

A



City of Columbus

Legislation Report

Office of City Clerk
90 West Broad Street
Columbus - OH 43215-9015
columbuscitycouncil.org

File Number: 1015-2005

30-DAY

File ID: 1015-2005

Type: Ordinance

Status: Passed

Version: 2

***Committee:** Safety Committee

File Name: Photo Traffic Enforcement Systems for the Division of Police

File Created: 05/25/2005

Final Action: 10/20/2005

Auditor Cert #:

Auditor: When assigned an Auditor Certificate Number I , the City Auditor, hereby certify that there is in the treasury, or anticipate to come into the treasury, and not appropriated for any other purpose, the amount of money specified hereon, to pay the within Ordinance.

Contact Name/No.: Lt. Jeffrey Blackwell 54843

Floor Action (Clerk's Office Only)

Mayor's Action

Council Action

Mayor

Date

Date Passed/ Adopted

President of Council

Veto

Date

City Clerk

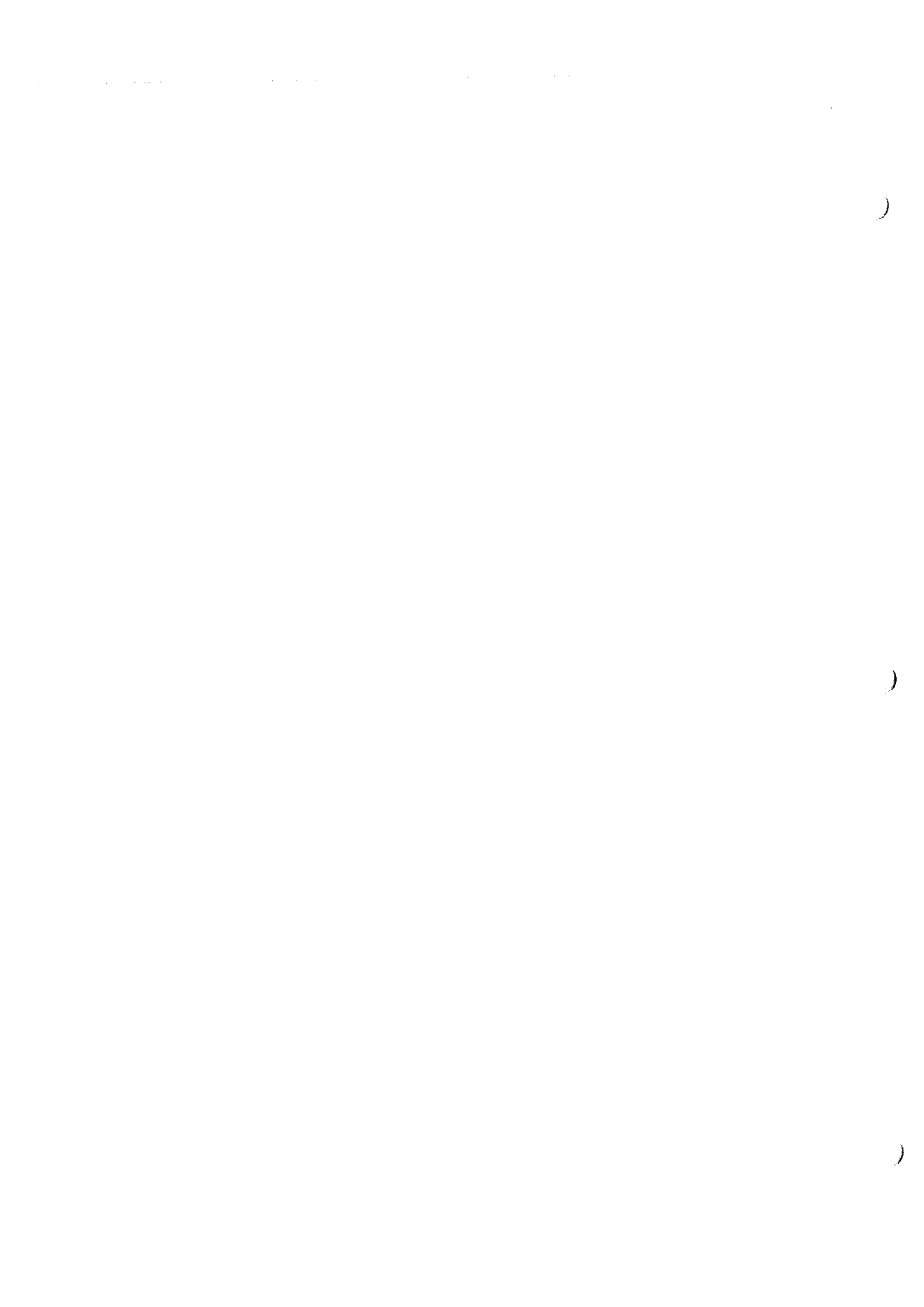
Title: To authorize and direct the Director of Public Safety to enter into a contract with Redflex Traffic Systems, Inc. for an Automated Red Light Enforcement System for the Division of Police, Department of Public Safety.

Sponsors:

Attachments:

Approval History

Version	Date	Approver	Action
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History of Legislative File

Ver.	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Safety Drafter	05/25/2005	Sent for Approval	Safety Reviewer			
1	Safety Reviewer	05/25/2005	Reviewed and Approved	Safety Reviewer			
	Notes: <i>M. Clay 5-4632</i>						
1	Safety Reviewer	05/25/2005	Reviewed and Approved	Safety Inbox			
	Notes: <i>WLD</i>						
1	Safety Reviewer	05/26/2005	Reviewed and Approved	Safety Reviewer			
	Notes: <i>EDD</i>						
1	Safety Reviewer	05/26/2005	Reviewed and Approved	SAFETY DIRECTOR			
	Notes: <i>bs</i>						
1	SAFETY DIRECTOR	05/27/2005	Reviewed and Approved	Safety Drafter			
	Notes: <i>EDD FOR SAFETY DIRECTOR</i>						
1	Safety Drafter	05/27/2005	Sent for Approval	EBOCO Inbox			
1	EBOCO Reviewer	05/31/2005	Reviewed and Approved	EBOCO DIRECTOR			
	Notes: <i>GH</i>						
1	EBOCO DIRECTOR	05/31/2005	Reviewed and Approved	Safety Drafter			
	Notes: <i>JMG</i>						
1	Safety Drafter	05/31/2005	Sent for Approval	Finance Inbox			
1	Finance Reviewer	06/01/2005	Reviewed and Approved	FINANCE DIRECTOR			
	Notes: <i>sjwentzel</i>						
1	FINANCE DIRECTOR	06/01/2005	Reviewed and Approved	Safety Drafter			
	Notes: <i>jstaylor</i>						
1	Safety Drafter	06/01/2005	Sent for Approval	Atty Inbox			
1	CITY ATTORNEY	06/02/2005	Reviewed and Approved	Safety Drafter			
	Notes: <i>jsg</i>						
1	Safety Drafter	06/02/2005	Sent to Clerk's Office for Council	City Clerk Inbox			
1	City Clerk's Office	06/08/2005	Sent back for Clarification/Correction	Safety Drafter			
	Notes: <i>sent back to be re-submitted as a 30 day ordinance. Thanks.</i>						
1	Safety Drafter	06/08/2005	Sent to Clerk's Office for Council	City Clerk Inbox			
1	Columbus City Council	06/13/2005	Read for the First Time				
1	Columbus City Council	06/20/2005	Tabled Indefinitely				Pass
2	COUNCIL PRESIDENT	10/17/2005	Signed				



1	Columbus City Council	10/17/2005	Taken from the Table	Pass
2	Columbus City Council	10/17/2005	Amended as submitted to the Clerk	Pass
2	Columbus City Council	10/17/2005	Approved as Amended	Pass
2	MAYOR	10/19/2005	Signed	
2	ACTING CITY CLERK	10/20/2005	Attest	

EBOCO: Following review and approval, when required, the Equal Business Opportunity Commission Office certifies compliance with Title 39 as of date listed.

City Attorney: Following review and approval, when required, this ordinance has been reviewed by the City Attorney's Office as to its form and legality only.

Explanation

Need: There is an ongoing problem of motorists disobeying traffic control signals that has contributed to a significant number of motor vehicle crashes in the City of Columbus that have resulted in death, serious personal injury and/or substantial property damage. The City of Columbus seeks to increase compliance with traffic control devices thereby decreasing the number of motor vehicle crashes that are caused by failure to comply. The use of Photo Traffic Enforcement Systems will assist the City in increasing compliance with traffic control devices without the disadvantages of conventional traffic enforcement, such as disruptions in the flow of traffic at heavily traveled intersections and expenses associated with increased police manpower.

Bid Information: Requests for Proposals for an "Automated Red Light Enforcement System" were solicited by the Purchasing Office for the Department of Public Safety on June 17, 2004, SA001147. The vendors who submitted (R.F.P.'s) are as follows:

REDFLEX	Mulvihill	Nestor
ACS	PEEK	TRANSOL

The evaluation team, consisting of members of the City Engineers, Division of Police and the Department of Health, recommended that Redflex Traffic Systems, Inc. be awarded the contract.

Contract Compliance No.: 943292233

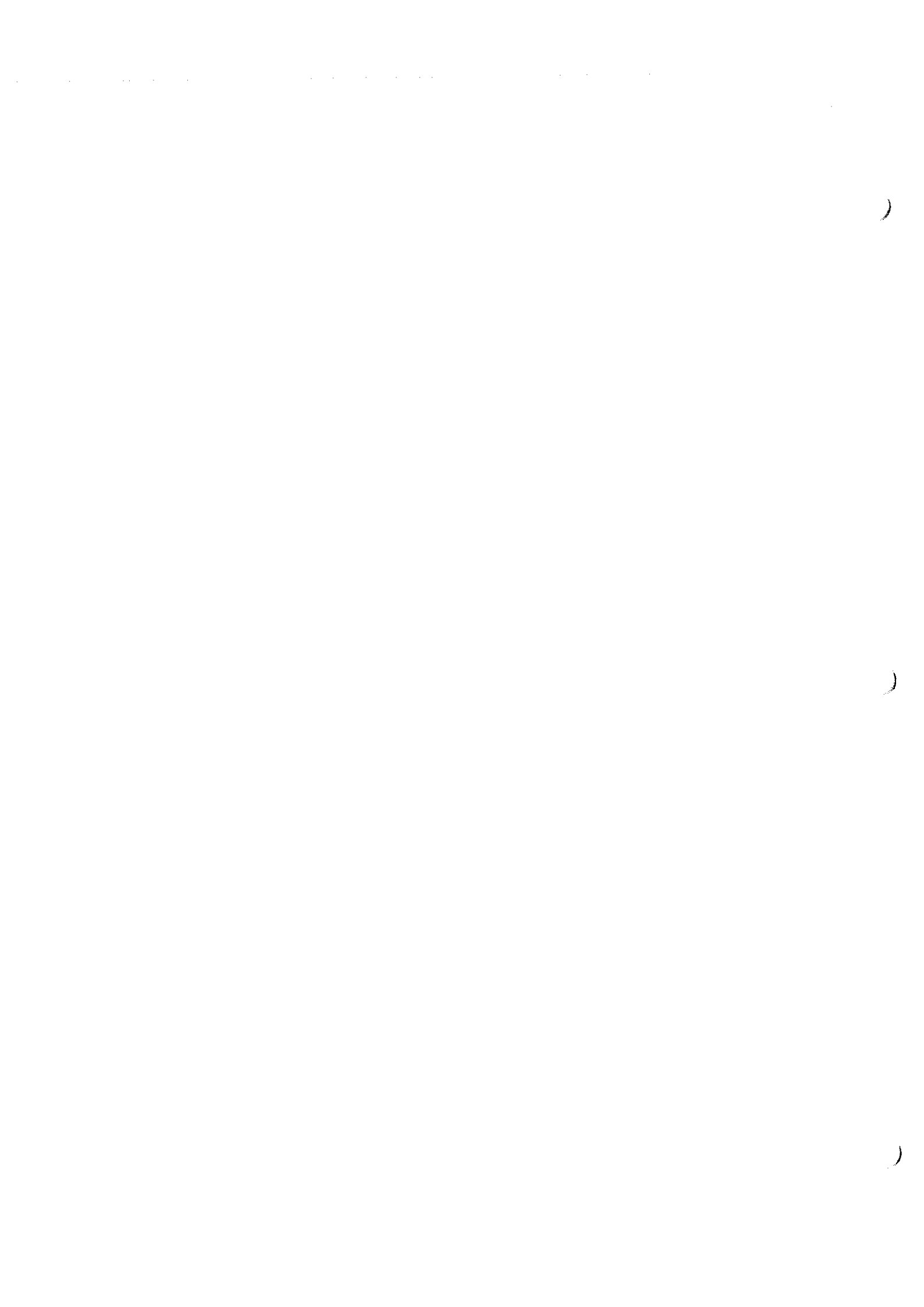
FISCAL IMPACT:

There will be no immediate fiscal impact on General Fund expenditures. The contractor's compensation shall consist of a percentage per citation paid. The percentage compensation will be based on a variable fee model. The city at its option may change from a variable compensation plan to a fixed fee schedule or a combination of fixed and variable model.

Title

To authorize and direct the Director of Public Safety to enter into a contract with Redflex Traffic Systems, Inc. for an Automated Red Light Enforcement System for the Division of Police, Department of Public Safety.

Body



~~WHEREAS, the ongoing problem of motorists disobeying traffic control signals has contributed to a significant number of motor vehicle crashes in the City of Columbus, which have resulted in death, serious personal injury and/or substantial property damage; and~~

WHEREAS, the use of Photo Traffic Enforcement Systems will assist the Division of Police with traffic control devices without the disadvantages of conventional traffic enforcement, such as disruptions in the flow of traffic at heavily traveled intersections, and expenses associated with increased police manpower; and

WHEREAS, proposals were solicited by the Purchasing Office on June 17, 2004, SA001147; and

WHEREAS, an evaluation team recommended to award the contract to Redflex Traffic Systems, Inc.; Now therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS:

Section 1. That the Director of Public Safety be and is hereby authorized and directed to enter into contract with Redflex Traffic Systems, Inc. for a Photo Traffic Enforcement Systems for the Division of Police, Department of Public Safety, based on the selection and recommendation of the evaluation committee.

Section 2. That said contract shall require that cameras be installed and operated in a stationary or fixed position only, thereby restricting the viewing area to the target intersection, and without the ability for movement of expand the area of viewing.

Section 3. That said contract shall restrict installation to twenty (20) cameras and that the contract shall not be amended to increase the number of cameras without prior City Council approval.

Section 4. That no camera shall be installed or changed to a different location without prior City Council approval.

Section 5. That said contract shall require Redflex Traffic Systems, Inc., and the administration to review with City Council crash data no later than six months after all cameras are operable.

Section 6. That said contract shall indicate that the cameras' intentional use shall be red light enforcement only.

Section 7. That the City Auditor is hereby directed to establish a special revenue fund for the deposit of revenue generated by the Photo Traffic Enforcement program for the use for public safety initiatives such as the bike patrol, Community Crime Patrol, and horse patrol operations.

Section 8. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.



October 17, 2005

Memorandum

To: Columbus City Clerk

From: Wyatt Kingseed, legislative research office

Subject: **Ordinances 1015-2005 and 0958-2005 re. Automated red light enforcement system**

Easy
Exact Status of
Amendments??
M.J.B.

Pursuant to the desires of Columbus City Council members (*the sponsor of the amendment is noted in parentheses*), please amend the subject ordinance to include the following new Sections:

Section 2. That said contract shall require that cameras be installed and operated in a stationary or fixed position only, thereby restricting the viewing area to the target intersection, and without the ability for movement to expand the area of viewing. (Council member Michael C. Mentel)

Section 3. That the cameras and their photography can be used for no other purpose than red light enforcement without the express consent of City Council. (Council member Patsy Thomas)

Section 4. That said contract shall restrict installation to twenty (20) sites only and shall not be amended to expand the number of sites without prior City Council approval. (Council member Michael C. Mentel)

Section 5. That the City Auditor is hereby directed to establish a special revenue fund for the deposit of revenue generated by the Photo Traffic Enforcement program ~~for the exclusive use by City Council~~ for public safety initiatives. (Council member Kevin Boyce)

Also, renumber the existing Section 2 to Section 6.

c: Columbus City Council members
Mayor Michael Coleman
Public Safety Director Mitchell Brown

Questions regarding red-light camera installation, use, and maintenance:

1. What is the criteria for choosing the locations at which cameras will be used?
2. Do you have a summary document describing the decline in accidents, violations, and injuries as expressed in all the studies that have been conducted on red light cameras (to your knowledge)?
3. What is the cost breakdown for red light cameras? Particularly, I am interested in maintenance and operation costs and what percentage of tickets issued is usually returned to the company for installation costs.
4. Are there any disadvantages to using digital imagery?
5. Will there be continual monitoring to determine the best locations?
6. Will there be a problem with sprays or deflection covers some claim thwart the cameras from taking photos?
7. What is the current red light delay time?
8. Will there be any accounting measures to determine total revenue vs. how much the city receives, or will the city just receive a check from the company?
9. What contingencies are being made to ensure dirt, tree branches, and inclement weather won't affect camera effectiveness?
10. How will Emergency Vehicle cases be handled?
11. Will there be any reliability problems with the internal clock used on cameras?
12. If multiple violators are seen on camera, how will police determine who gets cited?

B



City of Columbus

Legislation Report

Office of City Clerk
90 West Broad Street
Columbus OH 43215-9015
columbuscitycouncil.org

File Number: 0958-2005

30-Day

File ID: 0958-2005

Type: Ordinance

Status: Passed

Version: 1

***Committee:** Rules & Reference Committee

File Name: photo red light ordinance

File Created: 05/19/2005

Final Action: 10/20/2005

Auditor Cert #:

Auditor: When assigned an Auditor Certificate Number 1, the City Auditor, hereby certify that there is in the treasury, or anticipate to come into the treasury, and not appropriated for any other purpose, the amount of money specified hereon, to pay the within Ordinance.

Contact Name/No.: Gary Holland

Floor Action (Clerk's Office Only)

Mayor's Action

Council Action

Mayor

Date

Date Passed/ Adopted

President of Council

Veto

Date

City Clerk

Title: To enact new Chapter 2115 of the Columbus City Codes, 1959, to provide for the implementation of a Photo Red Light Traffic Enforcement System for the administrative enforcement of traffic control signals.

Sponsors: Michael C. Mentel

Attachments:

Approval History

Version	Date	Approver	Action

History of Legislative File

Ver.	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Atty Drafter	05/19/2005	Sent for Approval	Safety Inbox			
	Notes: <i>jsg -- needs background paragraph and fiscal impact statement to be supplied by Safety</i>						
1	Safety Reviewer	05/24/2005	Sent for Approval	Safety Drafter			
1	Safety Reviewer	05/24/2005	Reviewed and Approved	Safety Reviewer			
	Notes: <i>M. Clay 5-4632</i>						
1	Safety Reviewer	05/24/2005	Sent for Approval	Safety Inbox			
	Notes: <i>WLD</i>						
1	Safety Reviewer	05/25/2005	Reviewed and Approved	Safety Reviewer			
	Notes: <i>EDD</i>						
1	Safety Reviewer	05/26/2005	Reviewed and Approved	SAFETY DIRECTOR			
	Notes: <i>bs</i>						
1	SAFETY DIRECTOR	05/26/2005	Reviewed and Approved	Safety Drafter			
	Notes: <i>EDD FOR SAFETY DIRECTOR</i>						
1	Safety Drafter	05/26/2005	Sent for Approval	Atty Inbox			
1	CITY ATTORNEY	05/26/2005	Reviewed and Approved	Safety Drafter			
	Notes: <i>jsg</i>						
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1	Columbus City Council	06/13/2005	Read for the First Time				
1	Columbus City Council	06/20/2005	Tabled Indefinitely				Pass
1	COUNCIL PRESIDENT	10/17/2005	Signed				
1	Columbus City Council	10/17/2005	Taken from the Table				Pass
1	Columbus City Council	10/17/2005	Approved				Pass
1	MAYOR	10/19/2005	Signed				
1	ACTING CITY CLERK	10/20/2005	Attest				

EBOCO: Following review and approval, when required, the Equal Business Opportunity Commission Office certifies compliance with Title 39 as of date listed.

City Attorney: Following review and approval, when required, this ordinance has been reviewed by the City Attorney's Office as to its form and legality only.

Explanation

Need: There is an ongoing problem of motorists disobeying traffic control signals that has contributed to a significant number of motor vehicle crashes in the City of Columbus that have resulted in death, serious personal injury and/or substantial property damage. The City of Columbus seeks to increase compliance with traffic control

devices thereby decreasing the number of motor vehicle crashes that are caused by failure to comply. The use of Photo Traffic Enforcement Systems will assist the City in increasing compliance with traffic control devices without the disadvantages of conventional traffic enforcement, such as disruptions in the flow of traffic at heavily traveled intersections and expenses associated with increased police manpower. In order to implement the Photo Traffic Enforcement Systems the Columbus City Codes, 1959 must be amended by enacting a new Chapter 2115.

Bid Information: N/A

FISCAL IMPACT:

Since this ordinance is enacting a new chapter of the Columbus City Codes, there will be no fiscal impact on the General Fund budget.

Title

To enact new Chapter 2115 of the Columbus City Codes, 1959, to provide for the implementation of a Photo Red Light Traffic Enforcement System for the administrative enforcement of traffic control signals.

Body

WHEREAS, the ongoing problem of motorists disobeying traffic control signals has contributed to a significant number of motor vehicle crashes in the City of Columbus, which have resulted in death, serious personal injury and or substantial property damage; and

WHEREAS, the City of Columbus seeks to increase compliance with traffic control devices and thereby decrease the number of motor vehicle crashes that are caused by such failure to comply; and

WHEREAS, the use of Photo Traffic Enforcement Systems will assist the City in increasing compliance with traffic control devices without the disadvantages attendant to conventional traffic enforcement, such as disruptions in the flow of traffic at heavily traveled intersections, and expenses associated with increased police manpower; and

WHEREAS, the Columbus City Codes, 1959, must be amended by enacting a new Chapter 2115 to enable the City to implement this system; Now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS:

Section 1. That new Chapter 2115 of the Columbus City Codes, 1959, is hereby enacted to read as follows:

Chapter 2115 PHOTO TRAFFIC ENFORCEMENT SYSTEM

Section 2115.01 Definitions.

As used in this chapter:

(A) "Photo Traffic Enforcement System" means any photographic equipment linked to a violation detection system that synchronizes the taking of a photograph, video or digital image with the occurrence of a traffic signal violation.

(B) "Photographic Equipment" means a system that may include, but is not limited to, devices which link a camera, computer, and traffic signal, alone or in combination with other devices, to detect vehicles which have violated the traffic signal and to record an image of the motor vehicle. "Photographic equipment" may also include, but is not limited to, devices that combine a camera, and computer, alone or in combination with other devices, to measure the speed of a motor vehicle or other object and to record an image of the motor vehicle, or other objects. The results of photographic, video or digital imaging equipment means the

images, and any other data or information produced by the Photo Traffic Enforcement System.

(C) A "violation" means that a vehicle has crossed the stop line in a system location when the traffic control signal for that vehicle's direction of travel is emitting a steady red light.

2115.02 Adoption and Enforcement.

(A) The City of Columbus hereby adopts a Photo Traffic Enforcement System for the purpose of using photographic, video or digital imaging equipment to record visual images of vehicles entering intersections in violation of Section 2115.03 of this Chapter, and using said images as the basis for issuing a Notice of Liability to the owners of such vehicles within 30 days of the violation.

(B) The Director of Public Safety or his or her designee(s) shall be responsible for implementing the Photo Traffic Enforcement System for traffic signals. The Director or his or her designee is hereby empowered to designate the intersections to be monitored by the Photo Traffic Enforcement System, to issue Notices of Liability for persons who commit violations at such intersections, to select a hearing officer for the purpose of hearing appeals of Notices of Liability, and to promulgate any rules and regulations deemed to be necessary for the enforcement of this Chapter.

(C) The intersections selected for photo enforcement under this Chapter must display a yellow traffic control signal for a time that complies with the Ohio Department of Transportation's Manual of Uniform Traffic Control Devices.

2115.03 Notice of Liability.

(A) Prior to the activation of a Photo Traffic Enforcement System at an intersection, the Director of Public Safety or his or her designee shall erect a sign in a conspicuous location that provides notice that a Photo Traffic Enforcement System is being used to monitor traffic.

(B) For 30 days after the activation of a Photo Red Light Traffic Enforcement System at an intersection, no Notices of Liability will be issued based upon the images produced by the system. Warnings may be issued during this 30-day period.

(C) A Police Officer employed by the Columbus Division of Police shall examine the image recorded by the Photo Traffic Enforcement System to determine whether a violation as defined in Section 2115.01 of this Chapter has occurred. If the image recorded by the Photo Traffic Enforcement System shows a violation, contains a date and time of the violation, and shows the vehicle's license plate number as well as the state in which the license was issued, the officer may use any lawful means to identify the vehicle's owner.

(D) The fact that a person is registered as the owner of a vehicle with the vehicle registration office of the state that issued the license plate displayed on the vehicle shall be prima facie evidence that said person was operating the vehicle at the time of a violation recorded by an Photo Traffic Enforcement System.

(E) Within 30 days of the violation and upon identification of the registered owner of the vehicle, the Director of Public Safety or his or her designee may issue a Notice of Liability, charging the owner with a violation. The Notice of Liability shall be sent by regular U.S. mail and must state the date on which the Notice of Liability was issued, the date, time, and location of the violation, the time in which an answer must be made by the vehicle owner, and the manner in which the Notice of Liability may be appealed. In addition, a copy of the image(s) that served as a basis for the violation must accompany the Notice of Liability.

~~(E) A person who receives a Notice of Liability pursuant to this Section shall be required to respond in one of the following methods:~~

- 1) By paying the administrative fine as directed on the Notice of Liability within 30 days of the date the notice was issued; or
- 2) By submitting evidence of one of the exceptions to liability listed in division (G) of this Section within 30 days of the Notice's issue date; or
- 3) By submitting to the address listed on the Notice of Liability, a request for a hearing within 30 days of the Notice's issue date.

(G) The owner of the vehicle shall not be liable for a penalty under this section if the Director of Public Safety his or her designee determines that sufficient evidence of either of the following conditions exist:

- 1) At the time of the violation, the vehicle was in the custody of someone other than its owner pursuant to a written lease or rental agreement and the owner submits, to the address listed on the ticket, a copy of the lease or rental agreement along with the name and address of the lessee or renter.
- 2) At the time of the violation, the vehicle or the license plate depicted in the image which served as the basis for the Notice of Liability was stolen and the owner submits, to the address listed on the ticket, a copy of the police report stating the vehicle or license plate had been reported stolen at the time.

(H) Nothing in this Chapter shall be construed to limit the liability of an operator of a motor vehicle for any violation of the Ohio Revised Code or the Columbus Traffic Code.

2115.04 Appeal of Notice of Liability.

(A) A person who received a Notice of Liability pursuant to this section may appeal the Notice of Liability by making a written request for a hearing to the address listed on the Notice of Liability. Said request shall be accompanied by a monetary deposit in an amount equal to the amount of the administrative fine listed on the Notice of Liability.

(B) Within thirty days of the receipt of the request for a hearing, a hearing officer appointed by the Director of Public Safety or his or her designee shall hold a hearing. The hearing officer shall determine whether the City has demonstrated by a preponderance of the evidence that a violation occurred and that the person who received the Notice of Liability is liable for the penalty set forth in Section 2115.05 of this Chapter.

(C) A certified copy of the Notice of Liability alleging the violation, along with a copy of the image that served as a basis for the Notice of Liability, shall be prima facie evidence of the facts contained therein, and shall be admissible in a proceeding alleging a violation under this

ordinance.

(D) In considering whether the person is liable, the hearing officer shall consider any of the following as an affirmative defense of a violation:

- 1) That the Notice of Liability was issued and sent more than 30 days after the date of the violation recorded by the photo traffic enforcement system.
 - 2) That the driver of the vehicle passed through the intersection or had increased speed in order to yield the right of way to an emergency vehicle, in accordance with R.C. 4511.45 or to a funeral procession, in accordance with R.C. 4511.451.
 - 3) That either the vehicle or the license plate depicted on the image, which served as the basis for the Notice of Liability, was stolen before the violation occurred and was not in possession of the owner at the time of the violation. To qualify as an affirmative defense under this provision, the owner must submit proof that a police report about the stolen vehicle or license plate was filed prior to or within 48 hours after the violation.
 - 4) That this section is unenforceable because the photo traffic enforcement system was not operating properly, or the automated traffic enforcement system was not in a proper position, or that the image that served as the basis for the Notice of Liability is not legible enough to show the letters and numbers or the state that issued the license plate on the vehicle.
 - 5) That the driver of the vehicle entered the intersection as part of a funeral procession or at the direction of a police officer.
 - 6) That the owner or person named in the Notice of Liability was not operating the vehicle at the time of the violation. To satisfy the evidentiary burden under this provision, the owner or person named in the Notice of Liability shall provide the hearing officer with evidence of the identity of the person who was operating the vehicle at the time of the violation, including, at a minimum, the operator's name and current address.
- (E) The hearing officer shall issue a written decision within 10 days of the hearing and serve the person named on the Notice of Liability and the issuing police officer with a copy of said decision. If the hearing officer concludes that the testimony and/or exhibits presented at the hearing shows by a preponderance of the evidence that someone other than the person named in the Notice of Liability was operating at the time of the violation, the hearing officer shall forward to the Department of Public Safety all evidence provided to him at the hearing as to the operator's identity.
- (F) If the hearing officer determines that the City has demonstrated by a preponderance of the evidence that the person named in the Notice of Liability committed the violation, the hearing officer shall enter judgment against the person requiring him or her to pay the appropriate fine and any additional penalties, fees and costs. Such judgment shall be entered into the records of the Department of Public Safety.

