the date first written above pursuant to the Uniform Written Obligations Act, 33 P.S. §6, the parties have set their hands and seals on the date first above written

Approved as to Form:

City of Philadelphia

By: Michelle Suckas
Deputy City Solicitor

By: Rob Dubow
Rob Dubow
Director of Finance

Witness:

Witness:

Scott A. Petri

The Philadelphia Parking Authority

By: Scott A. Petri
Scott A. Petri
Executive Director