(G) If the hearing officer does not determine, by a preponderance of the evidence, that a person committed the violation named in the Notice of Liability, the hearing officer shall enter judgment against the City of Columbus, shall dismiss the Notice of Liability against the person and shall enter the judgment and dismissal into the records of the Department of Public Safety.

(H) Within 10 business days of receiving evidence from the vehicle owner indicating that he or she was not operating the vehicle at the time of the violation, the Director of Public Safety or his or her designee may issue a Notice of Liability to the person whom the evidence indicates was operating the vehicle at the time of the violation.

- (I) Any person against whom a judgment or default judgment is entered pursuant to this section ~~may appeal the judgment or default judgment to the Franklin County Municipal Court by filing notices of appeal to the Columbus Division of Police and the Municipal Court within 30 days of the date of entry of the judgment and by the payment of such reasonable costs as the court requires.~~
- (J) Upon the filing of the appeal, the court shall schedule a hearing date and notify the parties of the date, time, and place of the hearing.
- (K) The hearing shall be held by the court in accordance with local court rules.
- (L) Service of a notice of appeal under this division does not stay enforcement and collection of the judgment or default judgment from which appeal is taken by the person unless the person who files the appeal posts bond with the court in the amount of the judgment, plus costs, at or before the service of the notice of appeal.
- (M) Notwithstanding any other provision of law, the judgment on appeal by the Municipal Court is final, and no other appeal may be taken.

2115.05 Penalties.

- (A) Unless the operator of a vehicle receives a traffic citation from a police officer at the time of the violation, an administrative fine in the amount of \$95 shall be assessed against the vehicle owner for the commission of a violation as defined in Section 2115.01 of this Chapter.
- (B) A violation for which an administrative fine is imposed under this Section shall not be considered a traffic offense or a moving violation for the purpose of assessing points under Ohio Revised Code 4507.021 and shall not be reported to the Bureau of Motor Vehicles of any State.
- (C) Upon receipt of a Notice of Liability pursuant to the method described in Section 2115.03(E), the vehicle owner shall have 30 days to pay the administrative fine without additional monetary penalty.
- (D) If the vehicle owner does not respond to the Notice of Liability within this period, the following action shall be taken by the Director of Public Safety or his or her designee:
- (1) A Notice of Default Judgment shall be sent by regular U.S. mail to the recipient of the Notice of Liability indicating that payment is due within 30 days after receipt of the Notice of Default Judgment.
 - (2) The Notice of Default Judgment shall contain the following information:
 - (a) An identification of the violation with which the person was charged and the time and date of the violation, which identification may be a copy of the Notice of Liability charging the violation that was served upon the person;
 - (b) An identification of the amount of the administrative fine, late fees and costs arising out of the violation that is due;
 - (c) A warning that the person must answer the Notice of Liability within thirty (30) days or a default civil judgment in the amount of the fine, penalties and costs due may be entered against the person;
 - (d) A description of the allowable answers that may be made and notification that the person will be afforded a hearing before the hearing officer if the vehicle owner denies in his or her answer that he committed the violation;
 - (e) An identification of the manners in which and the entity to which an answer may be made;

~~(f) A warning that if the person fails to appear at a requested hearing, a default civil judgment in the amount of the fine, penalties and costs due may be entered against the person;~~

(3) If a person who is issued a Notice of Default Judgment fails to timely answer, the failure to answer shall be considered an admission that the person committed the violation and a default judgment, in the amount of the fine, penalties and costs due may be entered against the person by the hearing officer. Failure to timely answer the Notice of Liability identified in the Notice of Default Judgment may result in the imposition of an additional penalty of \$25.

(4) A person who receives a Notice of Default Judgment pursuant to this section may answer the violation with which he is charged that is identified in the Notice of Default Judgment in any of the manners provided in division (F) of Section 2115.03 for answers to violations charged in a Notice of Liability. An answer under this section shall be made within thirty (30) days after the date on which the Notice of Default Judgment was mailed in accordance with the methods provided in Section 2115.03(G), except that if the answer consists solely of payment of the administrative fine arising out of the Notice of Liability any penalty arising out of failing to timely answer shall also be imposed.

(5) If a person for whom a hearing is to be conducted under Section 2115.04 of this Chapter fails to appear at the scheduled hearing and fails to submit evidence the hearing officer shall, upon a determination from any testimony or exhibits presented at the hearing that the City demonstrated by a preponderance of the evidence that the person committed the violation, enter a default judgment against the person and require the person to pay the appropriate fine and any additional penalties, fees and costs. A default judgment entered under this division shall be entered in the records of the Department of Public Safety and filed with the clerk of the Franklin County Municipal Court.

(6) The hearing officer may vacate a default judgment entered under this section if all of the following apply:

- (a) The person against whom the default judgment was entered files a motion with the Department of Public Safety within one year of the date of entry of the default judgment; and
- (b) The motion sets forth a sufficient defense to the violation out of which the judgment arose; and
- (c) The motion sets forth excusable neglect as to the person's failure to attend the hearing or answer the Notice of Default Judgment.

(7) Payment of any judgment or default judgment entered against a person pursuant to this section shall be made to the Department of Public Safety within ten (10) days of the date of entry by the hearing officer. The Director of Public Safety or his or her designee shall create and maintain a record of all money paid in satisfaction of a judgment or default judgment. If payment is not made within this time period, the judgment or default judgment shall be filed with the clerk of the Franklin County Municipal Court and when so filed, shall have the same force and effect as a money judgment in a civil action rendered in that court.

Section 2. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

C

AGREEMENT BETWEEN THE CITY OF COLUMBUS, OHIO
AND REDFLEX TRAFFIC SYSTEMS, INC. FOR
AUTOMATED PHOTO RED LIGHT ENFORCEMENT PROGRAM

This Agreement (this "Agreement") is made as of this 16 day of December 2005 by and between Redflex Traffic Systems, Inc., a Delaware corporation with offices at 6047 Bristol Parkway 1st Floor, Culver City, California 90230 ("Redflex"), and The City of Columbus Ohio, a municipal corporation, with offices at 90 W. Broad St. Columbus, Ohio 43215 (the "Customer").

RECITALS

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital photo speed and photo red light enforcement systems; and

WHEREAS, the Customer desires to engage the services of Redflex to provide certain equipment, processes and back office services so that sworn police officers of the Customer are able to monitor, identify and enforce speed and red light running violations; and

WHEREAS, it is a mutual objective of both Redflex and the Customer to reduce the incidence of vehicle collisions at the traffic intersections and city streets that will be monitored pursuant to the terms of this Agreement.

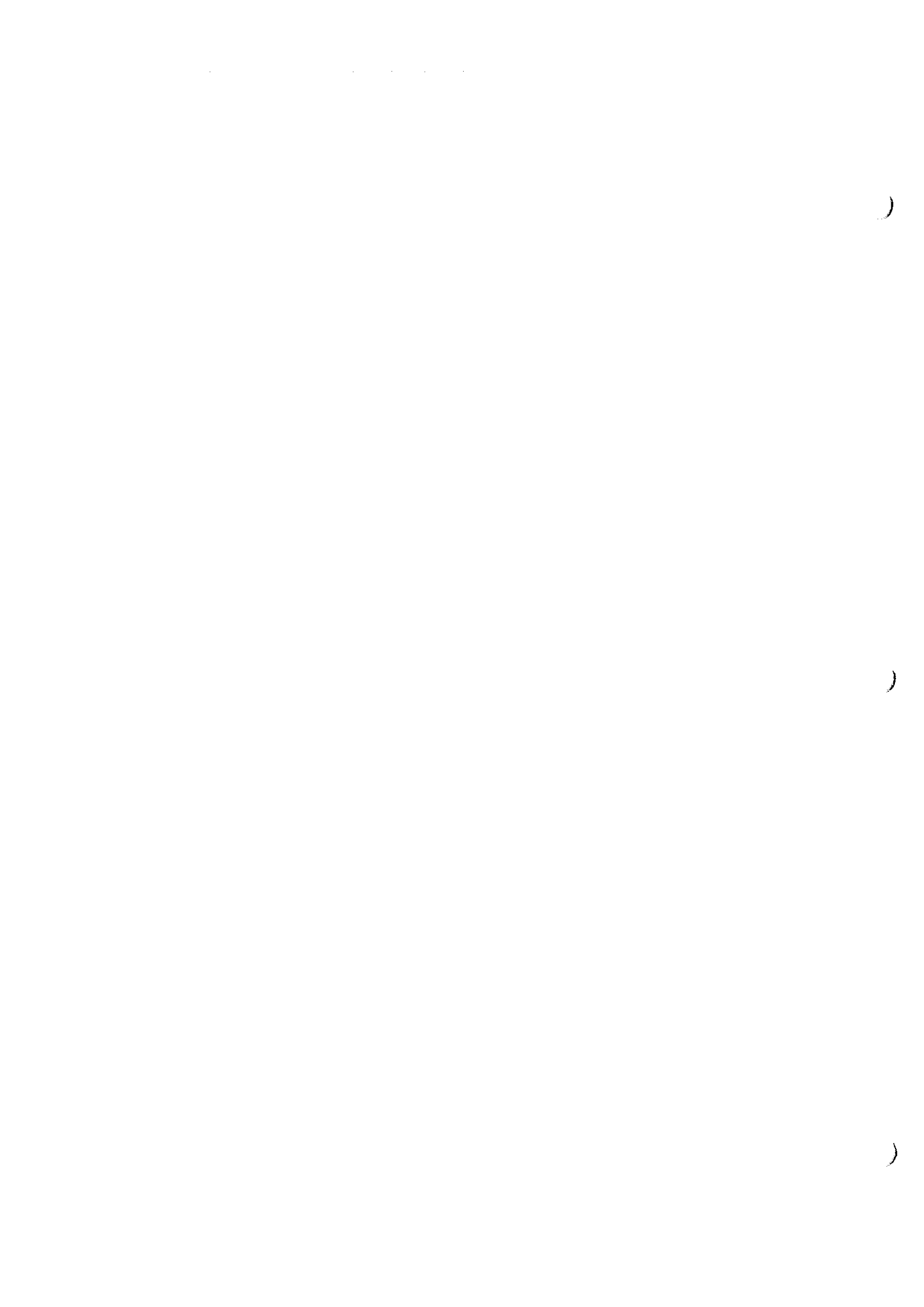
WHEREAS, as a condition precedent to the enforceability of this agreement, the parties acknowledge that Chapter 321 of the Columbus City Code governing the appointment of authorized fiscal agents must be complied with as described in Exhibit D of this contract.

WHEREAS, all exhibits attached hereto shall be incorporated by reference into this agreement and are hereby made a part of the contract.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **DEFINITIONS.** In this Agreement, the words and phrases below shall have the following meanings:
 - 1.1. "Authorized Officer" means the Police Project Manager or such other individual(s) as the Customer shall designate to review Potential Violations and to authorize the Issuance of Citations in respect thereto, and in any event, a sworn police officer.
 - 1.2. "Authorized Violation" means each Potential Violation in the Violation Data for which authorization to issue a citation in the form of an Electronic Signature is given by the Authorized Officer by using the Redflex System.



- 1.3. "Citation" means the notice of a Violation, which is mailed or otherwise delivered by Redflex to the violator on the appropriate Enforcement Documentation in respect of each Authorized Violation.
- 1.4. "Confidential Information" means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person's business or methods of operation or concerning any of such Person's suppliers, licensors, licensees, customers or others with whom such Person has a business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:
- 1.4.1. Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials or components, the prices such Person obtains or has obtained from its clients or customers, or at which such Person sells or has sold its services; and
- 1.4.2. Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, devices, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term "trade secrets" shall mean the broadest and most inclusive interpretation of trade secrets.
- 1.4.3. Notwithstanding the foregoing, Confidential Information and proprietary property (as defined in paragraph 1.21) will not include information that: (i) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (ii) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by any party hereto in breach of this Agreement, (iii) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto, (iv) was required by a court of competent jurisdiction to be described, or (v) was required by applicable state law to be described or provided to a requesting party.
- 1.5. "Designated Intersection Approaches" means the Intersection Approaches set forth on Exhibit A attached hereto, and such additional Intersection Approaches as Redflex and the Customer shall mutually agree from time to time.
- 1.6. "Designated Vehicles" means the vehicle supplied and equipped by Redflex for the purpose of mobile photo Speed Enforcement.
- 1.7. "Electronic Signature" means the method through which the Authorized Officer indicates his or her approval of the issuance of a Citation with respect to of a Potential Violation using the Redflex System.
- 1.8. "Enforcement Documentation" means the necessary and appropriate documentation related to the Photo Red Light Enforcement Program, including, but not limited to: warning letters, citation notices (using the specifications of the Judicial Council and the Columbus Police Department), a numbering sequence for use on all citation notices (in accordance with applicable court rules),

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instructions to accompany each issued Citation (including in such instructions a description of basic court procedures, payment options and information regarding the viewing of images and data collected by the Redflex System), chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the Department of Motor Vehicles), and technical support documentation for applicable court and judicial officers .

- 1.9. "Equipment" means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Redflex Photo Red Light System(s), including but not limited to all camera systems, housings, radar units, servers and poles.
- 1.10. "Fine" means a monetary sum assessed for Citation, including but not limited to bail forfeitures, but excluding suspended fines.
- 1.11. "Governmental Authority" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- 1.12. "Installation Date of Combined Photo Red Light Program" means the date on which Redflex completes the construction and installation of at least one (1) Intersection Approach in accordance with the terms of this Agreement so that such Intersection Approach is operational for the purposes of functioning with the combined Redlight Photo Enforcement Program.
- 1.13. "Intellectual Property" means, with respect to any Person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other industrial property rights, (e) all other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing), of such Person.
- 1.14. "Intersection Approach" means a conduit of travel with up to four (4) contiguous lanes from the curb (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) digital, rear shot multiple image color camera has been installed by Redflex for the purposes of facilitating combined Redlight Photo Enforcement by the Customer.
- 1.15. "Operational Period" means the period of time during the Term, commencing on the Installation Date, during which the Photo Red Light Enforcement Program is functional in order to permit the identification and prosecution of Violations at the Designated City Streets and Intersection Approaches by a sworn police officer of the Customer and the issuance of Citations for such approved Violations using the Redflex System.
- 1.16. "Person" means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.

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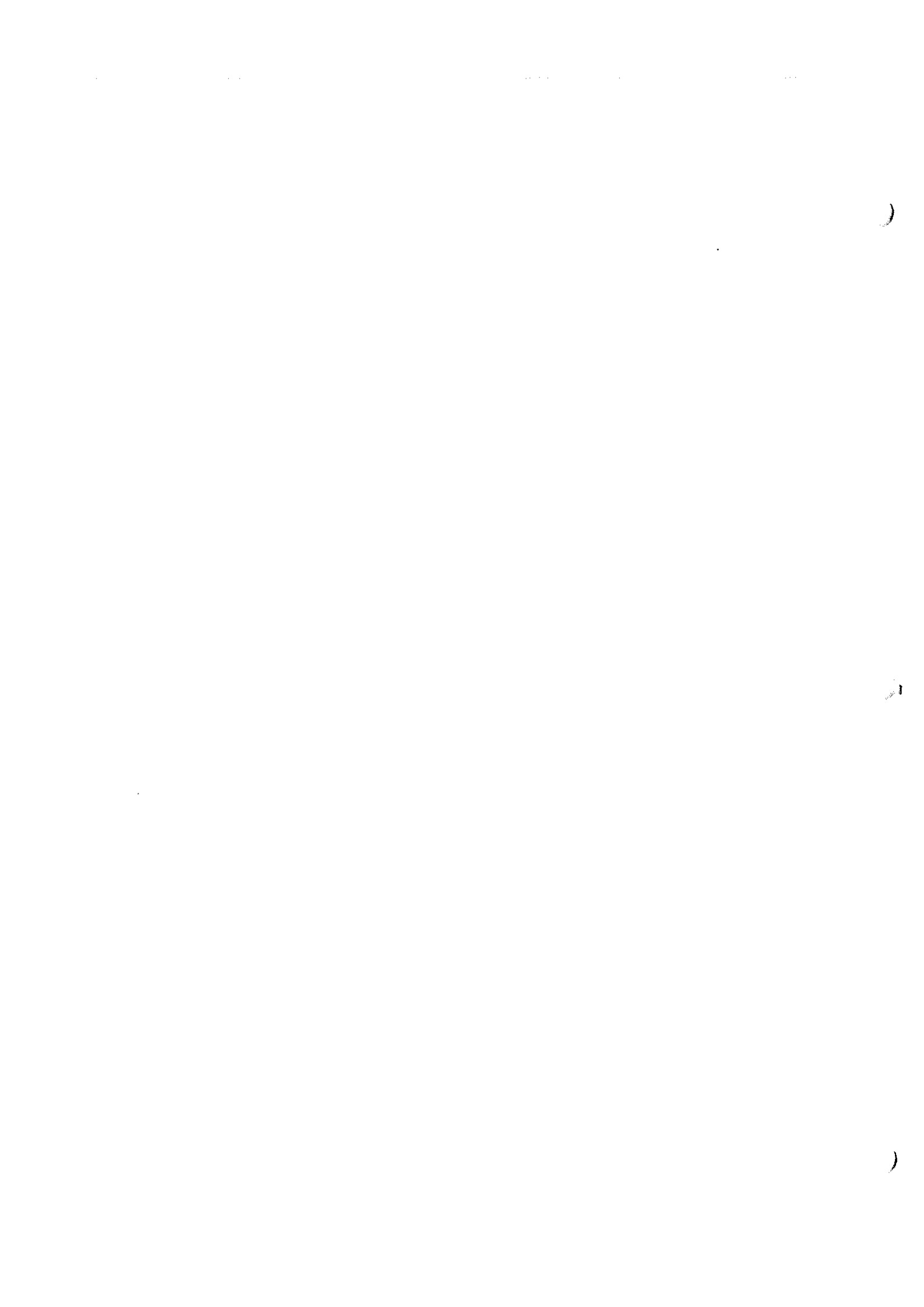
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- 1.17. "Police Project Manager" means the project manager appointed by the Customer in accordance with this Agreement, which shall be a sworn police officer and shall be responsible for overseeing the installation of the Intersection Approaches and the implementation of the Redlight Photo Enforcement Program, and which manager shall have the power and authority to make management decisions relating to the Customer's obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the Customer's charter or other organizational documents of the Customer or by the city counsel or other governing body of the Customer.
- 1.18. "Administrative Hearing Officer" means, the person hired by the Customer to act as an impartial judge for all requests for an Administrative Appeals Hearing.
- 1.19. "Potential Violation" means, with respect to any motor vehicle passing through a Designated City Street and/or Intersection Approach, the data collected by the Redflex System with respect to such motor vehicle, which data shall be processed by the Redflex System for the purposes of allowing the Authorized Officer to review such data and determine whether a Red Light Violation has occurred.
- 1.20. "Proprietary Property" means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person's business, whether or not such property is copyrightable or also qualifies as Confidential Information, including but not limited to products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
- 1.21. "Redflex Marks" means all trademarks registered in the name of Redflex or any of its affiliates, such other trademarks as are used by Redflex or any of its affiliates on or in relation to Photo Red Light Enforcement at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by Redflex, and all modifications or adaptations of any of the foregoing.
- 1.22. "Redflex Project Manager" means the project manager appointed by Redflex in accordance with this Agreement, which project manager shall initially be Joe Moore, or such person as Redflex shall designate by providing written notice thereof to the Customer from time to time, who shall be responsible for overseeing the construction and installation of the Designated Intersection Approaches and the implementation the Photo Red Light Enforcement Program, and who shall have the power and authority to make management decisions relating to Redflex's obligations pursuant to this Agreement, including but not limited to change-order authorizations.
- 1.23. "Redflex Photo Red Light Fixed System" means, collectively, the SmartCam™ System, the SmartOps™ System, the Redlight Photo Enforcement Program, and all of the other equipment, applications, back office processes and



digital red light traffic enforcement cameras, sensors, components, products, software and other tangible and intangible property relating thereto.

- 1.24. "Photo Red Light Enforcement Program" means the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of Redflex, including but not limited to: cameras, flashes, central processing units, signal controller interfaces and detectors (whether loop, radar or video loop) which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles.
 - 1.25. "Photo Redlight Violation Criteria" means the standards and criteria by which Potential Violations will be evaluated by sworn police officers of the Customer, which standards and criteria shall include, but are not limited to, the duration of time that a traffic light must remain red prior to a Violation being deemed to have occurred, and the location(s) in an intersection which a motor vehicle must pass during a red light signal prior to being deemed to have committed a Violation, all of which shall be in compliance with all applicable laws, rules and regulations of Governmental Authorities.
 - 1.26. "SmartCam™ System" means the proprietary redlight photo enforcement system of Redflex relating to the Photo Red Light Enforcement Program.
 - 1.27. "SmartOps™ System" means the proprietary back-office processes of Redflex relating to the Photo Red Light Enforcement Program.
 - 1.28. "SmartScene™ System" means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data.
 - 1.29. "Traffic Signal Controller Boxes" means the signal controller interface and detector, including but not limited to the radar or video loop, as the case may be.
 - 1.30. "Violation" means any traffic violation contrary to the terms of the Vehicle Code or any applicable rule, regulation or law of any other Governmental Authority, including but not limited to operating a motor vehicle contrary to traffic signals, and operating a motor vehicle without displaying a valid license plate or registration.
 - 1.31. "Violations Data" means the images and other Violations data gathered by the Redflex System at the Designated City Streets and/or Intersection Approaches.
2. **TERM.** The term of this Agreement shall commence as of the date hereof and shall continue for a period of three (3) years after the Installation Date, the date of signatures by the parties, or the date of approval of the authorized fiscal agent by the Columbus Depository Commission, whichever occurs latest (the "Initial Term"). The Customer shall have the right, but not the obligation, to extend the term of this Agreement for one (1) additional consecutive one (1) year period following the expiration of the Initial Term (each, a "Renewal Term" and collectively with the Initial Term, the "Term"). The Customer may exercise the right to extend the term of this Agreement for a Renewal Term by providing written notice to Redflex not less than thirty (30) days prior to the last day of the Initial Term or the Renewal Term, as the case may be. The same terms and conditions will apply to the renewal term as are



applicable to the initial three year term. However, both parties reserve the right to enter into negotiations at any point during the initial 3 year term or during the renewal period to modify such terms and conditions. (Is the intent of the parties to be that the same terms and conditions will apply to the renewal period?)

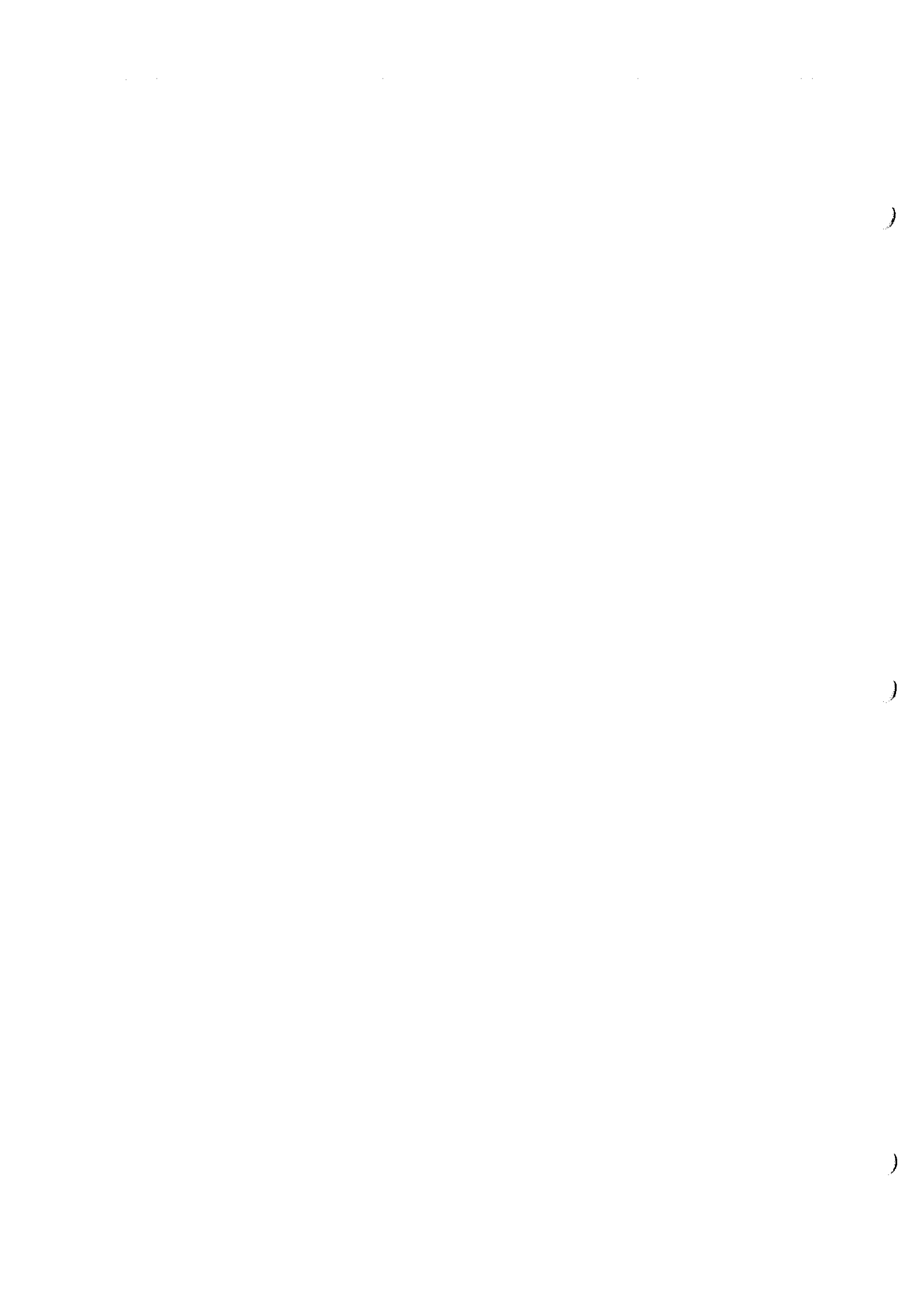
3. **SERVICES.** Redflex shall provide the Photo Red Light Enforcement Program to the Customer, in each case in accordance with the terms and provisions set forth in this Agreement.
 - 3.1. **INSTALLATION.** With respect to the construction and installation of the Designated Intersection Approaches and the installation of the Redflex System at such Designated Intersection Approaches, the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit B attached hereto.
 - 3.2. **MAINTENANCE.** With respect to the maintenance of the Redflex System at (1) the Designated Intersection Approaches and (2) in Designated Vehicles, the Customer and Redflex shall have the respective rights and obligations set forth on Exhibit C attached hereto.
 - 3.3. **VIOLATION PROCESSING.** During the Operational Period, Violations shall be processed as follows:
 - 3.3.1. All Violations Data shall be stored on the Redflex System;
 - 3.3.2. The Redflex System shall process Violations Data gathered from the Designated City Streets and/or Intersection Approaches and Designated Vehicles into a format capable of review by the Authorized Officer via the Redflex System;
 - 3.3.3. The Redflex System shall be accessible by the Authorized Officer through a virtual private network in encrypted format by use of a confidential password on any computer equipped with a high-speed internet connection and a web browser;
 - 3.3.4. Redflex shall provide the Authorized Officer with access to the Redflex System for the purposes of reviewing the pre-processed Violations Data within five (5) days of the gathering of the Violation Data from the applicable Designated City Streets and/or Intersection Approaches and Designated Vehicles
 - 3.3.5. The Customer shall cause the Authorized Officer to review the Violations Data and to determine whether a citation shall be issued with respect to each Potential Violation captured within such Violation Data, and transmit each such determination in the form of an Electronic Signature to Redflex using the software or other applications or procedures provided by Redflex on the Redflex System for such purpose, and REDFLEX HEREBY ACKNOWLEDGES AND AGREES THAT THE DECISION TO ISSUE A CITATION SHALL BE THE SOLE, UNILATERAL AND EXCLUSIVE DECISION OF THE AUTHORIZED OFFICER AND SHALL BE MADE IN SUCH AUTHORIZED OFFICER'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION;

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- 3.3.6. With respect to each Authorized Violation, Redflex shall print and mail a Citation within six (6) days after Redflex's receipt of such authorization; provided, however, during the Warning Period, warning violation notices shall be issued in respect of all Authorized Violations;
- 3.3.7. Redflex has developed and will maintain a system for the collection, accounting and reporting of all citation payments made as a result of the photo enforcement program. At any time and during normal business hours, the Customer shall be entitled to inspect, review and copy such accounting and reporting documents. Redflex shall also forward to the Customer its entitled portion of the fines collected, minus any contractual subtractions, under this agreement at the end of each month in which the fines were collected.
- 3.3.8. Redflex shall provide a toll-free telephone number for the purposes of answering citizen inquiries. Violation video viewing shall be available to the recipient of each citation through the use of an internet web page with citation number and secure access code.
- 3.3.9. Redflex shall permit the Authorized Officer to generate monthly reports using the Redflex Standard Report System.
- 3.3.10. Upon Redflex's receipt of a written request from the Customer and in addition to the Standard Reports, Redflex shall provide, without cost to the Customer, reports regarding the processing and issuance of Citations, the maintenance and downtime records of the Designated Intersection Approaches and the functionality of the Redflex System with respect thereto to the Customer in such format and for such periods as the Customer may reasonably request; provided, however, Redflex shall not be obligated to provide in excess of six (6) such reports in any given twelve (12) month period without cost to the Customer;
- 3.3.11. Upon the Customer's receipt of a written request from Redflex, the Customer shall provide, without cost to Redflex, reports regarding the prosecution of Citations and the collection of fines, fees and other monies in respect thereof in such format and for such periods as Redflex may reasonably request; provided, however, the Customer shall not be obligated to provide in excess of six (6) such reports in any given twelve (12) month period without cost to Redflex;
- 3.3.12. During the six (6) month period following the Installation Date and/or upon Redflex's receipt of a written request from the Customer at least fourteen (14) calendar days in advance of court proceeding, Redflex shall provide expert witnesses for use by the Customer in prosecuting Violations; provided, however, the Customer shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witnesses; and
- 3.3.13. During the three (3) month period following the Installation Date, Redflex shall provide such training to police personnel as shall be reasonably necessary in order to allow such personnel to act as expert witnesses on behalf of the Customer with respect to the Redlight Enforcement Program.



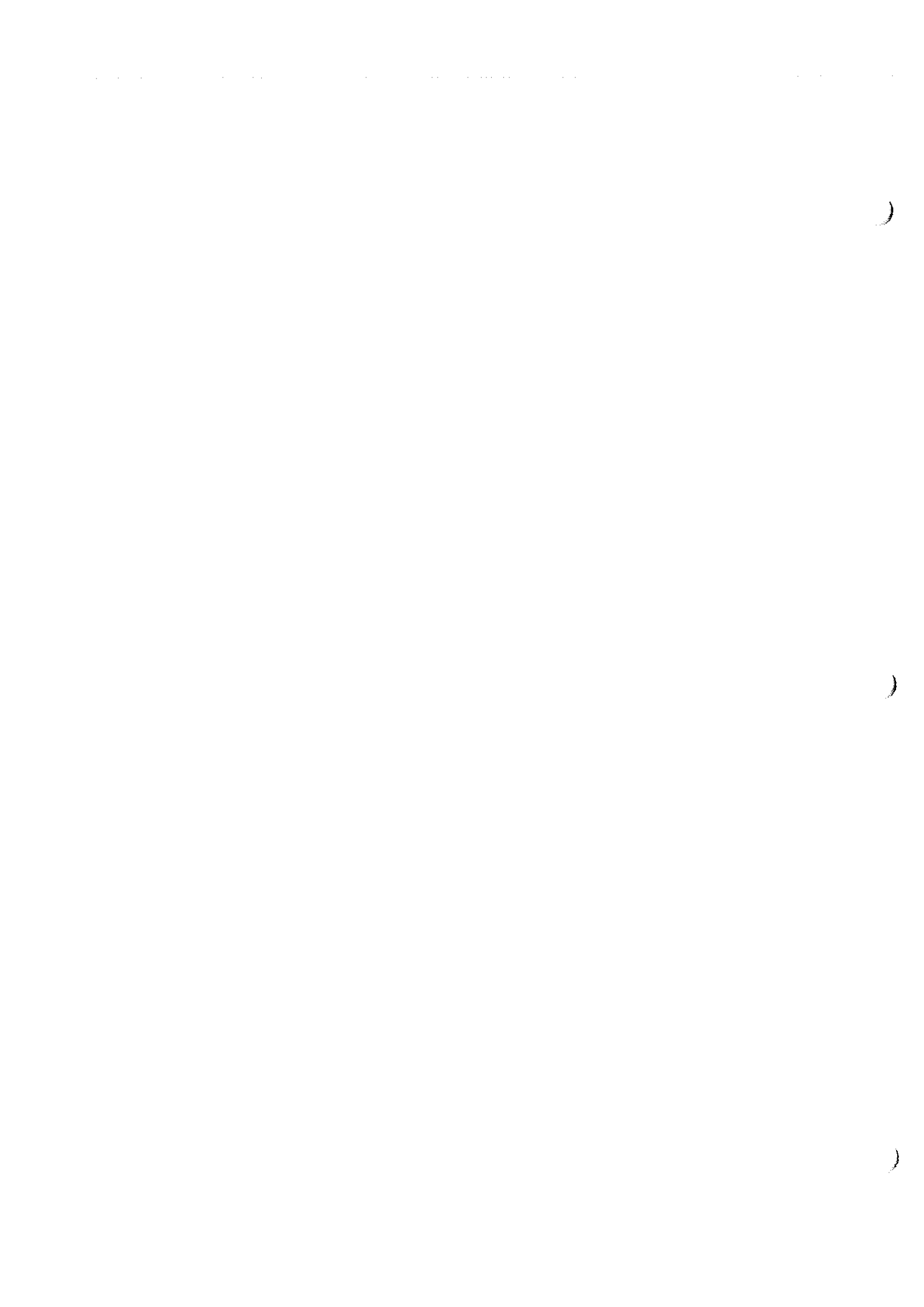
3.4. PROSECUTION AND COLLECTION; COMPENSATION. The Customer shall diligently prosecute Citations and the collection of all Fines in respect thereof, and Redflex shall have the right to receive, and the Customer shall be obligated to pay, the compensation set forth on Exhibit D attached hereto.

3.5. OTHER RIGHTS AND OBLIGATIONS. During the Term, in addition to all of the other rights and obligations set forth in this Agreement, Redflex and the Customer shall have the respective rights and obligations set forth on Exhibit E attached hereto.

3.6. CHANGE ORDERS. The Customer may from time to time request changes to the work required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement by providing written notice thereof to Redflex, setting forth in reasonable detail the proposed changes (a "Change Order Notice"). Upon Redflex's receipt of a Change Order Notice, Redflex shall deliver a written statement describing the effect, if any, the proposed changes would have on the pricing terms set forth in Exhibit D (the "Change Order Proposal"), which Change Order Proposal shall include (i) a detailed breakdown of the charge and schedule effects, (ii) a description of any resulting changes to the specifications and obligations of the parties, (iii) a schedule for the delivery and other performance obligations, and (iv) any other information relating to the proposed changes reasonably requested by the Customer. Following the Customer's receipt of the Change Order Proposal, the parties shall negotiate in good faith and agree to a plan and schedule for implementation of the proposed changes, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed changes; provided, however, in the event that any proposed change involves only the addition of equipment or services to the existing Designated Intersection Approaches, Designated City Vehicles, or the addition of Intersection Approaches to be covered by the terms of this Agreement, to the maximum extent applicable, the pricing terms set forth in Exhibit D shall govern. Any failure of the parties to reach agreement with respect to any of the foregoing as a result of any proposed changes shall not be deemed to be a breach of this Agreement, and any disagreement shall be resolved in accordance with Section 10.

4. License; Reservation of Rights.

4.1. License. Subject to the terms and conditions of this Agreement, Redflex hereby grants the Customer, and the Customer hereby accepts from Redflex upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (a) solely within the City of Columbus, access and use the Redflex System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of this Agreement, and to print copies of any content posted on the Redflex System in connection therewith, (b) disclose to the public (including outside of the City of Columbus) that Redflex is providing services to the Customer in connection with Photo Red Light Enforcement Program pursuant to the terms of this Agreement, and (c) use and display the Redflex Marks on or in marketing, public awareness or education, or other publications or materials relating to the Photo Red Light



Enforcement Program, so long as any and all such publications or materials are approved in advance by Redflex.

- 4.2. RESERVATION OF RIGHTS. The Customer hereby acknowledges and agrees that: (a) Redflex is the sole and exclusive owner of the Redflex System, the Redflex Marks, all Intellectual Property arising from or relating to the Redflex System, and any and all related Equipment, (b) the Customer neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement, and (c) by reason of the exercise of any such rights or interests of Customer pursuant to this Agreement, the Customer shall gain no additional right, title or interest therein.
- 4.3. RESTRICTED USE. The Customer hereby covenants and agrees that it shall not (a) make any modifications to the Redflex System, including but not limited to any Equipment, (b) alter, remove or tamper with any Redflex Marks, (c) use any of the Redflex Marks in any way which might prejudice their distinctiveness, validity or the goodwill of Redflex therein, (d) use any trademarks or other marks other than the Redflex Marks in connection with the Customer's use of the Redflex System pursuant to the terms of this Agreement without first obtaining the prior consent of Redflex, or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Redflex System, the Redflex System, including but not limited to any Equipment, or to any, Intellectual Property or Proprietary Property of Redflex, or cause any other Person to do any of the foregoing.
- 4.4. PROTECTION OF RIGHTS. Redflex shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Redflex, including without limitation the filing of applications to register as trademarks in any jurisdiction any of the Redflex Marks, the filing of patent application for any of the Intellectual Property of Redflex, and making any other applications or filings with appropriate Governmental Authorities. The Customer shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the Redflex Marks or the Intellectual Property of Redflex without the prior written consent of Redflex.
- 4.5. INFRINGEMENT. The Customer shall use its reasonable best efforts to give Redflex prompt notice of any activities or threatened activities of any Person of which it becomes aware that infringes or violates the Redflex Marks or any of Redflex's Intellectual Property or that constitute a misappropriation of trade secrets or act of unfair competition that might dilute, damage or destroy any of the Redflex Marks or any other Intellectual Property of Redflex. Redflex shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto. In the event that Redflex commences any enforcement action under this Section 4.5, then the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex, and Redflex shall be entitled to any damages or other monetary amount that might be awarded after deduction of actual costs; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance.

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4.6. INFRINGING USE. The Customer shall give Redflex prompt written notice of any action or claim action or claim, whether threatened or pending, against the Customer alleging that the Redflex Marks, or any other Intellectual Property of Redflex, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other Person, and the Customer shall render to Redflex such reasonable cooperation and assistance as is reasonably requested by Redflex in the defense thereof; provided, that Redflex shall reimburse the Customer for any reasonable costs incurred in providing such cooperation and assistance. If such a claim is made and Redflex determines, in the exercise of its sole discretion, that an infringement may exist, Redflex shall have the right, but not the obligation, to procure for the Customer the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement or replace them with non-infringing items.

5. Representations and Warranties.

5.1. Redflex Representations and Warranties.

5.1.1. Authority. Redflex hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.1.2. Professional Services. Redflex hereby warrants and represents that any and all services provided by Redflex pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the Redflex System, subject to applicable law, in compliance with all specifications provided to Redflex by the Customer.

5.2. Customer Representations and Warranties.

5.2.1. Authority. The Customer hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.2.2. Professional Services. The Customer hereby warrants and represents that any and all services provided by the Customer pursuant to this Agreement shall be performed in a professional and workmanlike manner.

5.3. LIMITED WARRANTIES. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REDFLEX MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REDFLEX SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE CUSTOMER'S USE OF ANY OF THE FOREGOING NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, REDFLEX DOES NOT WARRANT THAT ANY OF THE DESIGNATED INTERSECTION APPROACHES OR THE REDFLEX SYSTEM WILL OPERATE IN THE WAY THE CUSTOMER SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE CUSTOMER HEREBY ACKNOWLEDGES THAT THE REDFLEX SYSTEM MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, REDFLEX SHALL

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DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

6. Termination.

6.1 TERMINATION FOR DEFAULT

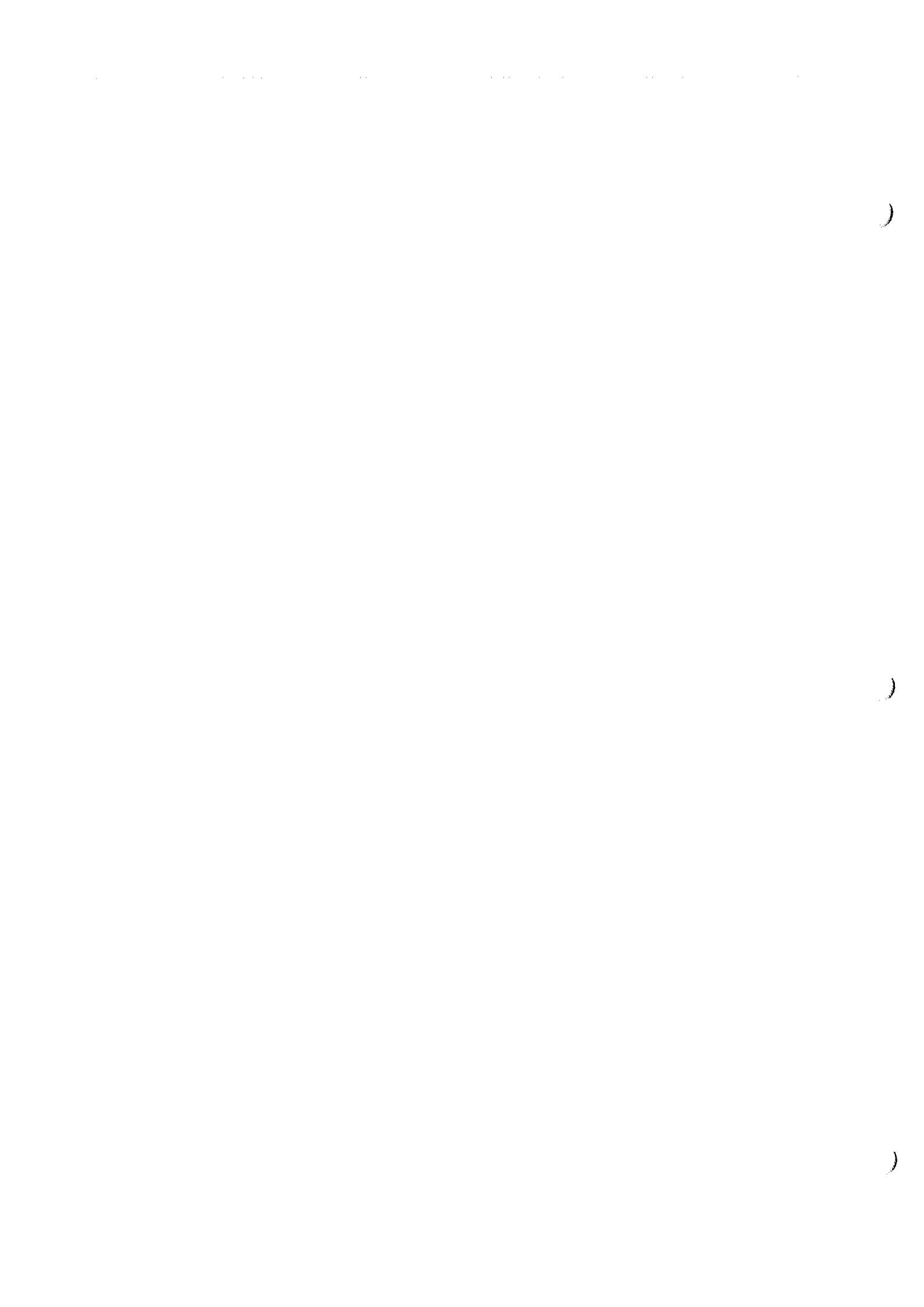
If either the City or Redflex violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of a proposed correction to such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be at the sole discretion of the aggrieved party. This section shall not apply to any failure(s) to perform that result from the willful or negligent acts or omissions of the aggrieved party.

6.2 TERMINATION DUE TO CHANGE IN LAW: Either party shall have the right to terminate this Agreement immediately by written notice to the other if one of the following situations arise (i) state statute or statutes are enacted or amended to prohibit, restrict, or substantially change the operation of photo red light enforcement systems that render continued performance under this agreement impracticable; or (ii) any court having jurisdiction over the terms of this agreement or over the relevant local, state, or federal statute or statutes, rules that results from the Redflex System of photo red light enforcement are inadmissible as evidence.—The City will not be financially responsible for repaying any expenditure by Redflex if the City terminates due to a change in law.

6.3 The rights to terminate this Agreement pursuant to Section 6.1 shall be without prejudice to any other right or remedy of either party resulting from a breach of this Agreement.

6.4 PROCEDURES UPON TERMINATION. The termination of this Agreement shall not relive either party of any liability that accrued prior to such termination. Except as set forth in Section 6.3, upon the termination of this Agreement, all of the provisions of this Agreement shall terminate and:

6.4.1 Redflex shall (i) immediately cease to provide services, including but not limited to, work in connection with the construction or installation activities and services in connection with the Photo Speed and Photo Red Light Enforcement Program, (ii) promptly deliver to the Customer any and all Proprietary Property of the Customer provided to Redflex pursuant to this Agreement, (iii) promptly deliver to the Customer a final report to the Customer regarding the collection of data and the issuance of Citations in such format and for such periods as the Customer may reasonably request, and which final report Redflex shall update or supplement from time to



time when and if additional data or information becomes available, (iv) promptly deliver to Customer a final invoice stating all fees and charges properly owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination, and (v) provide such assistance as the Customer may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Agreement (vi) promptly pay any and all fees, charges and amounts properly owed by Redflex to Customer.

6.4.2 The Customer shall (i) immediately cease using the Photo Red Light Enforcement Program, accessing the Redflex System and using any other Intellectual Property of Redflex, (ii) promptly deliver to Redflex any and all Proprietary Property of Redflex provided to the Customer pursuant to this Agreement, and (iii) promptly pay any and all fees, charges and amounts properly owed by Customer to Redflex for work performed and Citations issued by Redflex prior to the termination.

6.4.3 Unless the Customer and Redflex have agreed to enter into a new agreement relating to the Photo Red Light Enforcement Program or have agreed to extend the Term of this Agreement, Redflex shall remove any and all Equipment or other materials of Redflex installed in connection with Redflex's performance of its obligations under this Agreement, including, but not limited to, housings, poles and camera systems, and Redflex shall restore the Designated City Vehicles and Designated Intersection Approaches to substantially the same condition such Designated Intersection Approaches were in immediately prior to this Agreement.

6.5 **SURVIVAL.** Notwithstanding the foregoing, the definitions and each of the following shall survive the termination of this Agreement: (1) Sections 4.2 (Reservation of Rights), 5.1 (Redflex Representations and Warranties), 5.2 (Customer Representations and Warranties), 5.3 (Limited Warranty), 7 (Confidentiality), 8 (Indemnification and Liability), 9 (Notices), 10 (Dispute Resolution), 11.1 (Assignment), 11.17 (Applicable Law), and 11.18 (Jurisdiction and Venue), and (2) those provisions, and the rights and obligations therein, set forth in this Agreement which either by their terms state, or evidence the intent of the parties, that the provisions survive the expiration or termination of the Agreement, or must survive to give effect to the provisions of this Agreement.

7 **CONFIDENTIALITY.** During the term of this Agreement and for a period of three (3) years thereafter, neither party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information learned from the other party during the course of the negotiations for this Agreement or during the Term of this Agreement. Upon termination of this Agreement, each party shall return to the other all tangible Confidential Information of such party. Each party shall retain in confidence and not disclose to any third party any Confidential Information without the other party's express written consent, except (a) to its employees who are reasonably required to have the Confidential Information, (b) to its agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information, provided that such parties undertake in writing (or



are otherwise bound by rules of professional conduct) to keep such information strictly confidential, or (c) pursuant to, and to the extent of Ohio's Public Records Act.

8 **Indemnification and Liability.**

8.1 **Indemnification by Redflex.** Redflex hereby agrees to defend and indemnify the Customer and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them (individually a "Customer Party" and collectively, the "Customer Parties") against, and to protect, save and keep harmless the Customer Parties from, and to pay on behalf of or reimburse the Customer Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys', accountants' and expert witnesses' fees) of whatever kind and nature (collectively, "Losses"), which may be imposed on or incurred by any Customer Party arising out of or related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of Redflex contained in this Agreement, or (b) the willful misconduct of Redflex, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any Customer Party.

8.2 **LIMITED LIABILITY.** Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages, however caused and on any theory of liability arising out of or relating to this Agreement.

9 **NOTICES.** Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such party as follows:

9.4 Notices to Redflex:

Redflex Traffic Systems, Inc.
15020 North 74th Street
Scottsdale, AZ 85260
Attention: Ms. Karen Finley
Facsimile: (480) 607-5552

With a copy to:

Sheppard, Mullin, Richter & Hampton LLP
Attn: Brette Simon

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333 South Hope Street
Los Angeles, CA 90071
Telephone: 213-617-5414
Fax 213-443-2723

9.5 Notices to the Customer:
City of Columbus, Ohio
Department of Public Safety
Attention: Director of Public Safety
Facsimile: 614-645-8268

With a copy to:

City of Columbus
Automated Enforcement Program Manager
Facsimile:

- 10 **DISPUTE RESOLUTION.** Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof (the "Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties are unable to resolve the Dispute in accordance with this Section 10, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding arbitration or mediation.
- 11 **Miscellaneous.**
- 11.1 **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 G), delivery and performance of Redflex's rights pursuant to this Agreement shall require a significant investment by Redflex, and that in order to finance such investment, Redflex 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 Redflex 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 Redflex and any such Financial Institution, subject to the Customer's prior written approval, which approval shall not be unreasonably withheld or delayed. The Customer further acknowledges and

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agrees that in the event that Redflex provides written notice to the Customer that it intends to Transfer all or any of Redflex's rights pursuant to this Agreement, and in the event that the Customer fails to provide such approval or fails to object to such Transfer within forty-five (45) business days after its receipt of such notice from Redflex, for the purposes of this Agreement, the Customer shall be deemed to have consented to and approved such Transfer by Redflex. Notwithstanding the above, this Agreement shall inure to the benefit of, and be binding upon, the parties hereto, and their respective successors or assigns.

11.2 RELATIONSHIP BETWEEN REDFLEX AND THE CUSTOMER. Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the parties. The relationship between the parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either party to incur any debts or liabilities or obligations on behalf of the other party (except as specifically provided herein).

11.3 AUDIT RIGHTS. Each of parties hereto shall have the right to audit the books and records of the other party hereto (the "Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any underpayment of any payment payable by the Audited Party to the non-Audited Party pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall, and in the event that any such audit establishes that the Audited Party has underpaid any payment by more than twenty five percent (25%) of the amount of actually owing, the cost of such audit shall be borne by the Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, non-Audited Party shall promptly refund to the Audited Party the amount of the excess. The City of Columbus shall not be responsible for paying for any audit pursuant to this section unless the City Auditor first certifies that funds are available for such purpose and City Council approves the expenditure.

11.4 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, or Governmental Authorities approval delays which are not caused by any act or omission by Redflex, and unusually severe weather. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

11.5 ENTIRE AGREEMENT. This Agreement represents the entire Agreement between the parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This

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Agreement may be amended only by a subsequent written agreement signed by both parties.

- 11.6 SEVERABILITY. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.
- 11.7 WAIVER. Any waiver by either party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 11.8 CONSTRUCTION. Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither the Agreement nor any provision thereof shall be construed more strictly against either party.
- 11.9 HEADINGS. The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.
- 11.10 EXECUTION AND COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no party shall be required to produce an original or all of such counterparts in making such proof.
- 11.11 COVENANT OF FURTHER ASSURANCES. All parties to this Agreement shall, upon request, perform any and all acts and execute and deliver any and all certificates, instruments and other documents that may be necessary or appropriate to carry out any of the terms, conditions and provisions hereof or to carry out the intent of this Agreement.
- 11.12 REMEDIES CUMULATIVE. Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.
- 11.13 BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors and permitted assigns.
- 11.14 COMPLIANCE WITH LAWS. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.



11.15 NO THIRD PARTY BENEFIT. Nothing contained in this Agreement shall be deemed to confer any right or benefit on any Person who is not a party to this Agreement.

11.16 APPLICABLE LAW. This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of Ohio, United States.

11.17 JURISDICTION AND VENUE. Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the courts located in the County of Franklin, Ohio and both parties specifically agree to be bound by the jurisdiction and venue thereof.

11.18 CITY INCOME TAX.

To the extent applicable, the CONTRACTOR hereby further agrees to withhold all City income taxes due or payable under the provisions of Chapter 361 of the Columbus City Codes, for wages, salaries, and commissions paid to its employees and further agrees that any of its subcontractors shall be required to withhold any such income taxes due under said chapter for services performed under the Contract.

11.19 EQUAL OPPORTUNITY.

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or termination; rates of pay or other forms of compensation; and selection for training. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of the Equal Opportunity Clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employment placed by or on the CONTRACTOR, state that the CONTRACTOR is an equal opportunity employer.
- (3) It is the policy of the City of Columbus that business concerns owned and operated by minority and female personnel shall have the maximum practicable opportunity to participate in the performance of Contracts awarded by the City.
- (4) The CONTRACTOR shall permit access to any relevant and pertinent reports and documents by the Administrator for the sole purpose of verifying compliance with this Article, and with the regulations of the Contract Compliance Office. All such materials provided to the Administrator by the CONTRACTOR shall be considered confidential.
- (5) The CONTRACTOR will not obstruct or hinder the Administrator or his deputies and assistants in the fulfillment of the duties and responsibilities imposed by Article I, Title 39.



(6) The CONTRACTOR and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The CONTRACTOR will take such action with respect to any subcontractor as is necessary as a means of enforcing the provision of the Equal Opportunity Clause.

(7) The CONTRACTOR agrees to refrain from subcontracting any part of this Contract or Contract modification thereto to a CONTRACTOR not holding a valid certification number as provided for in Article I, Title 39.

(8) Failure or refusal of a CONTRACTOR or subcontractor to comply with the provisions of Article I, Title 39 may result in cancellation of this Contract.

11.20 Compliance with Ordinance No. 1015-2005

Redflex acknowledges and agrees to participate with the Customer in satisfying the following conditions imposed by the Columbus City Council:

(1) That cameras shall be installed and operated in a stationary or fixed position only, thereby restricting the viewing area to the target intersection, and without the ability for movement to expand the area of viewing.

(2) That installation shall be restricted to twenty (20) cameras and that the contract shall not be amended to increase the number of cameras without prior City Council approval.

(3) That no camera shall be installed or changed to a different location without prior City Council approval.

(4) That Redflex Traffic Systems, Inc., and the administration shall be required to review with City Council crash data no later than six months after all cameras are operable.

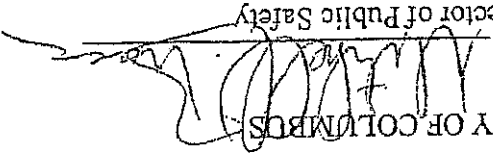
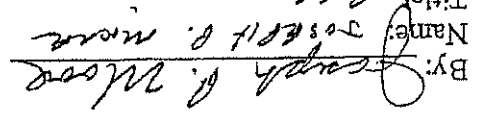
(5) That the cameras' intentional use shall be red light enforcement only.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day _____ and year first set forth above.

"Customer"

"Redflex"

CITY OF COLUMBUS
By: 
Director of Public Safety
REDFLEX TRAFFIC SYSTEMS, INC.,
a Delaware corporation
By: 
Joseph P. Wilson
Name: ROBERT O. MERRILL
Title: OPERATIONS MANAGER

APPROVED AS TO FORM:

By: Richard C. Bluffs Jr by 556
City Attorney's Office

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EXHIBIT "A"

DESIGNATED INTERSECTION APPROACHES

The contract is for the construction and activation of twenty (20) red light cameras in the introductory phase. Identification of enforced intersections will be based on **mutual agreement** between Redflex and the Customer as warranted by community safety and traffic needs.

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EXHIBIT "B"
CONSTRUCTION AND INSTALLATION OBLIGATIONS

Timeframe for Installation: Combined Fixed Photo Red Light System

Redflex will have each specified intersection installed and activated in phases in accordance with an implementation plan that is attached hereto and incorporated into this agreement. Failure to adhere to the implementation plan shall be considered a material breach of this agreement. The parties may by mutual agreement amend the project schedule.

Redflex will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement. All aspects of engineering and installation will meet City standards and practices as determined by the sole discretion of the Transportation Division.

Redflex will use reasonable commercial efforts to install and activate the first specified intersection within the first sixty (60) days subsequent to formal project kick-off. The Municipality agrees that the estimated timeframe for installation and activation are subject to conditions beyond the control of Redflex and are not guaranteed.

In order to provide the client with timely completion of the photo enforcement project Redflex Traffic Systems requires that the city assist with providing timely approval of Customer permit requests. The Customer acknowledges the importance of the safety program and undertakes that in order to keep the project on schedule the customer is to provide city engineers review of Reflex permit requests and all documentation within a two business days. Reflex will also review and correct if necessary any redlines within two business days. Permits need to be received within five business days of first submittal in order to implement the program in a timely manner.

As used in this agreement, "project commencement" and "formal project kickoff" shall either mean the signatures of Redflex and the City of Columbus or the approval of Sky Bank or another banking institution as the authorized fiscal agent by the Columbus Depository Commission, whichever occurs later.

1. Redflex Obligations. Redflex shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Redflex's sole expense):
 - 1.1. Appoint the Redflex Project Manager and a project implementation team consisting of between one (1) and four (4) people to assist the Redflex Project Manager;
 - 1.2. Request current "as-built" electronic engineering drawings for the Designated Intersection Approaches (the "Drawings") from the city traffic engineer;
 - 1.3. Develop and submit to the Customer for approval construction and installation specifications in reasonable detail for the Designated Intersection Approaches, including but not limited to specifications for all radar sensors, pavement loops, electrical connections and traffic controller connections, as required; and

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- 1.4. Seek approval from the relevant Governmental Authorities having authority or jurisdiction over the construction and installation specifications for the Designated Intersection Approaches (collectively, the "Approvals"), which will include compliance with City permit applications.
- 1.5. Finalize the acquisition of the Approvals;
- 1.6. Submit to the Customer a public awareness strategy for the Customer's consideration and approval, which strategy shall include media and educational materials for the Customer's approval or amendment (the "Awareness Strategy");
- 1.7. Develop the Redlight Violation Criteria in consultation with the Customer;
- 1.8. Develop the Enforcement Documentation for approval by the Customer, which approval shall not be unreasonably withheld;
- 1.9. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches (under the supervision of the Customer);
- 1.10. Cause an electrical sub-contractor to complete all reasonably necessary electrical work at the Designated Intersection Approaches, including but not limited to the installation of all related Equipment and other detection sensors, poles, cabling, telecommunications equipment and wiring, which work shall be performed in compliance with all applicable local, state and federal laws and regulations;
- 1.11. Install and test the functionality of the Designated Intersection Approaches with the Redflex System and establish fully operational Violation processing capability with the Redflex System;
- 1.12. Implement the use of the Redflex System at each of the Designated Intersection Approaches;
- 1.13. Deliver the Materials to the Customer; and
- 1.14. Issue citation notices for Authorized Violations;
- 1.15. Redflex shall provide training (i) for up to fifteen (15) personnel of the Customer, including but not limited to the persons who Customer shall appoint as Authorized Officers and other persons involved in the administration of the Redlight Photo Enforcement Program, (ii) for at least sixteen (16) hours in the aggregate, (iii) regarding the operation of the Redflex System and the Redlight Photo Enforcement Program, which training shall include training with respect to the Redflex System and its operations, strategies for presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation;
- 1.16. Interact with court and judicial personnel to address issues regarding the implementation of the Redflex System, the development of a subpoena processing timeline that will permit the offering of Violations Data in court and judicial proceedings, the establishment of a court hearing schedule for adjudicating upon Citations, and coordination between Redflex, the Customer and juvenile court personnel; and
- 1.17. Provide reasonable public relations resources and media materials to the Customer in the event that the Customer elects to conduct a public launch of the Redlight Photo Enforcement Program.
- 1.18. Citation processing and citation re-issuance

2. CUSTOMER OBLIGATIONS. The Customer shall do or cause to be done each of the following (in each case, unless otherwise stated below, at Customer's sole expense):

- 2.1.1. Appoint the Police Project Manager; Provide an Administrative Hearing Officer to preside over Appeals Hearing for the City.
- 2.1.2. Assist Redflex in obtaining the Drawings from the relevant Governmental Authorities;
- 2.1.3. Notify Redflex of any specific requirements relating to the construction and installation of any Intersection Approaches or the implementation of the Redlight Photo Enforcement Program;
- 2.1.4. Provide assistance to Redflex in obtaining access to the records data of the Department of Motor Vehicles in Redflex's capacity as an independent contractor to the Customer; and
- 2.1.5. Assist Redflex in seeking the Approvals
- 2.1.6. Provide reasonable access to the Customer's properties and facilities in order to permit Redflex to install and test the functionality of the Designated Intersection Approaches and the Redlight Photo Enforcement Program;
- 2.1.7. Provide reasonable access to the personnel of the Customer and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;
- 2.1.8. Seek approval or amendment of Awareness Strategy and provide written notice to Redflex with respect to the quantity of media and program materials (the "Materials") that the Customer will require in order to implement the Awareness Strategy during the period commencing on the date on which Redflex begins the installation of any of the Designated Intersection Approaches and ending one (1) month after the Installation Date;
- 2.1.9. Assist Redflex in developing the Redlight Violation Criteria; and
- 2.1.10. Seek approval of the Enforcement Documentation.

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EXHIBIT "C"
MAINTENANCE

1. All repair and maintenance of Photo Red Light Enforcement systems and related equipment will be the sole responsibility of Redflex, which includes, but is not limited to, maintaining the casings of the cameras included in the Redflex System and all other Equipment in reasonably clean and graffiti-free condition.
2. Redflex shall not open the Traffic Signal Controller Boxes without a representative of city Traffic Engineering present.
3. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of the Contractor.
4. The provision of all necessary electrical services to the Designated Intersection Approaches will be the sole responsibility of the Customer
5. In the event that images of a quality suitable for the Authorized Officer to identify Violations cannot be reasonably obtained without the use of flash units, Redflex shall provide and install such flash units.
6. The Redflex Project Manager (or a reasonable alternate) shall be available to the Police Project Manager each day, on a reasonable best efforts basis.

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EXHIBIT "D"
COMPENSATION & PRICING

Redflex will be compensated on a Per Notice of Liability Paid basis.

Pricing tiers are based on a \$95 Notice Fine and a 20 System program.

Tier	Definition	%Paid to Redflex	\$ Paid to Redflex
1	0-1000/month paid	75%	\$71.25
2	1001-2000/month paid	65%	\$61.75
3	2000+/month paid	50%	\$47.50

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:

1. Redflex construction will be able to utilize existing conduit for installation where space is available.
2. Since paid Notices of Liability are currently processed by a central "Lock Box" application of Sky Bank, Franklin County, Ohio, Redflex will remit to the City monthly their portion of the fines collected.
3. If the City Fine allocation increases as a result of Council action, Redflex will garner a pricing increase in direct proportion to the fine increase.
4. Decommissioning/Relocation of constructed approaches: The Customer hereby acknowledges and agrees that the construction of the Designated Intersection Approaches pursuant to this Agreement shall require a significant investment by Redflex. The two parties shall mutually agree to any decommissioning or relocation prior to any construction or deconstruction.
5. Redflex will ensure that the lockbox account balance at all times exceeds the net proceeds collected and due to the city.
6. Redflex will provide a copy of the monthly bank statement with each monthly report of monies collected and due to the city. These documents will evidence compliance of the aforementioned business rule.
7. Redflex will ensure that City funds are deposited into a local Franklin County bank which is a current depository on record in the City of Columbus.
8. Redflex acknowledges that it is a fiduciary of the City of Columbus with respect to the funds collected and placed in the lockbox account pursuant to this agreement and that all such funds are deemed to be City funds. The City and Redflex shall be paid in accordance with the percentages outlined above in Exhibit D.
9. Until such time as the funds collected pursuant to this agreement are deposited into an approved bank account of the City of Columbus, Redflex shall only utilize an authorized fiscal agent as defined in Section 321.11 of the Columbus City Code. All

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transaction costs that result from the utilization of the authorized fiscal agent shall be borne by Redflex.

10. A condition precedent to the enforceability of this agreement is Redflex must utilize an authorized fiscal agent that has been approved by the Columbus Depository Commission pursuant to Chapter 321 of the Columbus City Code.
11. The Customer and Redflex agree to mutually cooperate to collect unpaid fines. This cooperation includes, but is not limited to, Redflex providing Customer or it's agent a full and complete list of Notice of Liability recipients "in default" and to provide updates to the list as warranted. The Customer shall attempt to collect fines owed or unpaid Notices of Liability by utilizing existing and customary in-house means or by outsourcing this collection function to an agent. In the event of the latter, the agent shall be a contractor of the Customer and not Redflex. Redflex agrees that the Customer's outside agent or in-house department shall be entitled to receive a fee for fines actually collected. This yet to be determined fee, which shall be negotiated and set at the sole discretion of the Customer, shall be jointly paid and shared between Customer and Redflex. Specifically, the fee shall be shared and paid in the same proportion as denoted in Exhibit D, entitled "Compensation and Pricing." This proportion is based on the number of paid fines i.e. 0-1000 monthly paid fines results in a split of 75-25; 1001-2000 monthly paid fines results in a split of 65-35; and greater than 2000 results in a 50-50 split. Neither Redflex nor the Customer shall be liable or responsible for any expenses incurred by the City's agent beyond its share of the fines. The remainder of the collected fine shall also be split in accordance to the "Compensation and Pricing" agreement as denoted in Exhibit D.

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EXHIBIT "E"
ADDITIONAL RIGHTS AND OBLIGATIONS

1. Redflex and the Customer shall respectively have the additional rights and obligations set forth below:
2. Redflex shall assist the Customer in public information and education efforts, including, but not limited to, the development of artwork for utility bill inserts, press releases and schedules for any public launch of the Redlight Photo Enforcement Program (actual print and production costs are the sole responsibility of the Customer).
3. Redflex shall be solely responsible for installing such Signage. The Customer shall be solely responsible for the fabrication of any signage, notices or other postings required pursuant to any law, rule or regulation of any Governmental Authority ("Signage"), including but not limited to the Vehicle Code, and shall assist in determining the placement of such Signage.
4. The Redflex Project Manager and the Police Project Manager shall meet on a weekly basis during the period commencing as of the date of execution hereof and ending on the Installation Date, and on a monthly basis for the remainder of the Term, at such times and places as the Redflex Manager and the Customer Manager shall mutually agree.
5. The Customer shall not access the Redflex System or use the Redlight Photo Enforcement Program in any manner other than prescribe by law and which restricts or inhibits any other Person from using the Redflex System or the Redflex Photo Enforcement Program with respect to any Intersection Approaches constructed or maintained by Redflex for such Person, or which could damage, disable, impair or overburden the Redflex System or the Redflex Photo Enforcement Program, and the Customer shall not attempt to gain unauthorized access to (i) any account of any other Person, (ii) any computer systems or networks connected to the Redflex System, or (iii) any materials or information not intentionally made available by Redflex to the Customer by means of hacking, password mining or any other method whatsoever, nor shall the Customer cause any other Person to do any of the foregoing.
6. The Customer shall maintain the confidentiality of any username, password or other process or device for accessing the Redflex System or using the Redlight Photo Enforcement Program.
7. Each of Redflex and the Customer shall advise each other in writing with respect to any applicable rules or regulations governing the conduct of the other on or with respect to the property of such other party, including but not limited to rules and regulations relating to the safeguarding of confidential or proprietary information, and when so advised, each of Redflex and the Customer shall obey any and all such rules and regulations.
8. The Customer shall promptly reimburse Redflex for the cost of repairing or replacing any portion of the Redflex System, or any property or equipment related thereto, damaged directly or indirectly by the Customer, or any of its employees, contractors or agents.



EXHIBIT "F"

INSURANCE AND PERFORMANCE BOND

During the Term, Redflex shall procure and maintain and Redflex's sole cost and expense the following insurance coverage with respect to claims for injuries to persons or damages to property which may arise from or in connection with the performance of work or services pursuant to this Agreement by Redflex, and each of Redflex's subcontractors, agents, representatives and employees:

1. Commercial General Liability Insurance. Commercial General Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage;
2. Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury or property damage, including but not limited to coverage for all automobiles owned by Redflex, hired by Redflex, and owned by third parties;
3. Professional Liability (Errors and Omissions) Insurance. Redflex will procure and maintain Professional Liability (Errors and Omissions) Insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate.
4. Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance with coverage of not less than the limits required by the Labor Code of the State of Ohio, Employer's Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence.
5. The City of Columbus shall be covered as an additional insureds with respect to any liability arising from any act or omission of any Redflex Parties on the premises upon which any such Redflex Parties may perform services pursuant to this Agreement, and such coverage shall contain no special limitations on the scope of protection afforded to such additional insureds.
6. The insurance coverage procured by Redflex and described above shall be the primary insurance with respect to the City of Columbus in connection with this Agreement, and any insurance or self-insurance maintained by any of the City of Columbus shall be in excess, and not in contribution to, such insurance.
7. With respect to the insurance described herein, any deductibles or self-insured retentions must be declared to and approved by the Customer, and any changes to such deductibles or self-insured retentions during the Term must be approved in advance in writing by the Customer.
8. Any failure to comply with the reporting provisions of the various insurance policies described above shall not affect the coverage provided to the City of Columbus, and such insurance policies shall state the such insurance coverage shall apply separately with respect to each additional insured against whom any claim is made or suit is brought, except with respect to the limits set forth in such insurance policies.
9. Each such insurance policy described herein shall be endorsed to state that the coverage provided thereby shall not be cancelled except after thirty (30) calendar

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days' prior written notice to the Customer. If any of the Redflex Parties are notified by any insurer that any insurance coverage will be cancelled, Redflex shall immediately provide written notice thereof to the Customer and shall take all necessary actions to correct such cancellation in coverage limits, and shall provide written notice to the Customer of the date and nature of such correction. If Redflex, for any reason, fails to maintain the insurance coverage required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement, and the Customer shall have the right, but not the obligation and exercisable in its sole discretion, to either (i) terminate this Agreement and seek damages from Redflex for such breach, or (ii) purchase such required insurance, and without further notice to Redflex, deduct from any amounts due to Redflex pursuant to this Agreement, any premium costs advanced by the Customer for such insurance. If the premium costs advanced by the Customer for such insurance exceed any amounts due to Redflex pursuant to this Agreement, Redflex shall promptly remit such excess amount to the Customer upon receipt of written notice thereof.

10. ~~Redflex shall provide policies of insurance evidencing that the City of Columbus is named as an additional insurance as required by the terms of this Agreement, which shall be executed by an authorized representative of the applicable insurer, and which shall be delivered to the Customer prior to Redflex commencing any work pursuant to the terms of this Agreement.~~
11. Reflex shall procure and maintain a performance bond that shall remain in effect over the term of this contract. During the first year of this agreement, this performance bond shall be in the amount of \$250,000. The amount of the performance bond shall be subject to annual review by the parties and shall be adjusted accordingly.

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Exhibit G

FORM OF ACKNOWLEDGMENT AND CONSENT

This Acknowledgement and Consent, dated as of November 10, 2005, is entered into by and between the City of Columbus (the "City") and Redflex Traffic Systems, Inc., a Delaware corporation ("Redflex"), with reference to the AGREEMENT BETWEEN THE CITY OF COLUMBUS, OHIO AND REDFLEX TRAFFIC SYSTEMS, INC. FOR AUTOMATED PHOTO SPEED AND PHOTO RED LIGHT ENFORCEMENT PROGRAM dated 2005, by and between the City and Redflex (the "Agreement").

1. Redflex has entered into a Credit Agreement, dated as of August 3, 2003 (the "Harris-Redflex Credit Agreement"), with Harris Trust and Savings Bank (the "Bank"), pursuant to which the Bank has provided certain working capital credit facilities to Redflex. Such credit facilities will provide Redflex the working capital that it needs to perform its obligations to the City under the Agreement.

2. Pursuant to the Harris-Redflex Credit Agreement, Redflex has granted Harris a security interest in all of Redflex's personal property as collateral for the payment and performance of Redflex's obligations to the Bank under the Harris-Redflex Credit Agreement. Such security interest applies to and covers all of Redflex's contract rights, including, without limitation, all of Redflex's rights and interests under the Agreement.

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

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

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

IN WITNESS WHEREOF, the City and Redflex have caused this Acknowledgement and Consent to be executed by their respective duly authorized and elected officers as of the date first above written.

"Customer"	"Redflex"
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CITY OF COLUMBUS

REDFLEX TRAFFIC SYSTEMS, INC.,

a Delaware corporation

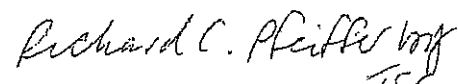
By: 
Director of Public Safety

By: 

Name: Joseph P. Moore

Title: Joseph P. Moore
Representative

APPROVED AS TO FORM:

By: 
City Attorney's Office *356*

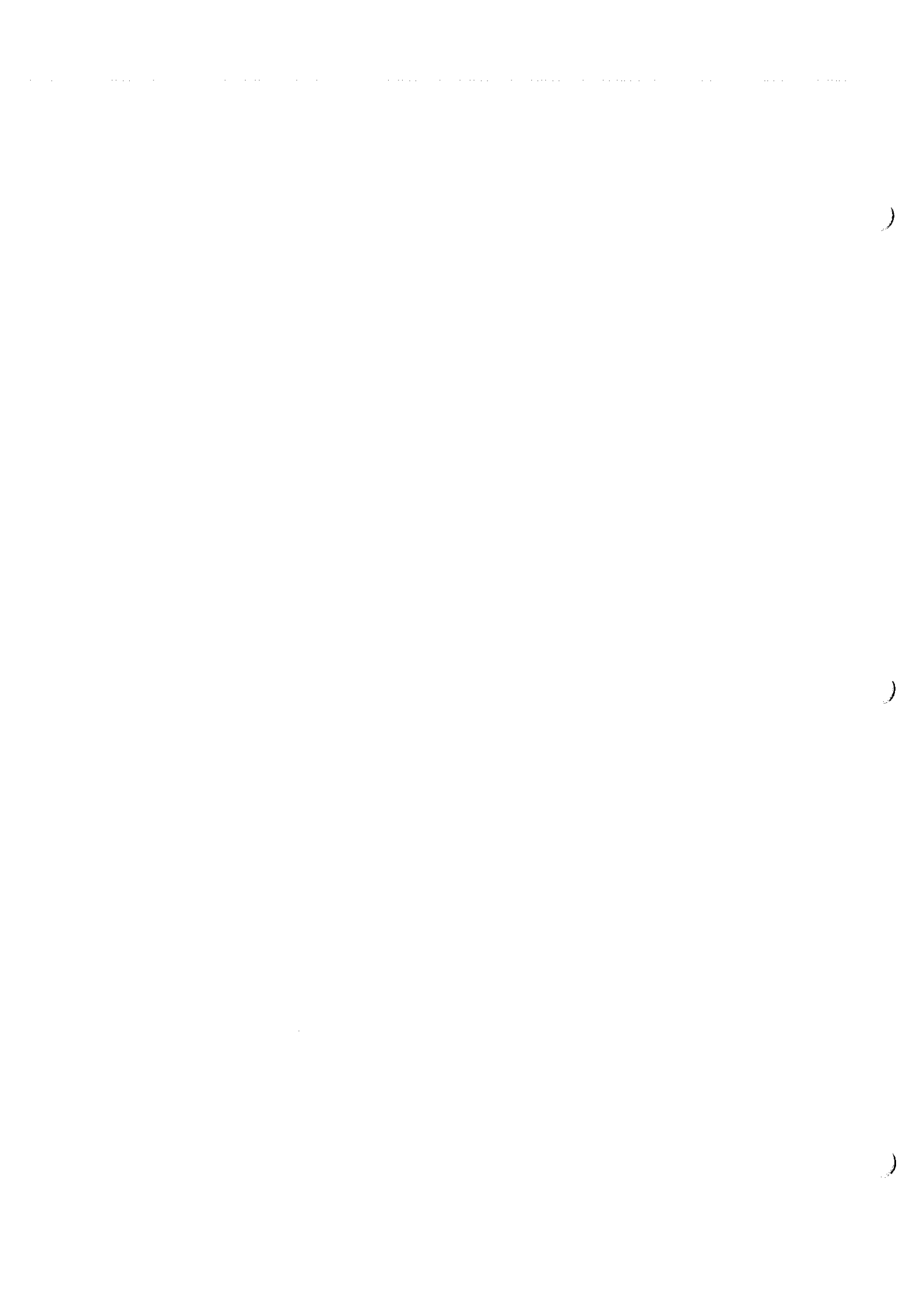
PAGE 31 IS THE FINAL PAGE OF THIS AGREEMENT

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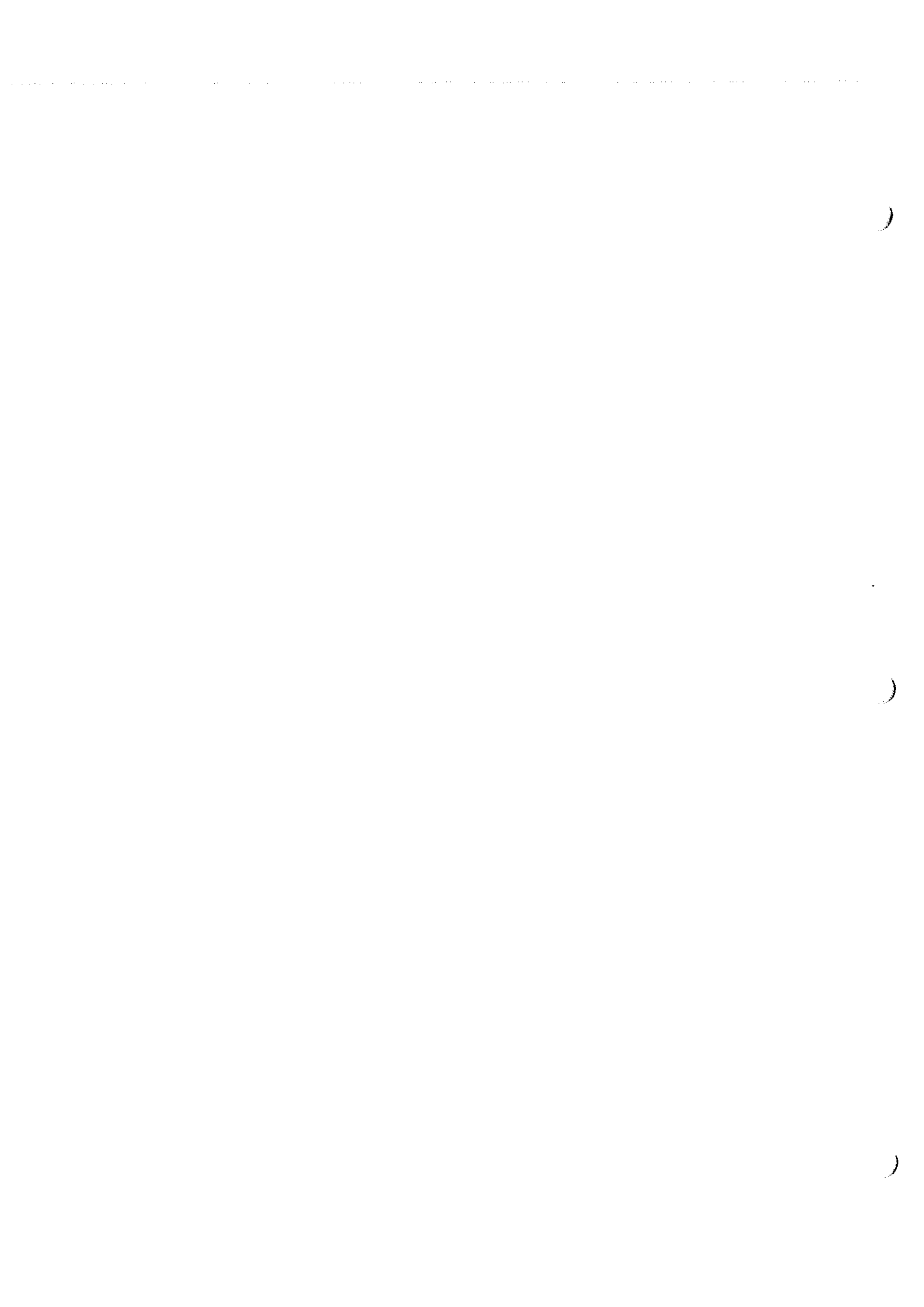
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Completion %	Task	Duration	Start	Finish
5%	Columbus Project Plan	124 days	10/03/05	03/23/06
0%	Contract Signing (Estimated contract execution)	1 day	12/15/05	12/15/05
0%	Kick-Off Meeting	1 day	12/20/05	12/20/05
0%	Appoint Redflex Project Manager	1 day	12/15/05	12/15/05
0%	Appoint City Project Manager	1 day	12/15/05	12/15/05
11%	Field Technology Component	102 days	10/03/05	02/21/06
100%	Obtain Proposed Intersection List From Client	1 day	12/20/05	12/20/05
100%	Preliminary Field Inspection of Proposed Locations	1 day	11/07/05	11/07/05
100%	Video Survey of Intersection	5 days	10/03/05	10/07/05
100%	Conduct Violation Counts	7 days	10/10/05	10/18/05
0%	Request As Built Plans from Client	1 day	12/20/05	12/06/05
0%	Received Plans from Client	3 days	12/20/05	12/22/05
0%	Prep Plans for Red Lining	3 days	12/23/05	12/27/05
0%	Red Line Plans Showing Camera Equipment	5 days	12/27/05	01/02/06
0%	Submit Redflex Plan to Client for Approval	2 days	01/03/06	01/04/06
0%	Client Review Plans & Provides Comments (estimated)	7 days	01/05/06	01/13/06
0%	Client Returns Plans with Comments	2 days	01/13/06	01/16/06
0%	Second Submittal of Plan to Client for Approval	4 days	01/16/06	01/19/06
0%	Client Approval of Redflex Plan	2 days	01/19/06	01/20/06
0%	Submit Bid Packets to Contractor	3 days	01/20/06	01/24/06
0%	Review Quotation and Make Decision	1 day	01/24/06	01/24/06
0%	Submit PEV to Construction Director to Authorize Work	1 day	01/24/06	01/24/06
0%	Submit Signed PEV to Accounting	1 day	01/24/06	01/24/06
0%	Fax Letter of Intent to Contractor	1 day	01/24/06	01/24/06
0%	Submit Subcontract Agreement to Contractor	1 day	01/24/06	01/24/06
0%	File PEV, Subcontract Agreement & Insurance Certificates	1 day	01/24/06	01/24/06
0%	Return Signed Fully Executed Copy of Subcontract Agreement to Contractor	2 days	01/24/06	01/25/06
0%	Ship Construction Equipment to Contractor	3 days	01/25/06	01/27/06
0%	Redflex Control Cabinet	3 days	01/25/06	01/27/05
0%	Camera Enclosures	3 days	01/25/06	01/27/05
0%	Flash Enclosures	3 days	01/25/06	01/27/05
0%	Pelco Pole Bases	3 days	01/25/06	01/27/05
0%	Cat 5 Cable	3 days	01/25/06	01/27/05
0%	Pre Construction Meeting/Mark Equipment Locations	1 day	01/25/06	01/25/06
0%	Subcontractor Commence Construction	14 days	01/25/06	02/13/05
0%	Underground Work	7 days	01/25/06	02/02/06
0%	Poles & Wiring	5 days	02/01/06	02/07/06
0%	Equipment Installation	5 days	02/06/06	02/10/06
0%	Photo Enforcement Advisory Sign Installation	2 days	02/09/06	02/10/06
0%	Finalization	1 day	02/13/06	02/13/06
0%	Post Construction Check	1 day	02/13/06	02/13/06
0%	Ship Redflex Camera Equipment	3 days	02/08/06	02/13/06
0%	Installation of Redflex Camera Equipment	5 days	02/13/06	02/17/06
0%	Test Equipment Operability	3 days	02/17/06	02/21/06
0%	High Speed Internet Connection	36 days	12/21/05	02/08/06
0%	Order DSL Service	1 day	12/21/05	12/21/05
0%	DSL Service Provider Assigns Address and Account Number	1 day	12/21/05	12/21/05
0%	POTS Line Installation	4 days	02/01/06	02/05/06
0%	Communications Install - DSL Upgrade	2 days	02/07/06	02/08/06
0%	Test Connectivity	2 days	02/07/06	02/08/06



0%	Requirements Analysis & Ancillary Documents	30 days	12/07/05	01/17/06
0%	Prepare Kick-Off Meeting Presentation	2 days	12/07/05	12/08/05
0%	Prepare Business Rules (Violation Criteria) & Ancillary Documents	2 days	12/07/05	12/08/05
0%	Business Rules	2 days	12/07/05	12/08/05
0%	Warning Letter	2 days	12/07/05	12/08/05
0%	Citation - Notice to Liability (Front)	2 days	12/07/05	12/08/05
0%	Citation - Notice to Liability (Back)	2 days	12/07/05	12/08/05
0%	Instructions Page	2 days	12/07/05	12/08/05
0%	Options Page	2 days	12/07/05	12/08/05
0%	Mailing Page	2 days	12/07/05	12/08/05
0%	Default Letters	1 day	12/07/05	12/08/05
0%	Police Authorization OnLine Access Form	2 days	12/07/05	12/08/05
0%	Public Awareness Material	1 day	12/07/05	12/08/05
0%	Client Kick-Off Meeting/Present Documents	1 day	12/20/05	12/20/05
0%	Client Follow-Up Meeting to Finalize Requirements	1 day	01/10/06	01/10/06
0%	Signoff of Bus Rules & Ancillary Documents by Client	7 days	01/17/06	01/17/06
0%	Submit Application to Request Access to BMV for Plate Inquiry	1 day	12/27/05	12/27/05
0%	Client Submits Letter to BMV to Request Access for Redflex (RTS)	1 day	12/27/05	12/27/05
0%	BMV Authorizes Access to Redflex	7 days	12/28/05	01/05/06
0%	Software & Back Office Customization - Smartops	24 days	01/18/06	02/20/06
0%	Schedule Meeting with Software Developer to Submit Requirements	1 day	01/18/06	01/18/06
0%	Requirements Submitted to Software Developer	1 day	01/18/06	01/18/06
0%	Notices Submitted to Software Developer	1 day	01/18/06	01/18/06
0%	Obtain Sign-Off From Software Developer	1 day	01/18/06	01/18/06
0%	Advise Developer of Forecasted Go Live Date	1 day	01/18/06	01/18/06
0%	Develop, Test & Implement Back Office	20 days	01/23/06	02/17/06
0%	Print Sample Notices	2 days	02/17/06	02/20/06
0%	Generate Reports from WebOps	2 days	02/17/06	02/20/06
0%	Provide Access to Police, Court and City Personnel to Webops	1 day	02/20/06	02/20/06
0%	Implement into Production	1 day	02/20/06	02/20/06
0%	Project HandOver to Production	1 day	02/16/06	02/16/06
0%	Schedule Meeting With Ops Manager & PSA	1 day	02/16/06	02/16/06
0%	Submit Processing Requirements for Production	1 day	02/16/06	02/16/06
0%	Obtain Sign-Off From Ops Manager	1 day	02/16/06	02/16/06
0%	Police Personnel Training	5 days	02/24/06	03/02/06
0%	Prepare Training Agenda and Documentation	2 days	02/24/06	02/27/06
0%	Conduct Training	2 days	03/01/06	03/02/06
0%	Submit Training Certificates	1 day	03/02/06	03/02/06
0%	Warning Period	30 days	02/21/06	03/23/06
0%	Warning Letter Period Commences	30 days	02/21/06	03/22/06
0%	Intersections 1-5 Go Live Date	1 day	02/28/06	02/28/06
0%	Intersections 6-10 Go Live Date	1 day	03/07/06	03/07/06
0%	Intersections 10-15 Go Live Date	1 day	03/14/06	03/14/06
0%	Intersections 10-20 Go Live Date	1 day	03/21/06	03/21/06
0%	Ticket Issuance	1 day	03/23/06	03/23/06



D

E

Columbus Focus on Safety Photo Red Light Program

Citations Issued Per Intersection

2006	5829	4th & Mt. Vernon N/B	March 7, 2006
2007	2495	5th & 4th E/B & W/B	March 8, 2006
2008	4273	Cleveland & Spring S/B	June 14, 2006
2009	3067	Henderson & Gettysburg E/B	September 1, 2006
2010	2450	Broad & Sylvan E/B	September 1, 2006
2011	2785	Summit & Chittenden S/B	September 30, 2006
2012	2996	Livingston & Fairwood E/B	October 18, 2006
2013	1628	Town & 4th W/B	February 1, 2007
2014	1939	3rd & Fulton N/B & S/B	February 1, 2007 Posted "No Turn on Red"
2015	775	Broad & Grant E/B	February 27, 2007
Total	28237	4th & Main N/B	October 4, 2007
	15173	Parsons & Frebis N/B	October 4, 2007
	13557	4th & Long N/B	October 8, 2007 Posted "No Turn on Red"
	6793	Main & Eastmoor W/B	November 1, 2007
	8347	Summit & Maynard S/B	November 1, 2007
	10144	Indianola & Cooke S/B	November 21, 2007
	9826	Central & Sullivant S/B	December 31, 2007
	6393	3rd & Main S/B	December 31, 2007
	20380	E. Livingston & Yearling E/B & W/B	June 1, 2011 Posted "No Turn on Red"
	3316	Rey. New Albany & E Broad E/B	June 1, 2011
	11078	Hard & Sawmill W/B	July 8, 2011
	7892	N 4th & Hudson W/B	July 15, 2011
	10159	Roosevelt & Livingston E/B	August 1, 2011
	6175		
	6511		
	4677		
	9132		
	4151		
	6928		
	9480		
	8878		
	2117		
	1168		

March 31, 2015

Reduction in Red Light Crashes per Intersection			
2006	-71%	91%	-40%
2007	-58%	49%	-64%
2008	-60%	54%	-64%
2009	-65%	63%	-48%
2010	-69%	71%	-60%
2011	-62%	71%	-64%
2012	-60%	74%	-70%
			0%
			0%
			0%
			-100%
			-100%
			-100%
			-39%
			-44%
			-100%
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			-75%
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			-88%
			-79%
			-100%
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			-94%
			-89%
			-77%
			-100%
			-94%
			-81%
			-100%
			-90%
			-32%
			0%
			0%
			0%
			-100%
			-100%

F

**THE MODIFICATION AND EXTENSION TO AGREEMENT
BETWEEN CITY OF COLUMBUS AND REDFLEX
TRAFFIC SYSTEM**

This modification is made as of this 5th day of March 2009, by and between the City of Columbus, Ohio (hereafter, "City"), by and through its Director of Public Safety, and Redflex Traffic Systems (hereafter, "Contractor") with its principal place of business at 6047 Bristol Parkway 1st floor, Culver City, California 90230.

WHEREAS, City and Contractor originally entered into a contract for services and related equipment for a three year period which expires March 7, 2009.

WHEREAS, both parties agree that certain modifications to that original contract are required in order to extend this contract and to modify the compensation.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the City and Contractor agree as follows:

1. The term of this modification and extension shall commence on the 7th day of March, 2009 and shall expire on 7th day of March, 2010.
2. Contractor's current base compensation as set forth in Exhibit "D" of the original contract is:

Tier	Definition	% paid to Redflex	%paid to Redflex
1	0-1000/month paid	75%	\$71.25
2	1001-2000/month paid	65%	\$61.75
3	2000+/month paid	50%	\$47.50

The parties agree that the new compensation shall be:

Tier	Definition	% paid to Redflex	%paid to Redflex
1	0-1000/month paid	65%	\$61.75
2	1001-2000/month paid	55%	\$52.25
3	2000+/month paid	40%	\$38.00

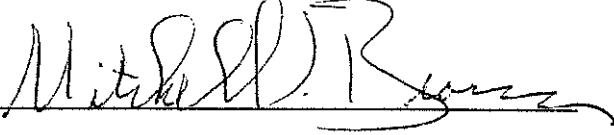
This Modification and Extension to Agreement supplants the original Agreement between City and Redflex. All other terms and conditions of the original Agreement between the City of Columbus and Redflex will remain in full force and effect. If terms and conditions are inconsistent between this modification and the original Agreement documents, this modification will control.

Signed this 5 day of March, 2009.

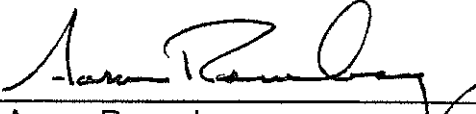


THE CITY OF COLUMBUS, OHIO

Department of Public Safety
Mitchell J. Brown, Director



REFLEX TRAFFIC SYSTEMS, INC.

By: 
Name: Aaron Rosenberg
Title: Executive Vice President

APPROVED AS TO FORM:  Jsh
COLUMBUS CITY ATTORNEY'S OFFICE

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City of Columbus

Legislation Report

Office of City Clerk
90 West Broad Street
Columbus OH 43215-9015
columbuscitycouncil.org

File Number: 0439-2009

Emergency

File ID: 0439-2009

Type: Ordinance

Status: Passed

Version: 1

*Committee: Safety Committee

File Name: Safety Admin-Modification and extension of agreement between City of Columbus and Redflexx Traffic System

File Created: 03/15/2009

Final Action: 04/07/2009

Auditor Cert #:

Auditor: When assigned an Auditor Certificate Number I, the City Auditor, hereby certify that there is in the treasury, or anticipate to come into the treasury, and not appropriated for any other purpose, the amount of money specified hereon, to pay the within Ordinance.

Contact Name/No.: George Speaks-58210

Floor Action (Clerk's Office Only)

Mayor's Action

Council Action

Mayor

Date

Date Passed/ Adopted

President of Council

Veto

Date

City Clerk

Title: To authorize the Director of Public Safety to modify and extend the current contract with Redflex Traffic Systems Inc., for an automated red light enforcement system for the Division of Police, Department of Public Safety; and to declare an emergency: (\$0.00)

Sponsors:

Attachments:



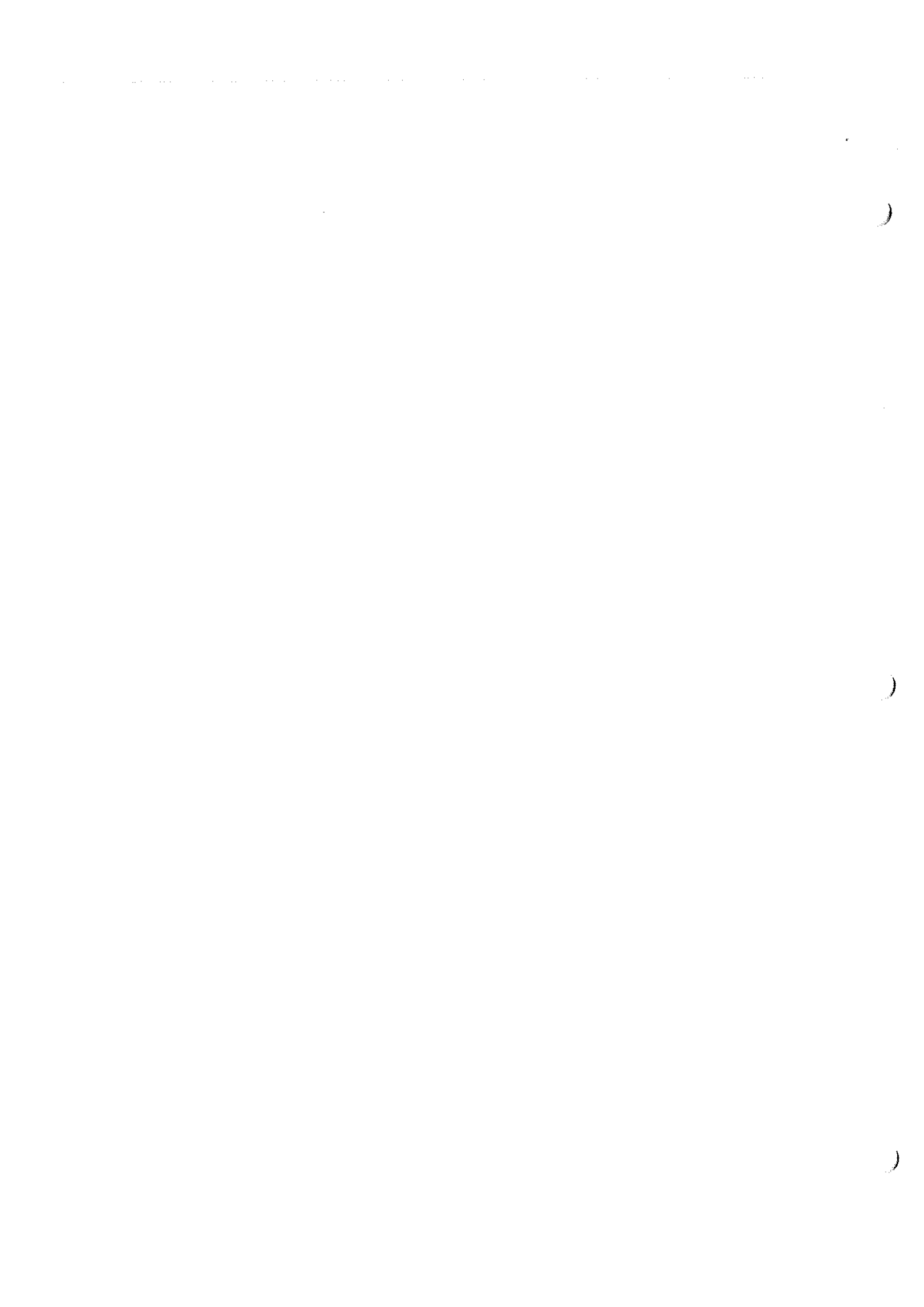
Approval History

Version	Date	Approver	Action



History of Legislative File

Ver.	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Safety Drafter Notes: <i>edd</i>	03/15/2009	Sent for Approval	Safety Reviewer			
1	SAFETY DIRECTOR Notes: <i>MJB/djg</i>	03/17/2009	Reviewed and Approved	Finance Inbox			
1	Finance Reviewer Notes: <i>anheiser</i>	03/18/2009	Reviewed and Approved	Finance Reviewer			
1	Finance Reviewer Notes: <i>djbush</i>	03/18/2009	Reviewed and Approved	FINANCE DIRECTOR			
1	FINANCE DIRECTOR Notes: <i>jstaylor</i>	03/18/2009	Reviewed and Approved	Safety Drafter			
1	Safety Reviewer Notes: <i>djg</i>	03/19/2009	Reviewed and Approved	Auditor Inbox			
1	Auditor Reviewer	03/19/2009	Reviewed and Approved	Auditor Reviewer			
1	CITY AUDITOR Notes: <i>HJD/bam</i>	03/19/2009	Reviewed and Approved	Safety Drafter			
1	Safety Reviewer Notes: <i>djg</i>	03/19/2009	Reviewed and Approved	EBOCO Inbox			
1	EBOCO Reviewer Notes: <i>David Clouston</i>	03/23/2009	Sent for Approval	EBOCO DIRECTOR			
1	EBOCO DIRECTOR Notes: <i>ffy</i>	03/23/2009	Reviewed and Approved	Safety Drafter			
1	Safety Reviewer Notes: <i>djg</i>	03/24/2009	Reviewed and Approved	Atty Inbox			
1	CITY ATTORNEY Notes: <i>jsg</i>	03/24/2009	Reviewed and Approved	Safety Drafter			
1	Safety Reviewer Notes: <i>djg</i>	03/25/2009	Sent to Clerk's Office for Council	City Clerk Inbox			
1	COUNCIL PRESIDENT	04/06/2009	Signed				
1	Columbus City Council	04/06/2009	Approved				Pass
1	MAYOR	04/07/2009	Signed				
1	CITY CLERK	04/07/2009	Attest				



EBOCO: Following review and approval, when required, the Equal Business Opportunity Commission Office certifies compliance with Title 39 as of date listed.

City Attorney: Following review and approval, when required, this ordinance has been reviewed by the City Attorney's Office as to its form and legality only.

Explanation

BACKGROUND: This legislation authorizes the Director of Public Safety to modify and extend the existing contract with Redflex Traffic Systems for automated red light enforcement system. The City entered into a contract with Redflex Traffic Systems Inc. via ordinance 1015-2005 passed on 10/20/2005 for services and related equipment for a three year period which expired March 7, 2009. The original contract allowed for a one year extension of the terms of the contract. This legislation authorizes the Safety Director first to modify the terms of the original agreement and to extend the agreement from March 7, 2009 to March 7, 2010. The agreement is being modified to increase the current base of the City's compensation by ten percent.

The City of Columbus contracted with Redflex Traffic Systems Inc in 2005 to help resolve the ongoing problem of motorists disobeying traffic control signals that have contributed to significant number of motor vehicle crashes. This agreement has assisted the city in increasing compliance with traffic control devices and reduced injuries at heavily traveled intersections.

Contract Compliance Number: 943292233.

Emergency Designation: Extended negotiations have resulted in an agreement over compensation that needs immediate implementation and extend a contract that expired in March 2009.

FISCAL IMPACT: This ordinance does not authorize an expenditure of funds. The contractor's compensation consists of a percentage per citation paid based on a variable fee model. This model has been modified to increase the city's share by ten percent. There is no fiscal impact on General Fund expenditures. Revenues collected under this contract since the inception of the program is \$1,441,758.

Title

To authorize the Director of Public Safety to modify and extend the current contract with Redflex Traffic Systems Inc., for an automated red light enforcement system for the Division of Police, Department of Public Safety; and to declare an emergency: (\$0.00)

Body

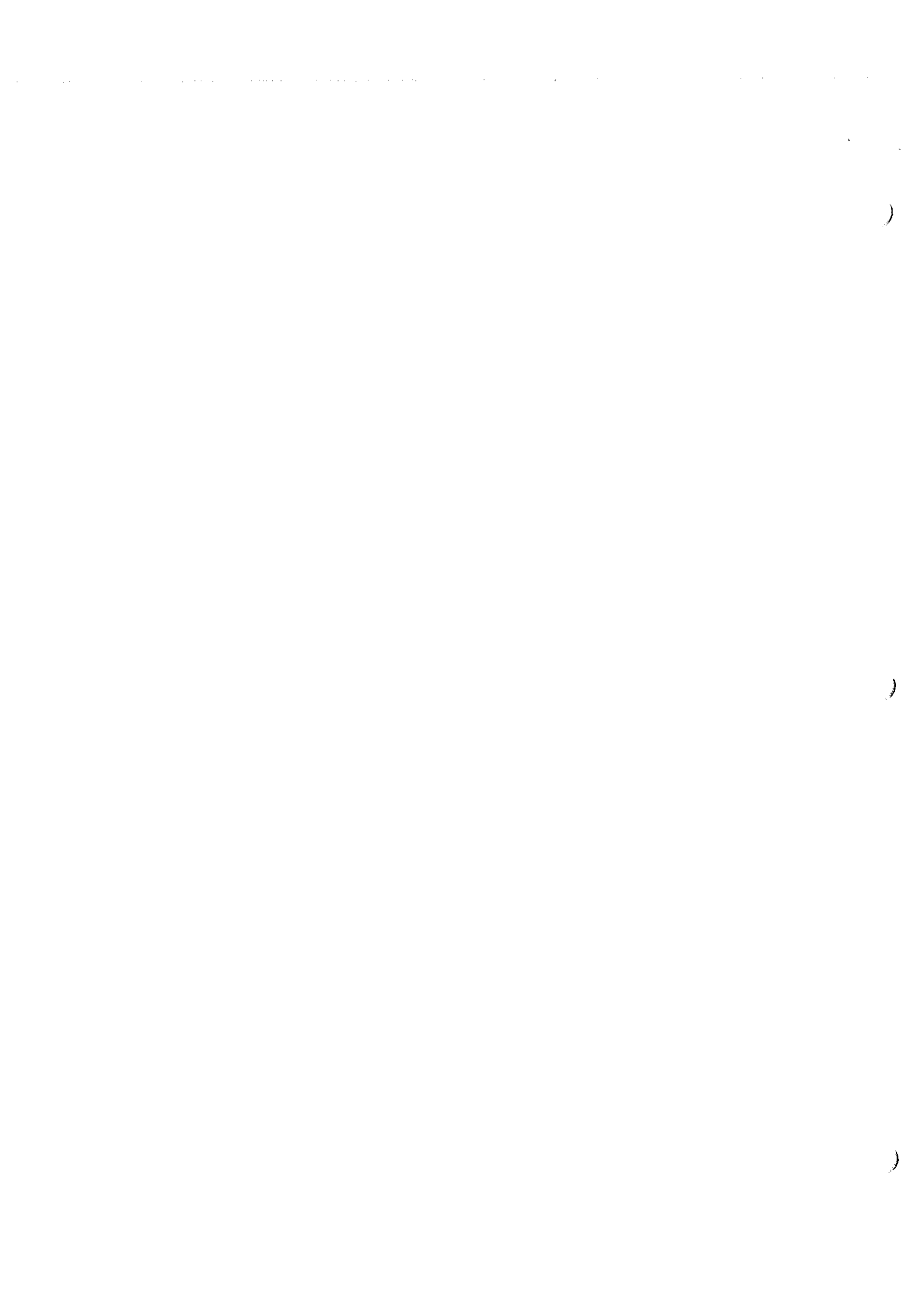
WHEREAS, the City contracts for automated red light enforcement with Redflex Traffic Systems Inc., via ordinance 1015-2005 passed on October 20, 2005; and

WHEREAS, both parties agree that certain modifications to the original contract are required in order to extend this contract and to modify the compensation; and

WHEREAS, the term of this modification and extension shall commence on the 7th day of March, 2009 and expire on 7th day of March, 2010; and

WHEREAS, an emergency exists in the usual daily operation of the Division of Police, Department of Public Safety, in that it is immediately necessary to modify and extend the current contract with Redflex Traffic Systems Inc. so that automated red light enforcement can continue without interruption, thereby preserving the public health, peace, property, safety and welfare; Now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS



SECTION 1. That the Director of Public Safety is hereby authorized to modify and extend the existing contract ~~between the City and Redflex Traffic Systems Inc. for the Division of Police's automated red light enforcement.~~

SECTION 2. That the term of this modification and extension shall commence on the 7th day of March, 2009 and shall expire on the 7th day of March 2010

SECTION 3. That this modification and extension agreement supplants the original agreement between the City and Redflex. All other terms and conditions of the original agreement between the City of Columbus and Redflex will remain in full force and effect. If the terms and conditions are inconsistent between this modification and the original agreement documents, this modification will control.

SECTION 4. That the City Auditor is hereby directed to continue use of the special revenue fund for the deposit of revenue generated by automated red light enforcement for the use for public safety expenses.

SECTION 5. That for the reasons stated in the preamble hereto, which is hereby made a part hereof, this ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and approval by the Mayor, or ten days after passage if the Mayor neither approves nor vetoes the same.



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Recommendations of Limited Expansion of the “Focus on Safety” Photo Red Light Program



By:
Mitchell J. Brown
Director
Department of Public Safety
50 W. Gay Street, 2nd Floor
Columbus, Ohio 43215

3/17/2010

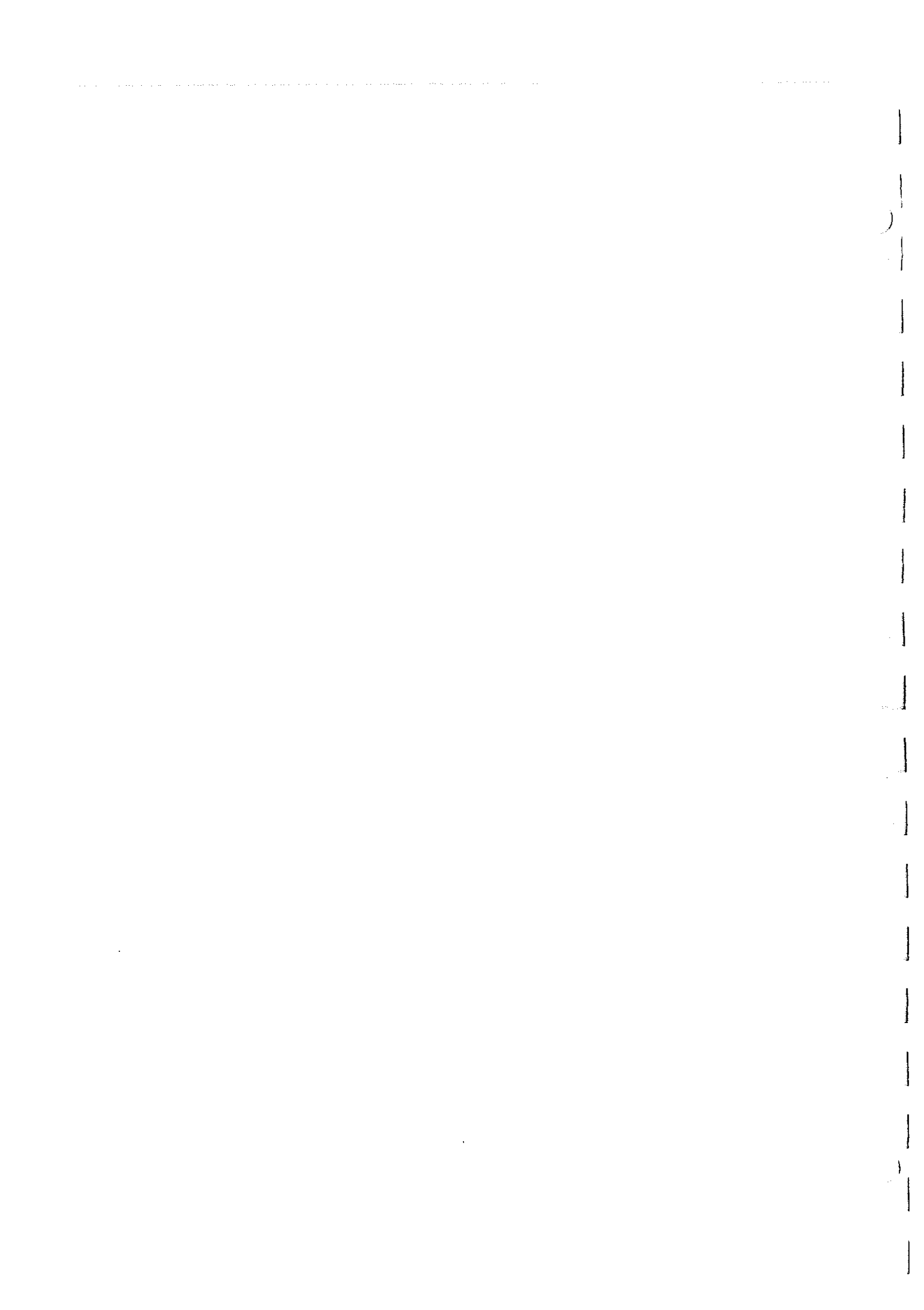
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- E. CITY OF COLUMBUS/REDFLEX REVENUE SPLIT



INTRODUCTION AND EXECUTIVE SUMMARY

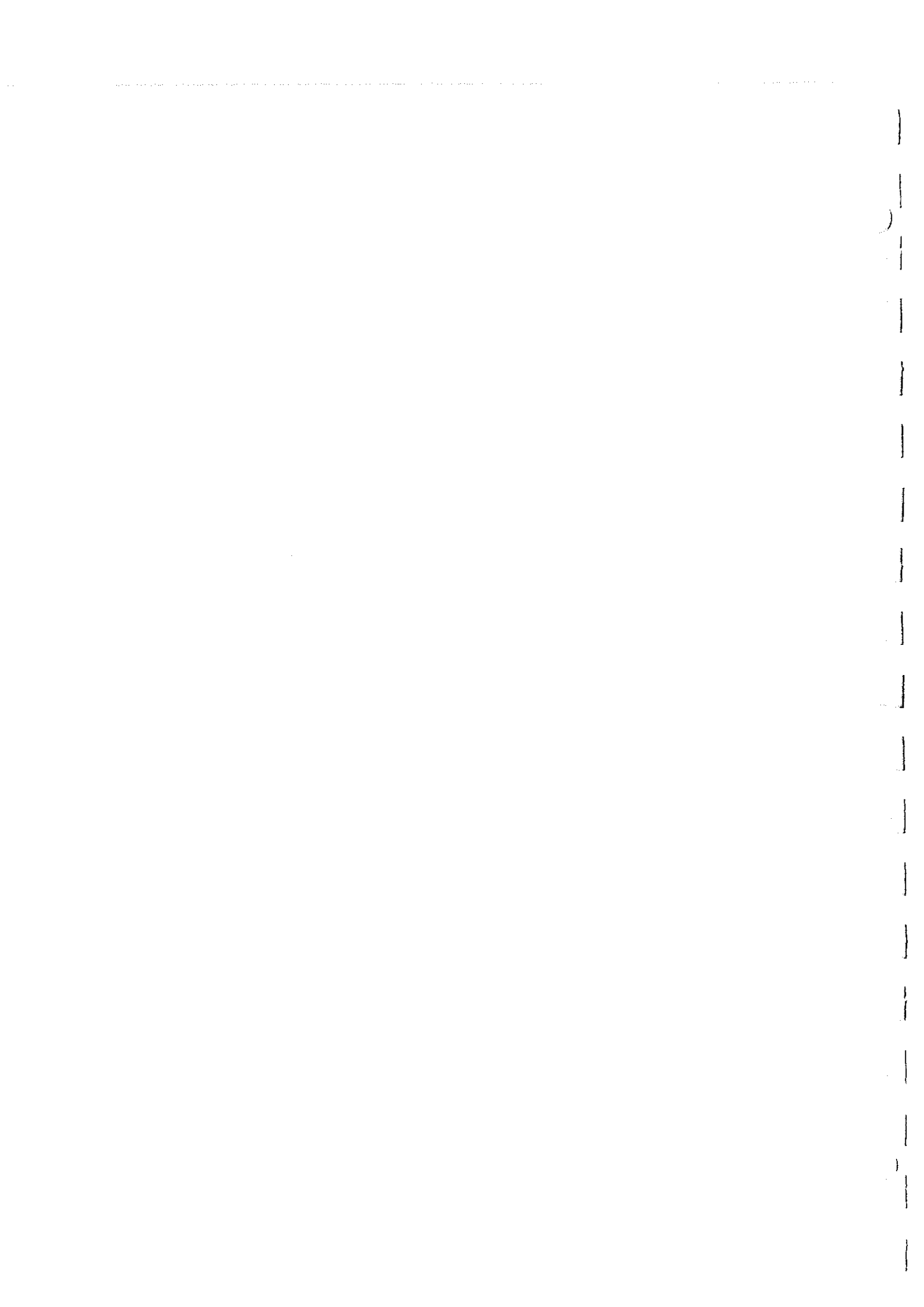
According to the Insurance Institute for Highway Safety, 762 people were killed and an estimated 137,000 injured in 2008 due to accidents that involved red-light running. About half those victims were innocents—pedestrians or occupants of cars hit by red-light runners. To combat red light runners, the Columbus Division of Police instituted the “Focus on Safety” Photo Red Light Camera program. The goal of this program is to save lives and decrease injury and property damage by reducing deadly right-angle crashes caused by drivers who attempt to “beat the light.”

The success of the Columbus program is empirically demonstrated by a dramatic change in driver behavior as shown by the overall reduction in the running of red lights and significant decrease in crashes at photo equipped intersections. The purpose of this memorandum is to advocate for a limited expansion of this outstanding public safety program.

It is recommended that the City enter into the attached “Second Modification and Extension To Agreement Between Columbus and REDFLEX Traffic System” which will accomplish the following:

- a. Expand photo red light enforcement from our current 20 systems to 40.
- b. Do not retrofit our existing nor introduce new fixed speed cameras at any intersections.
- c. Utilize two mobile speed vehicles to patrol areas where children assemble, i.e. school zones, parks, playgrounds, and pools. If successful, the City would have the option of obtaining two additional mobile speed vehicles. The vehicles will be provided at no upfront cost with the exception of the automated license plate readers. This technology will instantaneously alert the officer if a license plate is registered to an owner who has outstanding criminal warrants for crimes such as those against children as well as Amber Alerts.
- d. The fixed red-light systems (new and existing) and the mobile speed systems shall be installed and maintained with no upfront or initial costs to the City.
- e. The City will receive a greater share of revenue from the vendor and will have the most favorable contract pricing in the State of Ohio for a system that does not utilize fixed speed enforcement at intersections.
- f. Extend the contract with our vendor from 2010 to 2013. Thereafter, the City would also have the option of extending in 2014 and 2015.

This memorandum will provide a brief history and background of our Focus On Safety program, review our outstanding results of effectiveness, will note distinguishing characteristics of our program from others, will review the above recommendations, and propose an implementation process.



BRIEF HISTORY AND BACKGROUND

The Division of Police researched, engaged in site visits, vendor interviews, and a lengthy RFP process in recommending a photo red light vendor. In October of 2005, after a number of public hearings and much discussion, City Council approved the ordinance to implement a photo red light system.

Camera site selection was generally based on two criteria: ranking of dangerous intersections and constructability. The first cameras were activated on March 7, 2006 and the last of the twenty cameras were activated December 31, 2007. During this construction phase, the parties learned from each other and came to agreement concerning a number of items such as the requirements for the submission and review of drawings/designs, protocols and construction methods, professional engineer stamp specifications, exact traffic control plans, work hour restrictions, etc.

Once the camera poles, camera, and flash are in place and connected to in-ground sensors, they are connected to the traffic signal. A vehicle running the red light will trigger the sensors which will take multiple photos and a 12-second video. These digital images are sent through a secure transmission to the vendor who will carefully review the images and discard things such as unclear photos. The vendor ensures a complete evidence case is constructed which is comprised of clear pictures, video, and vehicle license information. Thereafter, Columbus police officers review the images and decide whether to issue citations. These citations are civil fines and not criminal violations. Therefore, no points on driver's license or warrants for arrest will issue if the fines are not paid. However, unpaid citations are turned over to a collection agency.

OUTSTANDING, PROVEN RESULTS OF DECREASING ACCIDENTS AND THE RUNNING OF RED LIGHTS

Photo red light systems unquestionably reduce accidents. These results have been documented in numerous studies both in the United States and abroad as well as from the statistics kept by our Division of Police.

The most recent City of Columbus annual report shows an overall annual reduction from 68 to 16 crashes at the camera protected intersections which is tantamount to a 76.3 percent reduction in right-angle crashes (see attachment "B" entitled 2008 Year End Report). For example, the intersection of 3rd and East Main had 18 right-angle crashes from 2003 to 2007 and has had no crashes post camera. Likewise, the success of the cameras is also shown by a decrease of 58.9% in the running of red lights. These cameras have undoubtedly fulfilled their goal to save lives and decrease injury and property damage caused by drivers who attempt to "beat the light."

OUR FOCUS ON SAFETY PROGRAM IS DISTINGUISHED FROM OTHERS

WHERE FIXED SPEED CAMERAS HAVE BEEN BANNED

Despite the success of reducing accidents, some communities across the United States and several within Ohio have recently banned fixed camera systems that fine for speed. For example, the cities of Heath and Chillicothe Ohio passed referendums banning speed/red light cameras. Some communities have viewed the speed cameras as unreasonable revenue generators for hard-up local governments. Moreover, questions have been raised concerning camera locations, manipulating "yellow signal" timing, and a lack of transparency.

Our Focus On Safety program has taken great measures to emphasize safety and to distinguish our program from others. These measures and our commitment to transparency were designed at the start of the program and have served us well. These measures include, but are not limited to, the following: a significant public awareness and education program was initiated prior to implementation of the program; selection of camera sites was based on historical crash data and not data concerning which intersections would produce revenue; significant data has been provided to the press whenever requested; public announcements were always given prior to when camera systems were to begin issuing citations; no fines (just notices) are issued during the first 30 days of a new camera; assurance that yellow- light timing meets and/or exceeds statewide standards; well- marked signage is erected at all of the equipped intersections giving notice of their presence; a trained, experienced police officer and not a civilian reviews the camera footage to determine whether a citation should be issued; and an appeal process was instituted where a person who disagrees with a citation may appeal to a hearing officer and a further appeal may be taken to the Franklin County Municipal Court.

Lastly, a significant distinguishing factor is that our fixed cameras do not issue citations for speed. Despite speed cameras' proven success, it is more pragmatic to not recommend implementation of such a program in Columbus for fear that a backlash would jeopardize the significant success and continuation of the current non-speed program which has greatly decreased crashes and the running of red lights. It must be noted that the City of Dayton is taking a different approach and is currently considering retrofitting their current camera program to also issue speed citations.

Our proven results in reducing crashes and citations as well as our transparency efforts have not shielded us from all detractors. This program works on the common sense principle of negative reinforcement. A motorist is charged a fine for running the red light. This fine creates a disincentive to race through the yellow light again because the driver knows they will be caught. This fine also creates detractors.

This fine also generates much needed revenue which has gone directly back to the Department of Public Safety to subsidize such items as the purchase of police cruisers and our Police Summer Strike Force Initiative. Safety and transparency must remain our primary focus; however, we

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must seek a larger share of the revenue from the vendor in order to better fund public safety initiatives.

RECOMMENDATION REGARDING EXPANSION

With our goals of safety, transparency and seeking a larger share of money from our vendor, the following recommendations will be discussed:

- a. Expand photo red light enforcement from our current 20 systems to 40.

The City of Columbus has in excess of 15,000 intersections, of which approximately 1,008 are signalized and of which 18 are equipped with photo red light technology. As noted above, the 20 cameras at these 18 intersections have significantly increased safety. The next 20 cameras will undoubtedly do the same. Moreover, we will take the same transparent steps we did before: intersections will be selected based on a determination and ranking of the most dangerous; well marked signage will be erected; notice will be provided as to when the cameras will be activated; a 30 day grace period will again be given; and the same appeal process will be utilized.

- b. Do not retrofit our existing nor introduce new fixed speed cameras at any intersections.

Numerous studies in both the United States and abroad show speed cameras decrease accidents. Despite this success, it is not recommended that we convert our existing cameras nor implement new fixed cameras that issue speed citations for fear of a backlash that may possibly jeopardize the continuation of our current program which has changed driving behavior as shown by both less deadly right- angle crashes and citations for running red lights. This fear is underscored by a multi-year study of the red light camera program in Virginia Beach which found red light running violations more than tripled after the law permitting the city to use red light cameras was allowed to expire in 2005. Results showed that red light cameras provided a strong deterrent against red light running and that once the cameras were turned off, aggressive drivers returned to their old habits (Dr. Bryan Porter, Old Dominion University, 2007).

- c. Utilize two mobile speed vehicles to patrol areas where children assemble, i.e. school zones, parks, playgrounds, and pools. If successful, the City would have the option of obtaining two additional speed vans. The vehicles will be provided at no upfront cost with the exception of the automated license plate readers. This technology will instantaneously alert the officer if a license plate is registered to an owner who has outstanding criminal warrants for crimes such as those against children as well as Amber Alerts.

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While fixed camera speed enforcement at intersections throughout our City is not recommended, mobile speed vehicle enforcement is recommended in areas where children assemble. Specifically, these mobile speed vans will be deployed in school zones (of which there are over 200 in the City of Columbus), parks, playgrounds, and pools.

Studies show that school zone camera mobile speed enforcement decreases speeds. For example, six months after implementation of mobile speed cameras on residential streets and school zones in Montgomery County, Maryland, in 2007, the proportion of drivers exceeding speed limits by more than 10 mph declined by about 70 percent. (Evaluation of Automated Speed Enforcement in Montgomery County, Maryland, by the Insurance Institute for Highway Safety (2008)).

Not only is speed decreased, but the decrease is sustained over time. According to a United States Department of Transportation study entitled "Automated Speed Enforcement in School Zones in Portland, Oregon," not only did speeding decrease but "speed reduction effects achieved at the demonstration school zones lasted for at least a full month after ASE (Automated Speed Enforcement) ceased." (see attachment "D" entitled "Traffic Safety Facts" by the National Highway Traffic Safety Administration).

Lastly, a study of speed cameras in 10 school zones in New South Wales, Australia, found overall reductions in traffic speeds not only in the school zones but also on the roads approaching the school zones (Evaluation of Speed Cameras in 40 km/h School Speed Zones, Roper, 2005).

Hopefully, these same results of speed reduction over a sustained period of time will occur at and around the areas where our children go to school, play, and socialize.

The vehicle utilized for children's area speed enforcement will be a Ford Escape Hybrid which will be marked with Division of Police insignia. It will be equipped with three items not available to our Police Motorcycle Traffic Unit.

First, the vehicle is equipped with sophisticated radar and cameras which will capture evidence in high-resolution digital stills with full motion video.

Second, a towing hitch is attached to the vehicle which will allow for deployment of portable speed display boards.

Lastly, an automated license plate reader will be installed. This technology will instantaneously alert the police officer if a license plate is registered to an owner who has outstanding criminal warrants for crimes such as those associated with being a pedophile.

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Likewise, it will instantaneously notify the police officer should an Amber Alert be assigned to the passing vehicle.

RECOMMENDATION REGARDING REVENUE SPLIT AND COSTS WITH VENDOR AND EXTENSION OF CONTRACT

Safety must remain our primary focus; however, we must also seek a larger share of the revenue from our vendor Redflex. This revenue is earmarked pursuant to City ordinance to fund public safety initiatives. The recommended contract accomplishes this goal.

The City will receive a far greater share of revenue of each citation from the vendor and will have the most favorable contract pricing in the State of Ohio for a system that does not utilize fixed camera speed enforcement at intersections. Historically, the City has split revenue between the vendor based on the number of paid citations per month. From May of 2006 to January of 2010, this has resulted in an overall approximate split of 68.5% to our vendor Redflex (\$4,479,861) and 31.5% to the City (\$2,061,002) (see attachment "E" entitled City of Columbus/Redflex Revenue Split).

The proposed contract would eliminate the tiered system and put in place a flat percentage split for all paid citations. Specifically, Redflex will receive only 38% of the fines paid (or \$36.10 out of \$95) from systems installed on or before January 1, 2010. On all systems installed after January 1, 2010, Redflex will receive 45% of the fines paid (or \$42.75 out of \$95).

This proposed revenue split is not only far better than what Columbus has historically received but it is also the most favorable split in the State of Ohio for a comparable system. By comparison, a review of over a half dozen Ohio municipalities that do not issue fixed speed citations reveals that the vendor receives a high of 75% to a low of 55% of the citation.

In addition to the much improved revenue split, it must be underscored that the fixed red-light systems (new and existing) and the mobile speed systems shall be installed and maintained by the vendor with no upfront or initial costs to the City. With respect to the mobile speed vehicle, routine maintenance and fuel shall be the responsibility of the City.

Lastly, the contract with Redflex would be extended from 2010 to 2013. Thereafter, the City would also have the option of extending in 2014 and 2015. Retaining the current vendor is recommended for a number of reasons.

First, extending this contract will retain our current cameras and expedite the implementation of the new. The current 20 cameras are Redflex's property. Should the contract be severed, then the current infrastructure would have to be dismantled and replaced by the new vendor. The current camera infrastructure took twenty two months or a little more than a month per camera

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to put into place. Moreover, current cases in the system would need to be electronically transferred to a new vendor which is always technologically challenging.

Second, Redflex is now very knowledgeable of the City's construction plan process so that implementing 20 new cameras will be accomplished smoothly and more swiftly than the first set. A new vendor would undoubtedly have a steep learning curve to overcome and thus would not be able to install the new infrastructure as efficiently and quickly.

Third, our police officers are already well trained to utilize and very much like the Redflex computer system.

Fourth, since the initial construction of the camera infrastructure, Redflex has now recouped much of its initial start-up costs associated with the first 20 cameras. Therefore, we are able to negotiate a much larger percentage split of revenue for the City as discussed above.

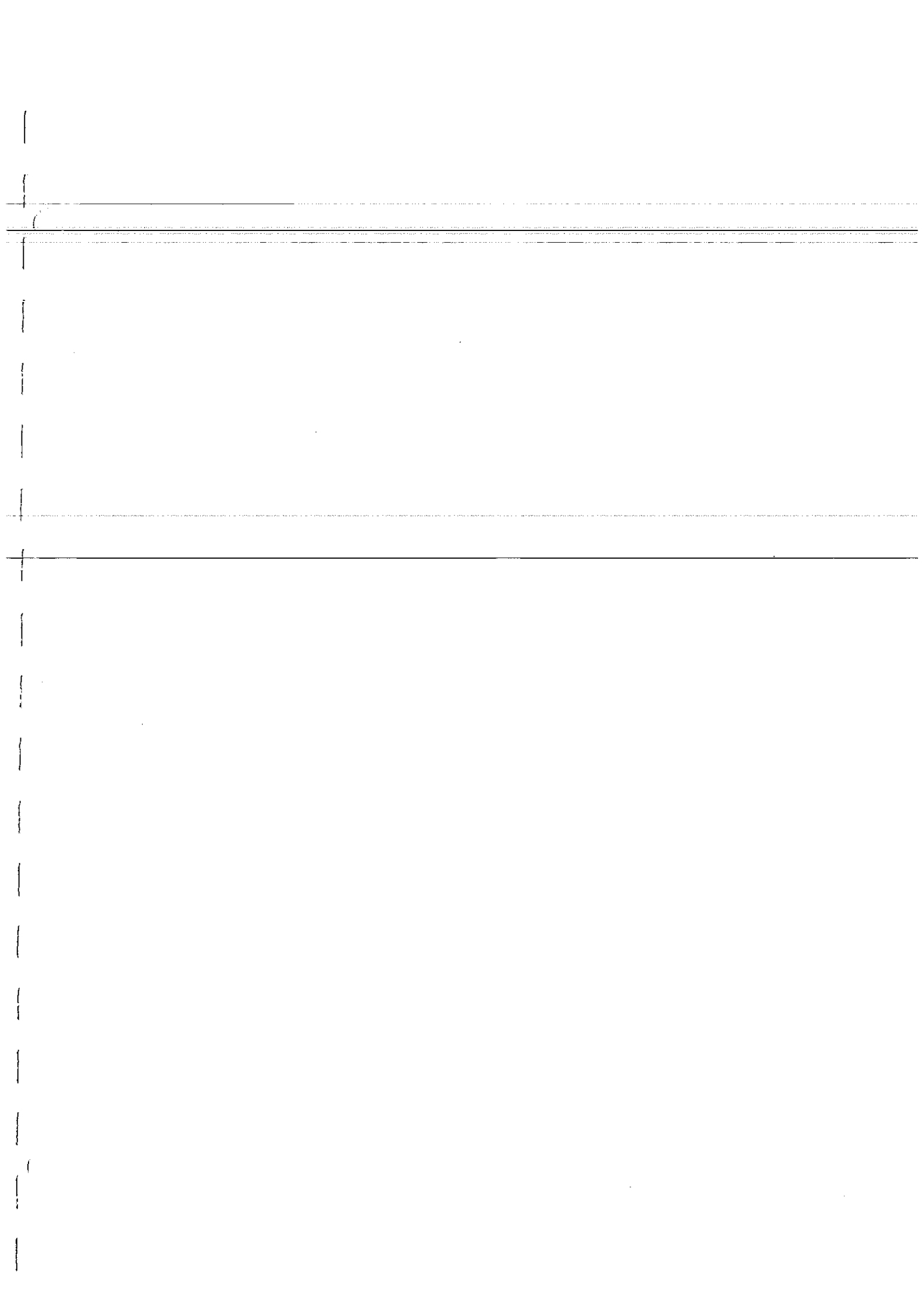
IMPLEMENTATION PROCESS

A number of items must be accomplished should this recommendation be approved. First, in collaboration with traffic engineers from the Department of Public Service and traffic officers from the Division of Police, multi-year data will again be collected and analyzed to identify the most dangerous intersections. Once identified, constructability will be reviewed and engineering and plan review will take place prior to implementing construction. Concomitantly, the Columbus City ordinance must be amended to allow for civil citations for speeding in or very near school zones, parks, pools, and playgrounds. Lastly, the mobile speed vehicles must be ordered and delivered and our police officers trained in their utilization. A public awareness and education program will be developed concerning the dangers of speeding near schools, municipal parks, and playgrounds. The mobile speed camera program will begin after the initiation of the public awareness and education program. It is our goal to begin mobile speed enforcement by late summer 2010 and be ready for the upcoming school year.

CONCLUSION

For the above stated reasons, it is respectfully recommended that the Director of Public Safety be given authority to enter into a "Second Modification and Extension To Agreement Between Columbus and REDFLEX Traffic Systems."

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Explanation

BACKGROUND: The “Focus On Safety” Photo Red Light Camera program saves lives and decreases injury and property damage by reducing deadly right-angle crashes caused by drivers who attempt to “beat the light.” The success of the Columbus program is demonstrated by a dramatic change in driver behavior as shown by a significant decrease in crashes at photo equipped intersections and an overall reduction in the running of red lights. The purpose of this ordinance is to allow the Director of Public Safety to contract for a limited expansion of the public safety program by doubling the camera systems from 20 to 40 and to introduce mobile speed camera vehicle equipped with automated license plate reader to patrol school zones, parks, playgrounds, and pools.

Title

To authorize the Director of Public Safety to modify and extend the contract with Redflex Traffic Systems, Inc. for the continuation, maintenance, and limited expansion of the focus-on safety photo red light enforcement program; to waive the competitive bidding requirements of Columbus City Code; and authorize the expenditure of \$31,200.00 from the Photo Red Light Fund. (\$31,200.00)

Body

WHEREAS, the City of Columbus has in excess of 15,000 intersections of which approximately 1008 are signalized and of which 18 are equipped with photo red light cameras; and

WHEREAS, the photo red light camera system saves lives by reducing deadly right-angle crashes due to drivers attempting to “beat the light”; and

WHEREAS, the success of the Columbus system is demonstrated by a dramatic decrease in driver behavior as shown by an average overall annual reduction from 68 to 16 crashes at camera protected intersections which is tantamount to a 76.3 percent reduction of right-angle crashes; and

WHEREAS, the success of the Columbus system is also demonstrated by an overall reduction of 58.9 percent in red light violations; and

WHEREAS, expanding the systems from 20 to 40 should result in the same outstanding public safety benefits; and

WHEREAS, it is not recommended to retrofit our existing photo red light cameras nor introduce new fixed speed cameras at any location; and

WHEREAS, the Columbus system will utilize mobile speed vehicles to patrol areas where children assemble, i.e. school zones, parks, playgrounds, and pools; and

— — — — —

WHEREAS, the Director of Public Safety is authorized to modify and extend the contract with the RedFlex Traffic Systems from the period 2010 to 2013 with additional options; and

WHEREAS, it is necessary to waive the competitive bidding provisions of the Columbus City Code, 1959 so that continuity of these specialized services are maintained; and

WHEREAS, the City of Columbus will receive a greater share of revenue from the vendor's; and

WHEREAS, this ordinance shall take effect and be in force from and after the earliest period allowed by law; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS, OHIO:

Section 1. That the Director of Public Safety is authorized to modify and extend the contract with RedFlex Traffic Systems, Inc. of Scottsdale, Arizona for the continuation, maintenance, and limited expansion of the focus on safety photo red light enforcement program.

Section 2. That for the purpose specified in Section 1, an expenditure of \$31,200.00, or so much thereof as may be necessary, is hereby authorized to be expended from the Photo Red Light Fund in order to purchase up to four automatic license plate reader systems.

Section 3. To waive the competitive bidding provisions of Chapter 329 of the Columbus city Codes, 1959.

Section 4. That this ordinance shall take effect and be in force from the earliest period allowed by law.

SECOND MODIFICATION AND EXTENSION TO AGREEMENT BETWEEN CITY OF COLUMBUS AND REDFLEX TRAFFIC SYSTEM

This Second Modification is made as of this ___ day of April 2010, by and between the City of Columbus, Ohio (hereafter, "City"), by and through its Director of Public Safety, and Redflex Traffic Systems (hereafter, "Contractor") with its principal place of business at 6047 Bristol Parkway 1st floor, Culver City, California 90230.

WHEREAS, City and Contractor originally entered into a contract in 2006 for services and related equipment for a three year period which expired in 2009 and at the City's discretion was extended for an additional 12 month period.

WHEREAS, both parties agree that certain modifications to that original contract are required in order to extend this contract and to modify the scope and compensation.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the City and Contractor agree as follows:

1. The term of this modification and extension shall be for an additional three year period and shall expire on ___ day of April, 2013 and whereby the City shall have the right, but not the obligation, to extend the Term of this Agreement for up to two (2) additional consecutive and automatic one (1) year periods following the expiration of the 2013 Term.
2. The Contractor will be SAS70 compliant by November 2012. In the event that Contractor fails to be compliant by November 2012, Contractor shall pay liquidated damages to the City in an amount equal to \$50,000. Contractor and City expressly agree that such amount of liquidated damages is intended to compensate the City for its losses occasioned by Contractor's failure to adhere to the contract. The parties expressly agree that the liquidated damages clause set forth herein is not in any manner intended to constitute a penalty. In addition, the parties expressly agree that any actual damages would be uncertain as to amount and difficult of proof; that this Contract as a whole, along with all Exhibits hereto, is not so manifestly unconscionable, unreasonable, and disproportionate in amount as to justify the conclusion that it does not express the true intention of the parties; and that this Contract is consistent with the conclusion that it was the intention of the parties that damages in the amount stated should follow the breach thereof. Contractor expressly agrees that it waives any and all rights to challenge, in any court or other tribunal, any assessment of liquidated damages in the vent of its non-performance of its duties under this paragraph. Nothing herein shall preclude the city from seeking additional damages to which it may be entitled, if any, under the law.
3. Scope. The Contractor and the City shall mutually agree to install, maintain and operate a comprehensive photo enforcement program with a scope to include:

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3.1. Up to an additional twenty (20) red-light enforcement systems, for a total of forty (40) operational red-light enforcement systems.

3.2. Up to four (4) mobile speed systems (vehicle is currently a Hybrid Ford Escape) to be deployed where children assemble such as school zones, parks, playgrounds, and pools. The City intends to utilize two vehicles and will evaluate after a due diligence interim as to whether an additional two vehicles will be needed. City may alter the exterior of the vehicle with Division of Police insignia and emergency lighting and may make needed changes to the interior for purposes of communications equipment, etc. City shall provide fuel and routine maintenance; Contractor shall be responsible for non-routine maintenance.

3.3 The City will have the right to lease at no upfront or initial costs to the City automatic license plate reader systems (ALPR) to be installed in the vehicles. Redflex will provide the hardware, install, maintain, and provide training. This optional service will be provided for an additional annual fee of \$7,800 per unit annually.

3.4 The Fixed Red-Light Enforcement systems (new and existing) and the mobile speed systems shall be installed, and maintained with no upfront or initial costs to the City. The sole revenue to the Contractor is detailed in Section 4.2 below.

3.5 Contractor shall train at no cost to the City any and all requisite City employees.

4. Pricing

4.1. Contractor's current base compensation as set forth in the contract is:

Tier	Definition	% paid to Redflex	%paid to Redflex
1	0-1000/month paid	65%	\$61.75
2	1001-2000/month paid	55%	\$52.25
3	2000+/month paid	40%	\$38.00

4.2. The parties agree that the new compensation shall be the following for Fixed Red-Light Enforcement Systems (New and Existing) and for the Mobile Speed Systems. Specifically, the City shall receive 62% of all revenue for fixed systems installed on or before January 1, 2010 and 55% on systems (fixed or mobile) installed thereafter.

5. Contractor shall establish a relationship with a local business (e.g. bank or grocer) to provide a convenient local payment venue for central Ohio residents to pay their fine.

This Second Modification and Extension to Agreement supplants both the original Agreement and the initial Modification between City and Redflex. All other terms and conditions of the

original Agreement between the City of Columbus and Redflex will remain in full force and effect. If terms and conditions are inconsistent between this modification and the original Agreement documents, this modification will control.

Signed this _____ day of April, 2010.

THE CITY OF COLUMBUS, OHIO

Department of Public Safety

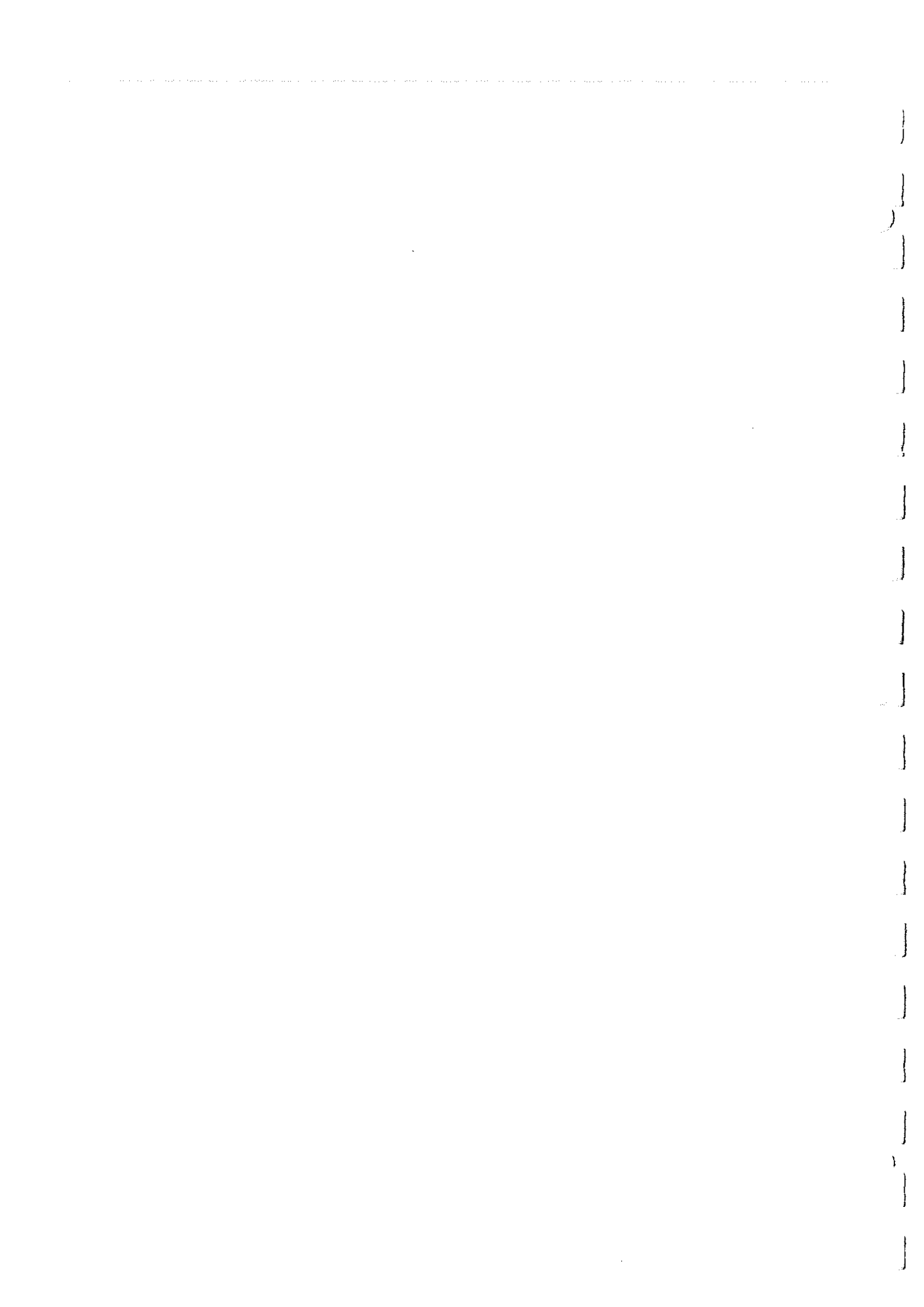
Mitchell J. Brown, Director

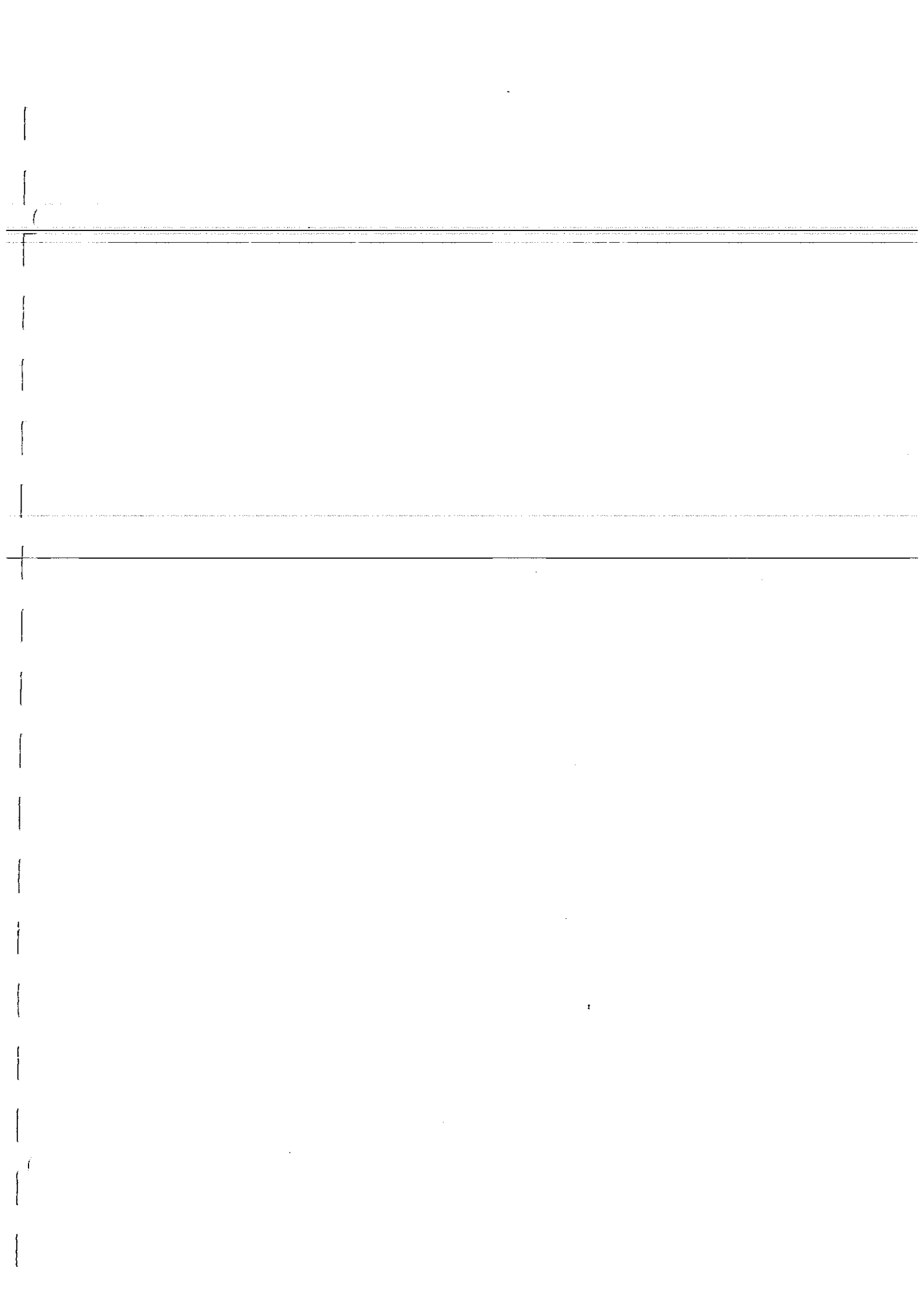
REDFLEX TRAFFIC SYSTEMS, INC.

By: _____

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Title:





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CITY OF COLUMBUS

“FOCUS ON SAFETY”

PHOTO RED LIGHT CAMERA PROJECT



2008 YEAR END REPORT



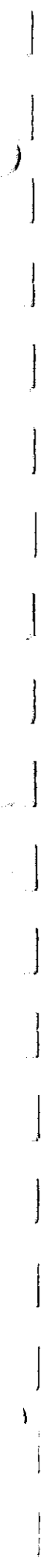


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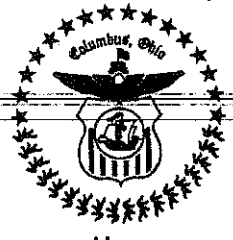




Director
Mitchell J. Brown

City of Columbus
Department of Public Safety

50 W. Gay Street, 2nd Floor
Columbus, Ohio 43215-9035
(614) 645-8210 FAX 645-8268



Mayor
Michael B. Coleman

MESSAGE FROM THE DIRECTOR

I am pleased to report for the third consecutive year, that our City of Columbus "Focus on Safety" photo-red-light enforcement project continues to prove to be outstandingly effective. Twenty cameras are installed at eighteen high-risk intersections. Intersections were chosen based primarily upon the highest incidences of severe right-angle crashes. In some cases, constructability issues forced the selection of sites lower on that list of high-risk locations identified.

The photo red light camera system saves lives by reducing deadly right-angle crashes due to drivers attempting to "beat the light." The success of this system is demonstrated by a dramatic change in driver behavior as shown by an average overall annual reduction from 68 to 16 crashes at the camera protected intersections which is tantamount to a 76.3 percent reduction of right-angle crashes. For example, the intersections of South Third Street and East Main Street had 18 right-angle crashes from 2002 to 2007 and had no (zero) crashes post camera installation (see page 26). Moreover, there has not been an increase in rear-end crashes known as Assured Clear Distance Accidents (ACDA) at these camera locations. In fact, there were 21 ACDA crashes at these intersections in 2008 compared to a combined annual ACDA crash rate of 27.4 prior to camera installation (See page 27).

The reduction of Notices of Liability sent out in December of 2008 compared to the number in the first month of operations for each intersection demonstrates that there is a significant decrease in the number of red light violations. Comparing the number of notices issued during the 30-day warning period when the cameras are first activated versus the number of notices issued during December 2008, there were 3900 fewer Notices of Liability than warning letters. This represents an overall reduction of 58.9 percent.

The City of Columbus received approximately \$820,041.00 from the payment of fines associated with Notices of Liability. (See page 22). These funds were used to subsidize various Public Safety Initiatives such as the purchase of police cruisers and our Police Strike Force Initiative.

.....Division of Fire.....3675 Parsons Avenue.....Columbus, Ohio 43207-4054.....(614) 645-8308.....FAX 645-3040
.....Division of Police.....120 Marconi Boulevard.....Columbus, Ohio 43215-0009.....(614) 645-4545.....FAX 645-4551
..... Division of Support Services.....220 Greenlawn Avenue.....Columbus, Ohio 43223-2694.....(614) 645-7710.....FAX 645-4819

THE CITY OF COLUMBUS IS AN EQUAL OPPORTUNITY EMPLOYER

With respect to appeals, 507 administrative hearings were requested out of the 38,182 notices issued – fewer than 1.5 percent. The Administrative Law Judges found 436 individuals or 86 percent of those people requesting hearings to be responsible for the violation. The appeals hearings resulted in 71 dismissals of liability or 14 percent.

These dismissals do not imply errors on the part of the system. Rather, the Hearing Officers take into consideration mitigating or extenuating circumstances not observable in the photographs and videos of the violations. (See page 23).

I would be remiss if I did not thank our vendor, Redflex Traffic Systems, whose camera system we utilize without any upfront investment of public dollars on the part of the City of Columbus.

In closing, drive safely and do not try to “beat the light.”

A handwritten signature in blue ink, appearing to read "M. J. Brown". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mitchell J. Brown, Director of Public Safety

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CITY OF COLUMBUS

“FOCUS ON SAFETY”

We have equipped 18 high risk intersections with 20 cameras.

Location	Date Activated
4 th Street & Mt. Vernon Ave. (NB)	March 7, 2006
5 th Avenue & 4 th Street (WB)	March 7, 2006
5 th Avenue & 4 th Street (EB)	March 8, 2006
Cleveland Ave & Spring Street (SB)	June 14, 2006
Henderson Road & Gettysburg Road (EB)	September 1, 2006
Broad Street & Sylvan Avenue (EB)	September 1, 2006
Summit Street & Chittenden Avenue (SB)	September 30, 2006
Livingston Avenue & Fairwood Avenue (EB)	October 18, 2006
Town Street & 4 th Street (WB)	February 1, 2007
3 rd Street & Fulton Street 01 (SB)	February 1, 2007
3 rd Street & Fulton Street 02 (SB)	February 1, 2007
Broad Street & Grant Avenue (EB)	February 27, 2007
4 th Street & Main Street (NB)	October 4, 2007
Parsons Ave. & Frebis Avenue (NB)	October 4, 2007
4 th Street & Long Street (NB)	October 8, 2007
Main Street & Eastmoor Avenue (WB)	November 1, 2007
Summit Street & Maynard Avenue (SB)	November 1, 2007
Indianola & Cooke/Overbrook (SB)	November 21, 2007
Central Avenue & Sullivant Avenue (SB)	December 31, 2007
3 rd Street & Main Street (SB)	December 31, 2007

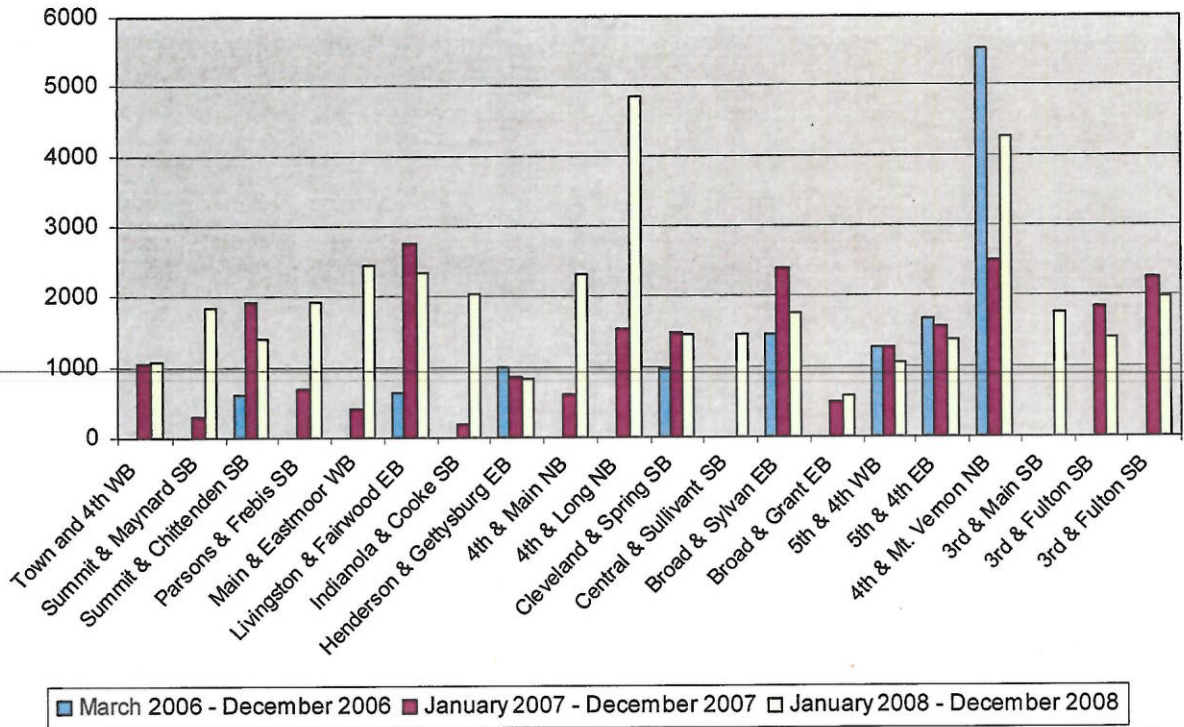
Red light running has been significantly reduced (See page 6). Specifically, when comparing the number of notices issued during the 30-day warning period when the cameras are first activated versus the number of notices issued during the last 30-days of December, there were over 3,900 fewer citations issued. This represents an overall reduction of 58.9 percent. Likewise, reductions increase over time as demonstrated by the 27 percent decrease in citations when comparing the 4th quarter of 2007 with the 4th quarter of 2008. The notices issued at individual intersections during each month of the project are depicted in the enclosed bar graphs (See pages 7-17).

REDUCTION IN NOTICES ISSUED

LOCATION	Activation Date	Notices Issued 1st 30 days	Notices Issued Last 30 Days December 08	Difference	Change
Town Street & 4th Street (WB)	2/1/2007	124	89	-35	-28.2%
Summit Street & Maynard Avenue (SB)	11/1/2007	168	162	-6	-3.6%
Summit Street & Chittenden Avenue (SB)	9/30/2006	189	141	-48	-25.4%
Parsons Avenue & Frebis Avenue (NB)	10/4/2007	331	156	-175	-52.9%
Main Street & Eastmoor Avenue (WB)	11/1/2007	266	169	-97	-36.5%
Livingston Avenue & Fairwood Avenue (EB)	10/18/2006	333	146	-187	-56.2%
Indianola Avenue & Cooke/Overbrook (SB)	11/21/2007	202	137	-65	-32.2%
Henderson Road & Gettysburg Road (EB)	9/1/2006	676	39	-637	-94.2%
4th Street & Main Street (NB)	10/4/2007	320	143	-177	-55.3%
4th Street & Long Street (NB)	10/8/2007	848	354	-494	-58.3%
Cleveland Avenue & Spring Street (SB)	6/14/2006	155	103	-52	-33.5%
Central Avenue & Sullivant Avenue (SB)	12/31/2007	111	133	22	19.8%
Broad Street & Sylvan Avenue (EB)	9/1/2006	621	59	-562	-90.5%
Broad Street & Grant Avenue (EB)	2/27/2007	30	89	59	196.7%
5th Avenue & 4th Street (WB)	3/7/2006	128	79	-49	-38.3%
5th Avenue & 4th Street (EB)	3/8/2006	136	71	-65	-47.8%
4th Street & Mt. Vernon Avenue (NB)	3/7/2006	1370	327	-1043	-76.1%
3rd Street & Main Street (SB)	12/31/2007	85	107	22	25.9%
3rd Street & Fulton Street - 01 (SB)	2/1/2007	253	73	-180	-71.1%
3rd Street & Fulton Street - 02 (SB)	2/1/2007	277	146	-131	-47.3%
TOTALS		6623	2723	-3900	-58.9%

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**All Camera Locations
Number of Notices Issued
March 2006 to December 2008**



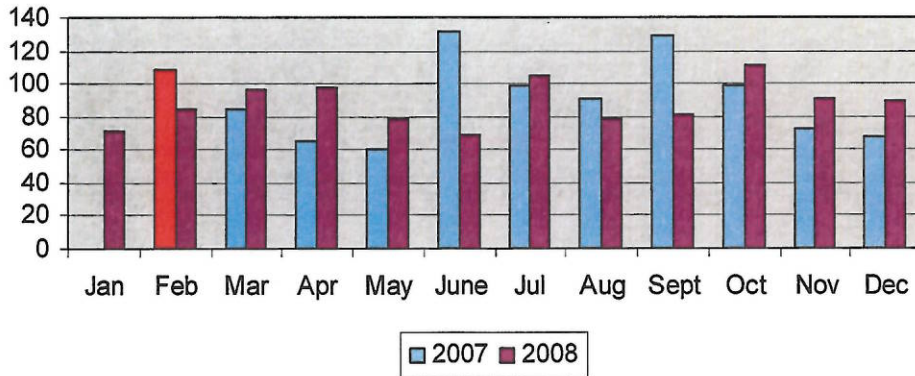
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Town & 4th WB

2007 - 2008

Activated February 1, 2007

(red bar shows first full month of activation)

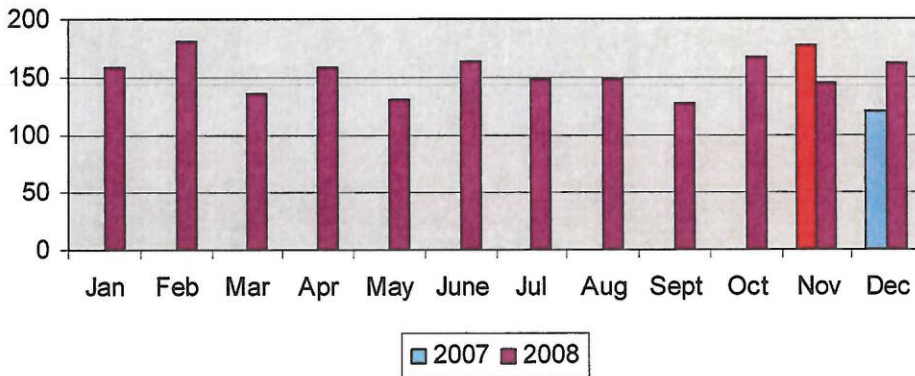


Summit & Maynard SB

2007 - 2008

Activated November 1, 2007

(red bar shows first full month of activation)

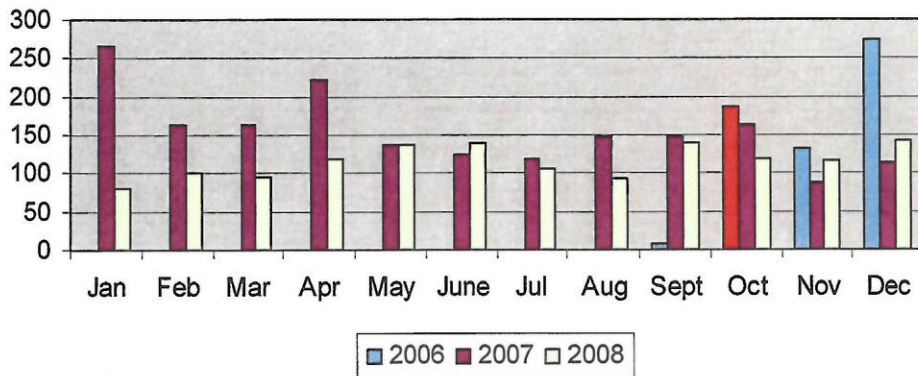


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Summit & Chittenden SB

2006 - 2008

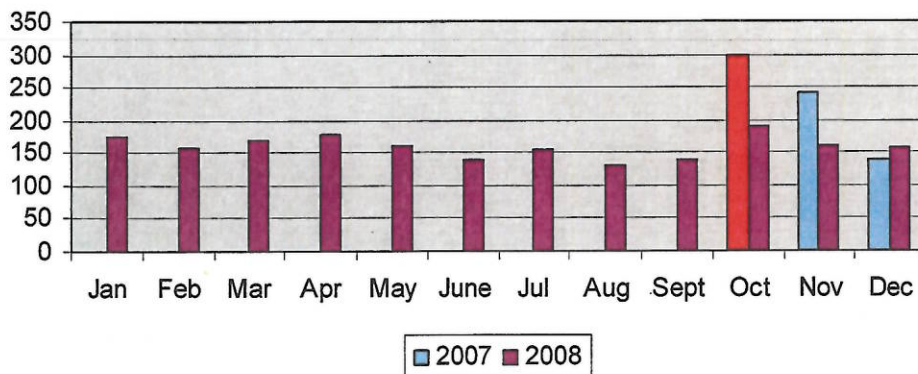
Activated September 30, 2006
(red bar shows first full month of activation)



Parsons & Frebis NB

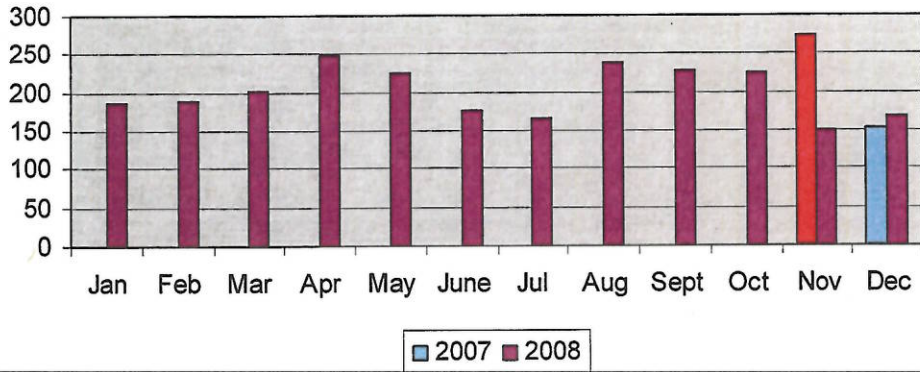
2007-2008

Activated October 4, 2007
(red bar shows first full month of activation)

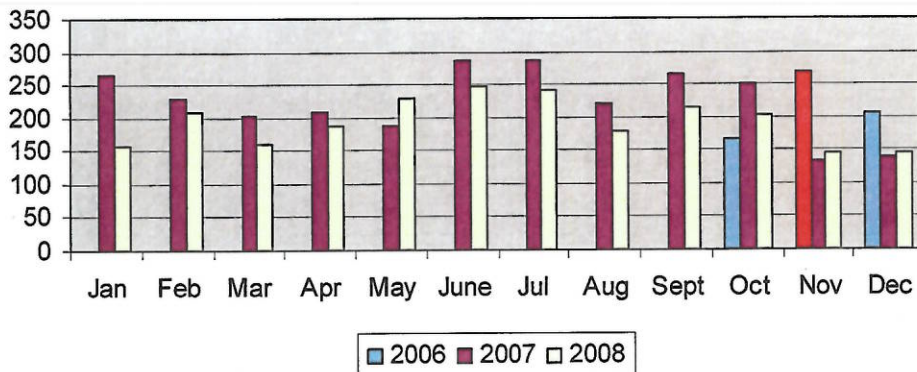


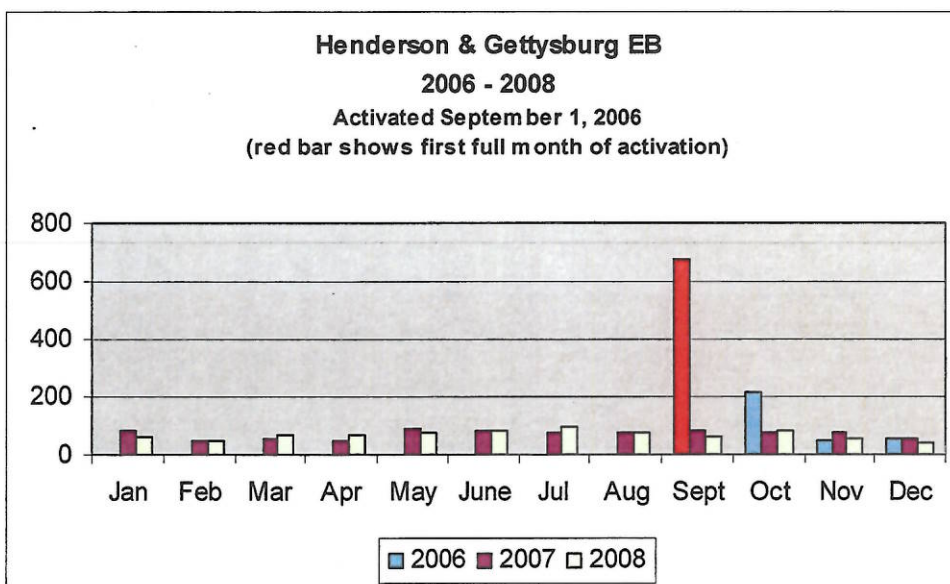
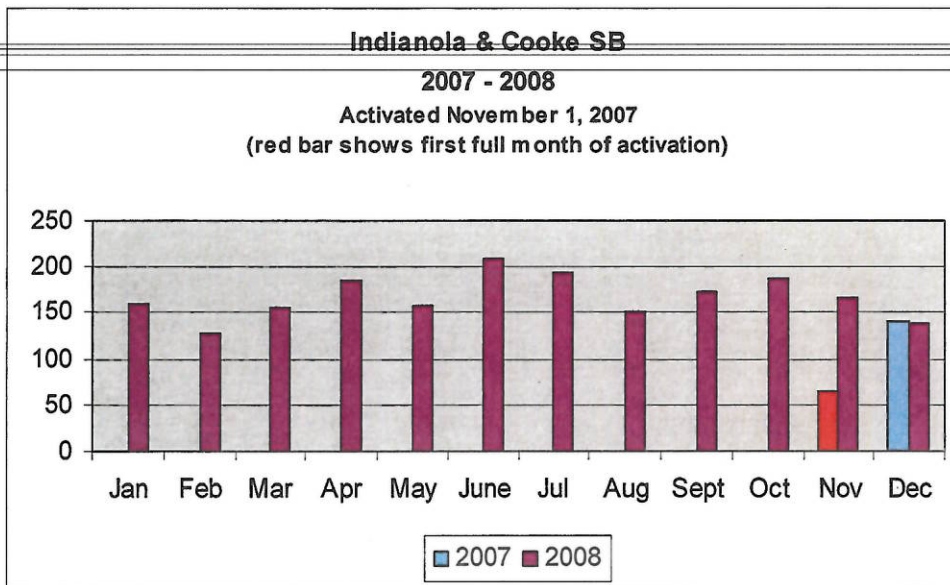


Main & Eastmoor WB
2007 - 2008
 Activated November 1, 2007
 (red bar shows first full month of activation)



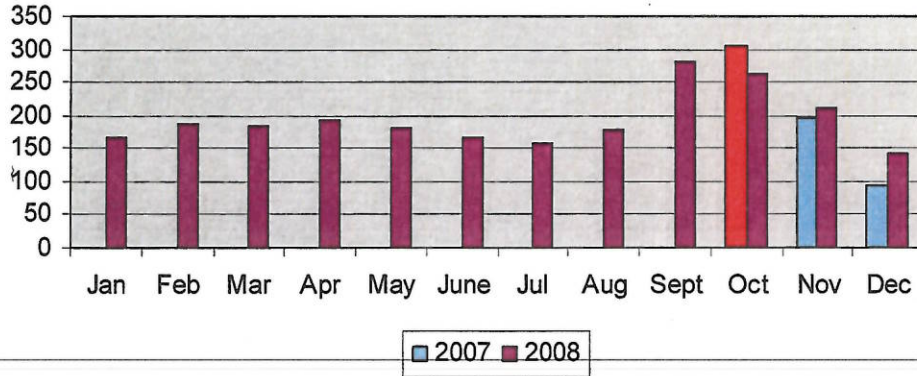
Livingston & Fairwood EB
2006 - 2008
 Activated October 18, 2006
 (red bar shows first full month of activation)



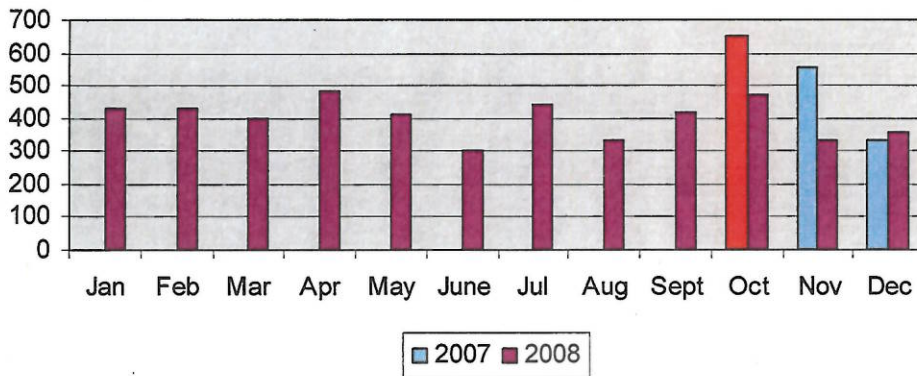


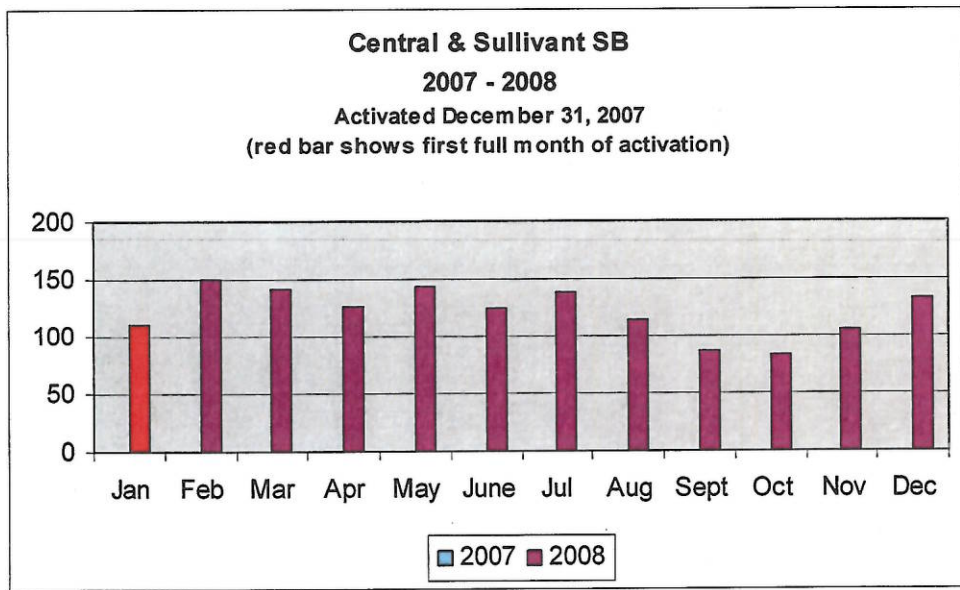
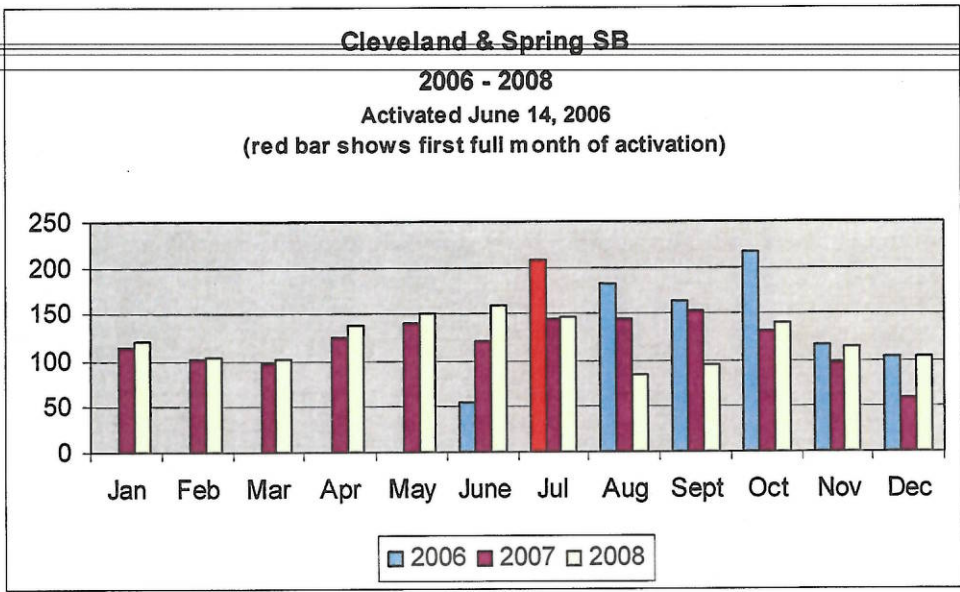
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4th & Main NB
2007 - 2008
 Activated October 4, 2007
 (red bar shows first full month of activation)

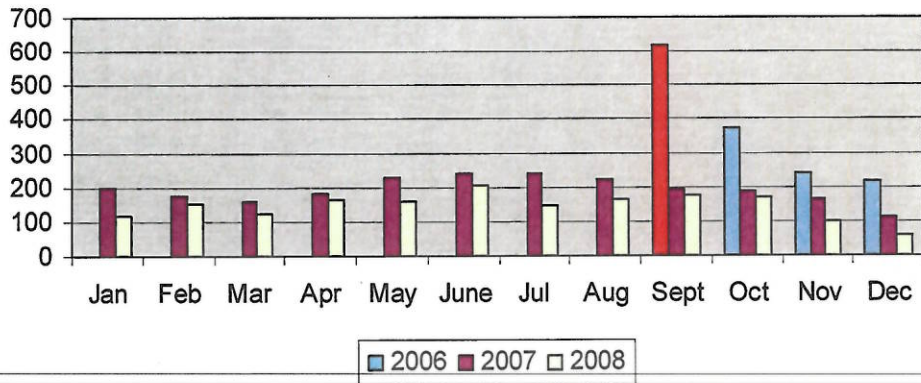


4th & Long NB
2007 - 2008
 Activated October 8, 2007
 (red bar shows first full month of activation)

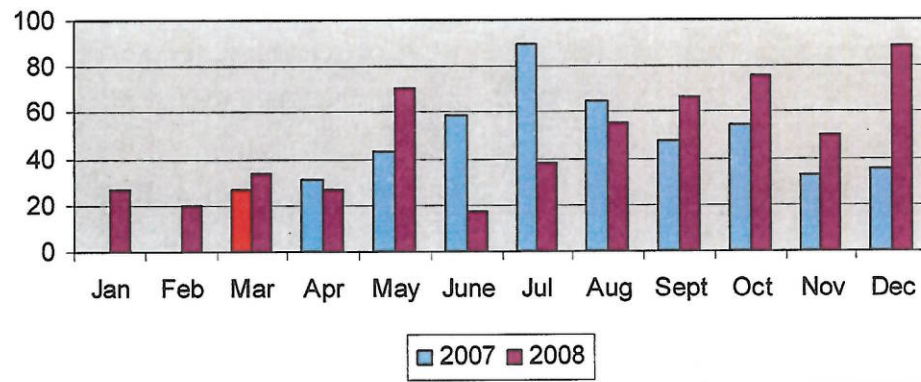




Broad & Sylvan EB
2006-2008
 Activated September 1, 2006
 (red bar shows first full month of activation)



Broad & Grant EB
2007 - 2008
 Activated February 27, 2007
 (red bar shows first full month of activation)

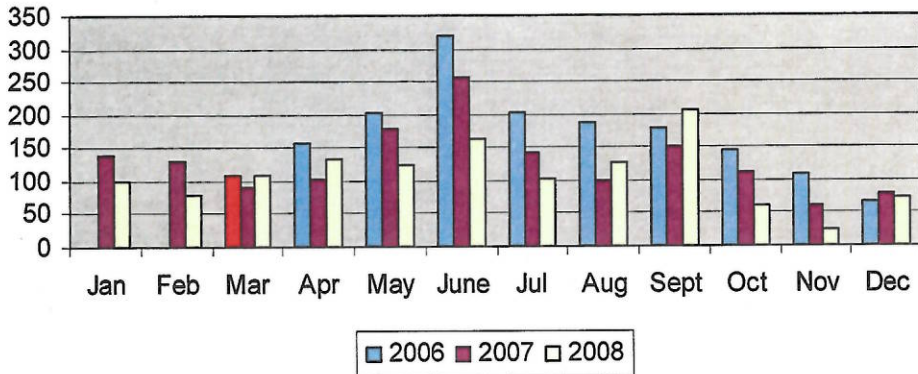


East 5th Avenue & North 4th Street - 01 EB

2006 - 2008

Activated March 8, 2006

(red bar shows first full month of activation)

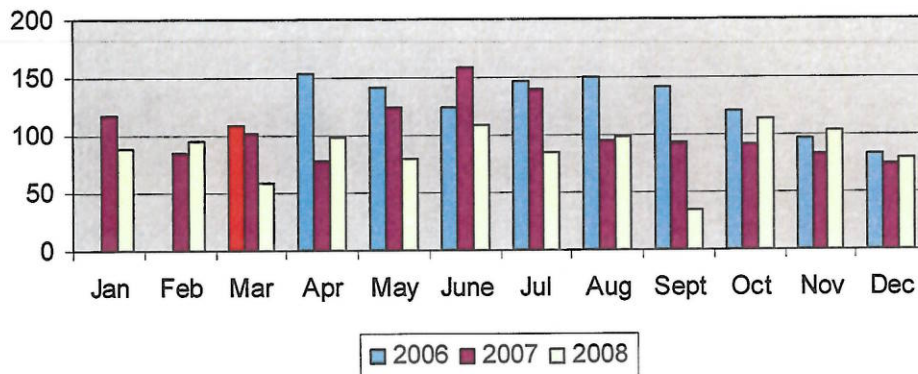


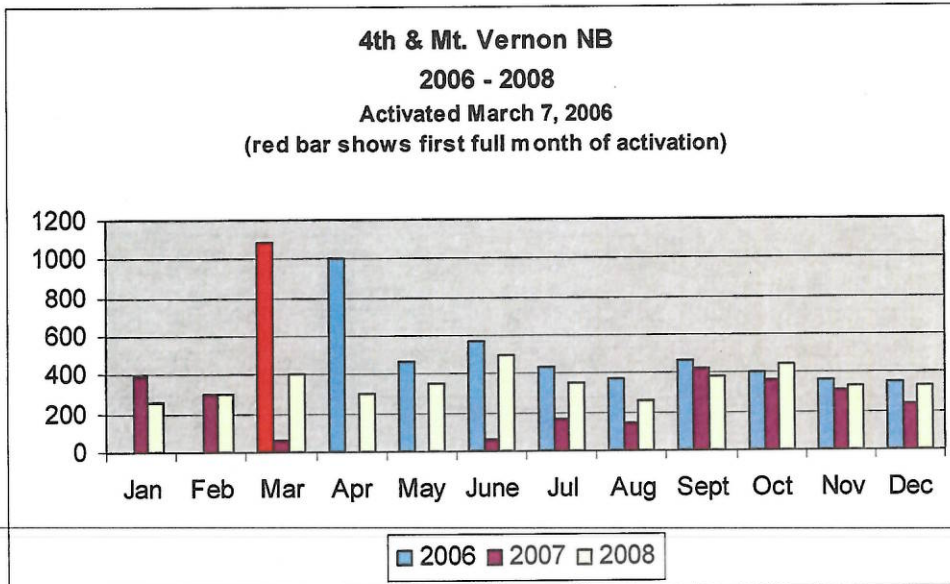
East 5th Avenue & North 4th Street - 02 WB

2006 - 2008

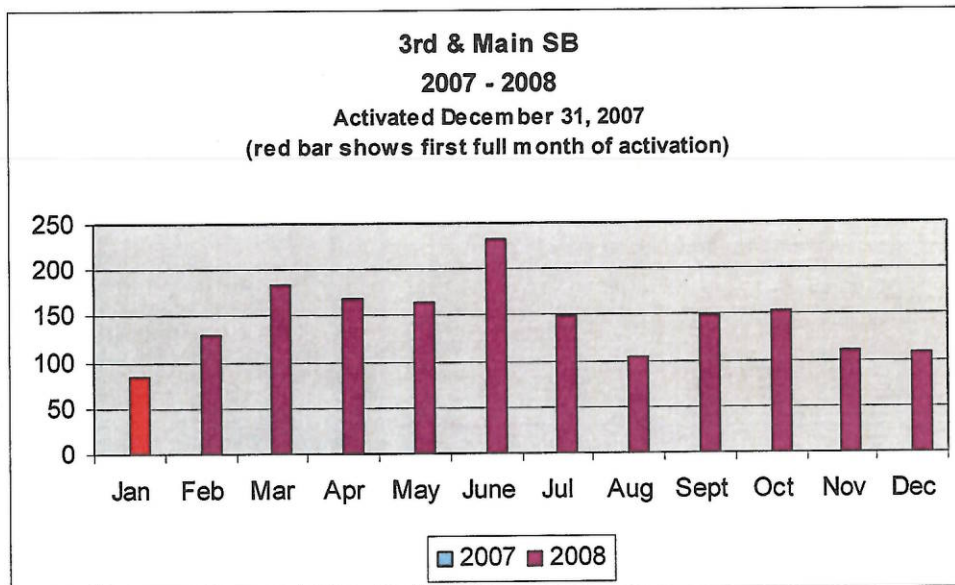
Activated March 7, 2006

(red bar shows first full month of activation)

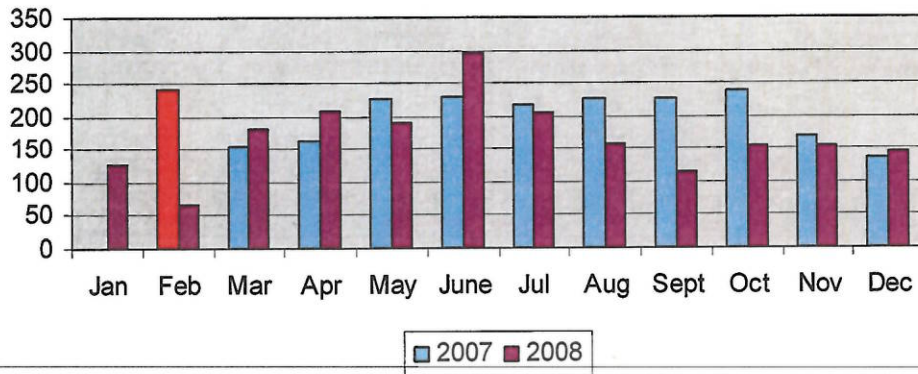




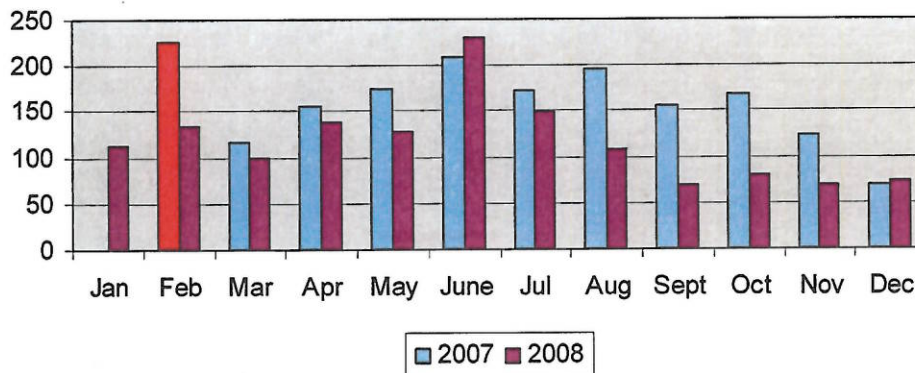
*Please note March, April, May and June 2007 this camera was largely inoperable.



3rd & Fulton SB - 01
2007 - 2008
 Activated February 1, 2007
 (red bar shows first full month of activation)



3rd & Fulton SB - 02
2007 - 2008
 Activated February 1, 2007
 (red bar shows first full month of activation)



**COMPARISON OF 4th QUARTER 2007
WITH 4th QUARTER 2008**

Town Street & 4th Street (WB)	2007	2008	Percentage/Change
October	99	111	12.12%
November	73	90	23.29%
December	68	89	30.88%
Totals	240	290	20.83%
Summit Street & Maynard Avenue (SB)	2007	2008	Percentage/Change
October	N/A	167	N/A
November	178	144	-19.10%
December	120	162	35.00%
Totals	298	473	58.72%
Summit Street & Chittenden Avenue (SB)	2007	2008	Percentage/Change
October	162	118	-27.16%
November	89	116	30.34%
December	113	141	24.78%
Totals	364	375	3.02%
Parsons Avenue & Frebis Avenue (NB)	2007	2008	Percentage/Change
October	300	191	-36.33%
November	242	160	-33.88%
December	139	156	12.23%
Totals	681	507	-25.55%
Main Street & Eastmoor Avenue (WB)	2007	2008	Percentage/Change
October	N/A	224	N/A
November	273	151	-44.69%
December	152	169	11.18%
Totals	425	544	28.00%
Livingston Avenue & Fairwood Avenue (EB)	2007	2008	Percentage/Change
October	73	201	175.34%
November	76	145	90.79%
December	54	146	170.37%
Totals	203	492	142.36%
Indianola Avenue & Cooke/Overbrook (SB)	2007	2008	Percentage/Change
October	N/A	187	N/A
November	64	166	159.38%
December	141	137	-2.84%
Totals	205	490	139.02%
Henderson Road & Gettysburg Road (EB)	2007	2008	Percentage/Change
October	73	65	-10.96%
November	76	56	-26.32%
December	54	39	-27.78%
Totals	203	160	-21.18%

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4th Street & Main Street (NB)	2007	2008	Percentage/Change
October	304	263	-13.49%
November	196	210	7.14%
December	94	143	52.13%
Totals	594	616	3.70%
4th Street & Long Street (NB)	2007	2008	Percentage/Change
October	654	473	-27.68%
November	557	330	-40.75%
December	329	354	7.60%
Totals	1540	1157	-24.87%
Cleveland Avenue & Spring Street (SB)	2007	2008	Percentage/Change
October	132	141	6.82%
November	96	114	18.75%
December	58	103	77.59%
Totals	286	358	25.17%
Central Avenue & Sullivant Avenue (SB)	2007	2008	Percentage/Change
October	N/A	82	N/A
November	N/A	105	N/A
December	N/A	133	N/A
Totals	N/A	320	N/A
Broad Street & Sylvan Avenue (EB)	2007	2008	Percentage/Change
October	188	168	-10.64%
November	164	102	-37.80%
December	110	59	-46.36%
Totals	462	329	-28.79%
Broad Street & Grant Avenue (EB)	2007	2008	Percentage/Change
October	54	76	40.74%
November	33	50	51.52%
December	35	89	154.29%
Totals	122	215	76.23%
5th Avenue & 4th Street (WB)	2007	2008	Percentage/Change
October	92	163	77.17%
November	82	103	25.61%
December	75	79	5.33%
Totals	249	345	38.55%
5th Avenue & 4th Street (EB)	2007	2008	Percentage/Change
October	113	121	7.08%
November	61	23	-62.30%
December	77	71	-7.79%
Totals	251	215	-14.34%
4th Street & Mt. Vernon Avenue (NB)	2007	2008	Percentage/Change
October	358	446	24.58%
November	315	329	4.44%
December	243	327	34.57%
Totals	916	1102	20.31%

3rd Street & Main Street (SB)	2007	2008	Percentage/Change
October	N/A	153	N/A
November	N/A	110	N/A
December	N/A	107	N/A
Totals	N/A	370	N/A
3rd Street & Fulton Street - 01 (SB)	2007	2008	Percentage/Change
October	168	80	-52.38%
November	123	69	-43.90%
December	68	73	7.35%
Totals	359	222	-38.16%
3rd Street & Fulton Street - 02 (SB)	2007	2008	Percentage/Change
October	238	153	-35.71%
November	169	155	-8.28%
December	135	146	8.15%
Totals	542	454	-16.24%

PRE AND POST CAMERA VEHICLE CRASH DATA

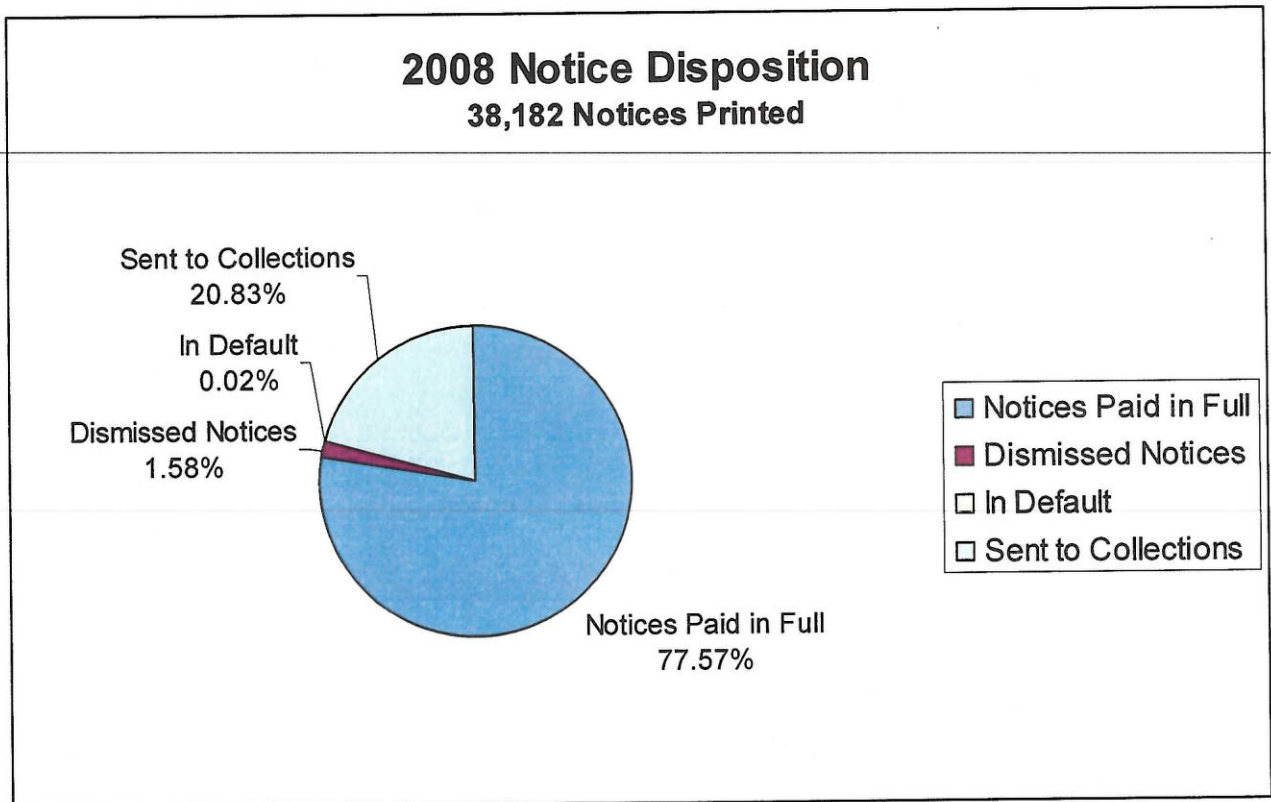
- A review of the 38-49 month period prior to the installation of red light cameras indicated that the eighteen (18) monitored approaches had on average a total of 67.7 right-angle or red light violation crashes per year.
- The 10-30 month period after the installation of the red light cameras indicated the eighteen (18) monitored intersections had a yearly average total of 15.8 right-angle or red light violation crashes per year.
- This represents a reduction of 76.7 percent in crashes involving red light running at these monitored intersections.

LOCATION	AVERAGE CRASHES PER YEAR PRE-CAMERA	ACTUAL NUMBER OF CRASHES POST-CAMERA	AVERAGE CRASHES PER YEAR POST-CAMERA	DIFFERENCE	CHANGE
Town St. & 4th St. (WB)	2.2	0	0.0	-2.2	-100%
Summit St. & Maynard Av. (SB)	1.7	0	0.0	-1.7	-100%
Summit St. & Chittenden Av. (SB)	4.6	3	1.3	-3.3	-72%
Parsons Av. & Frebis Av. (NB)	3.4	0	0.0	-3.4	-100%
Main Street & Eastmoor Avenue (WB)	2.5	0	0.0	-2.5	-100%
Livingston Av. & Fairwood Av. (EB)	2.9	0	0.0	-2.9	-100%
Indianola Av. & Cooke Rd. (SB)	2.1	0	0.0	-2.1	-100%
Henderson Rd. & Gettysburg Rd. (EB)	3.8	1	0.4	-3.4	-89%
4th St. & Main St. (NB)	3.6	1	0.9	-2.7	-75%
4th St. & Long St. (NB)	4.2	1	0.9	-3.3	-79%
Cleveland Av. & Spring St. (SB)	5.6	5	2.0	-3.6	-64%
Central Av. & Sullivant Av. (SB)	3.5	1	0.8	-2.7	-78%
Broad St. & Sylvan Av. (EB)	2.7	1	0.4	-2.3	-85%
Broad St. & Grant Av. (EB)	1.2	0	0.0	-1.2	-100%
5th Av. & 4th St. (WB) & (EB)	7.9	10	3.6	-4.3	-54%
4th St. & Mt. Vernon Av. (NB)	8.2	9	3.3	-4.9	-60%
3rd St. & Main St. (SB)	3.7	0	0.0	-3.7	-100%
3rd St. & Fulton St. - 01 & 02 (SB)	3.9	4	2.2	-1.7	-44%

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

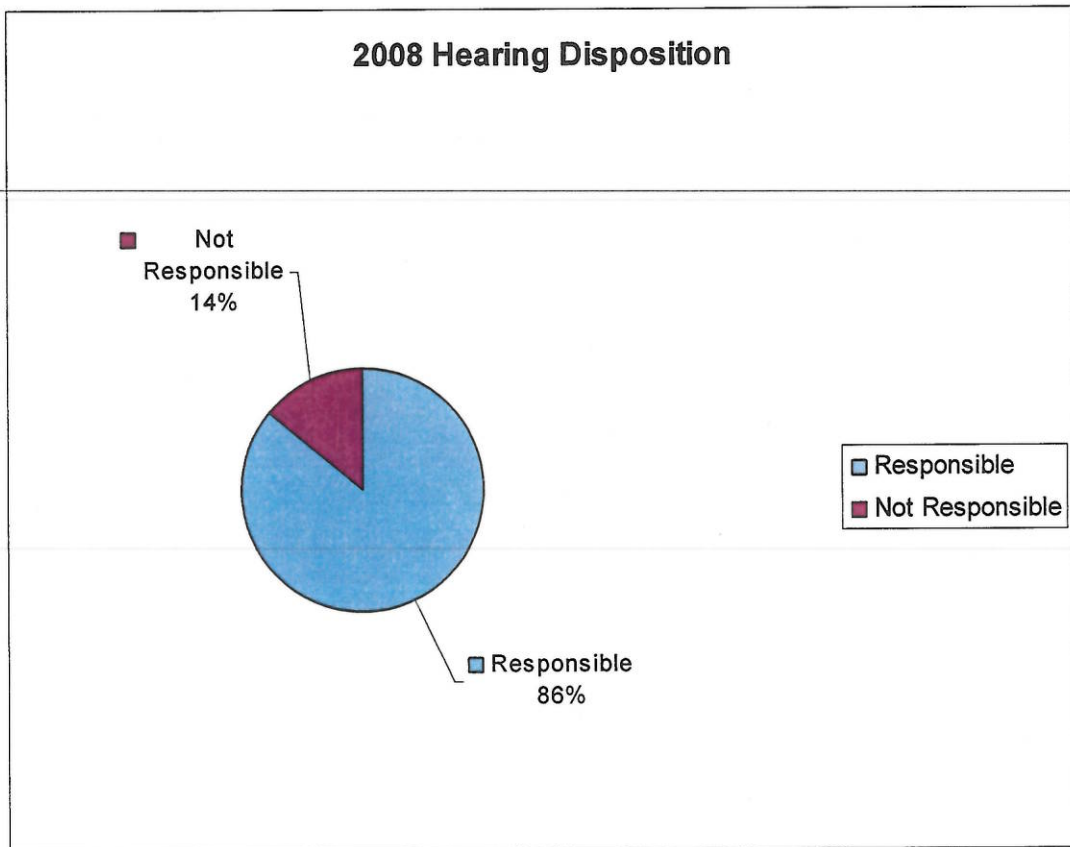
PAYMENT HISTORY

In 2008, the City of Columbus received \$820,041. Approximately 77% of the tickets were paid, 2% were dismissed, and 21% are in default or collections. Monies received are being utilized for Public Safety Initiatives such as the purchase of police cruisers and our Police Strike Force Initiative.



HEARING DISPOSITION

- In 2008, the City of Columbus received 507 administrative hearing requests.
- City of Columbus conducted 29 sessions of Administrative Hearings.
- 436 individuals were found to be responsible.
- 71 people were found not responsible.



NOTES:

Detections:

- Source of information – Redflex Customer Management Report from January–December, 2008 (copy attached).

Crash Data

- Source of information – Columbus Police. Pre and Post camera crashes are based on: Red light causing crashes, traveling the same direction as monitored approach only and on average of crashes both pre and post cameras per year.
 - To determine the average of crashes per year during the pre camera period, the total number of crashes divided by number of months times 12 (example - 24 crashes with a 35 month period) $24/35 = 0.685 \times 12 = 8.2$ or 8 crashes a year.
 - To determine the average of crashes per year after the installation of cameras. The total number of crashes divided by number of months of operation times 12 (example - 2 crashes for a 10 month period) $2/10 = 0.2 \times 12 = 2.4$ or 2 crashes a year.

Payment Notice Disposition

- Source of Information – Redflex. Paid citations include Paid in Full, Re-issued and Payment Rejected or No Forwarding address that were not in default (copy attached).

Hearing Disposition

- Source of Information – Columbus Division of Police (See page 25).

Exhibits:

2008 Notice Disposition Report
Right Angle Crash
Rear Crash Data
Customer Management Report

COLUMBUS OHIO
“FOCUS ON SAFETY”
2008 NOTICE DISPOSITION

Notices Printed*	38,182
Warning Letters Printed**	0
Pending	0
Notices Paid in Full	27,485
Dismissed Notices	561
In Default	6
Sent to Collections	7,382

*per Redflex, this means the number of detections/incidents captured that were approved by the police for notice generation. Each detection/incident generates at least one notice (a warning letter, a first notice, etc.) but can generate more than one notice (a nomination, a re-address, etc.).

** There were no new approaches for 2008.

Right Angle Crashes

Location	Direction Captured	Active Date 2006	Pre-Cameras Activation 2003	Pre-Cameras Activation 2004	Pre-Cameras Activation 2005-2006	Pre-Cameras Activation 2007	Average Crashes Per Year 2003-2007	Post-Cameras Activation 2006	Post-Cameras Activation 2007	Post-Cameras Activation 2008	Average Crashes Per Year 2006-2008
Town St & S. 4th St	W/B	02/01/07	3	2	4	0	2.2	0	0	0	0.0
Summit & Maynard	S/B	11/01/07	3	5	0	0	1.7	0	0	0	0.0
Summit & Chittenden	S/B	09/30/06	7	2	8	0	4.6	0	2	1	1.3
Parsons & Frebis	N/B	10/04/07	5	6	4	1	3.4	0	0	0	0.0
E. Main St & Eastmoor	W/B	11/01/07	0	7	5	0	2.5	0	0	0	0.0
Livingston & Fairwood	E/B	10/18/06	3	2	6	0	2.9	0	0	0	0.0
Indianola & Cooke	S/B	11/21/07	2	2	6	0	2.1	0	0	0	0.0
Henderson & Gettysburg	E/B	09/01/06	6	7	1	0	3.8	1	0	0	0.4
S. 4th St & Main St.	N/B	10/04/07	5	7	4	1	3.6	0	0	1	0.9
N. 4th St & Long St.	N/B	10/08/07	4	10	5	1	4.2	0	0	1	0.9
Cleveland & Spring	S/B	06/14/06	13	5	1	0	5.6	3	0	2	2.0
Central Ave & Sullivant	S/B	12/31/07	10	3	4	0	3.5	0	0	1	1.0
Broad & Sylvan	E/B	09/01/06	2	4	4	0	2.7	1	0	0	0.4
Broad St & Grant Ave	E/B	02/27/07	2	1	2	0	1.2	0	0	0	0.0
5th & 4th	E/B & W/B	03/07/06	9	7	9	0	7.9	4	3	3	3.6
4th & Mt Vernon	N/B	03/07/06	6	12	8	0	8.2	3	3	3	3.3
S. 3rd St & E. Main St.	S/B	12/31/07	7	6	3	2	3.7	0	0	0	0.0
S. 3rd St & Fulton St	S/B	02/01/07	11	0	5	0	3.9	0	2	2	2.2
Total Crashes			98	88	79	5		12	10	14	

Grand Total of Crashes Pre-Cameras: 270
Grand Total of Crashes Post-Cameras: 36

To determine the average of crashes per year during the pre camera period, the total number of crashes divided by number of months times 12 (example - 24 crashes with a 35 month period) $24/35 = 0.685 \times 12 = 8.2$ or 8 crashes a year.

To determine the average of crashes per year after the installation of cameras. The total number of crashes divided by number of months of operation times 12 (example - 2 crashes for a 10 month period) $2/10 = 0.2 \times 12 = 2.4$ or 2 crashes a year.

Rear-End Crashes

Location	Direction Captured	Active Date 2006	Pre-Cameras Activation 2003	Pre-Cameras Activation 2004	Pre-Cameras Activation 2005-2006	Pre-Cameras Activation 2007	Average Crashes per year 2003-2007	Post-Cameras Activation 2006	Post-Cameras Activation 2007	Post-Cameras Activation 2008	Average Crashes Per Year 2006-2008
Town St & S. 4th St	W/B	02/01/07	0	0	1	0	0.2	0	0	0	0.0
Summit & Maynard	S/B	11/01/07	1	1	2	1	1.0	0	0	0	0.0
Summit & Chittenden	S/B	09/30/06	0	0	0	0	0.3	0	0	0	0.0
Parsons & Frebis	N/B	10/04/07	2	0	2	1	1.1	0	0	0	0.0
E. Main St & Eastmoor	W/B	11/01/07	0	1	3	1	1.0	0	0	2	1.8
Livingston & Fairwood	E/B	10/18/06	1	0	2	0	0.8	0	1	1	0.9
Indianola & Cooke	S/B	11/21/07	3	1	2	0	1.2	0	0	1	0.9
Henderson & Gettysburg	E/B	09/01/06	2	1	1	0	1.1	0	0	0	0.0
S. 4th St & Main St.	N/B	10/04/07	0	0	2	0	0.4	0	0	1	0.9
N. 4th St & Long St.	N/B	10/08/07	5	0	5	1	2.3	0	0	0	0.0
Cleveland & Spring	S/B	06/14/06	1	0	0	0	0.3	0	1	0	0.4
Central Ave & Sullivant	S/B	12/31/07	0	1	2	1	0.8	0	0	0	0.0
Broad & Sylvan	E/B	09/01/06	1	1	2	0	1.1	0	0	1	0.4
Broad St & Grant Ave	E/B	02/27/07	0	0	0	0	0.0	0	1	0	0.5
5th & 4th	E/B & W/B	03/07/06	2	1	4	0	2.2	4	1	3	2.9
4th & Mt Vernon	N/B	03/07/06	8	7	10	0	7.9	3	9	6	6.5
S. 3rd St & E. Main St.	S/B	12/31/07	1	0	4	0	1.0	0	0	1	1.0
S. 3rd St & Fulton St 01 & 02	S/B	02/01/07	8	3	7	1	4.7	0	0	5	2.7
Total Crashes			35	17	50	6		7	13	21	

Grand Total of Crashes Pre-Cameras: 108
Grand Total of Crashes Post-Cameras: 41

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Customer Management Report (Columbus) Redlight Incidents

01-Jan-2008 to 31-Dec-2008 Operator Id: %

	3rd & Fulton SB	3rd & Fulton SB	3rd & Main SB	4th & Mt. Vernon NB	5th & 4th EB	5th & 4th WB	Broad & Grant EB	Broad & Sylvan EB	Central & Sullivant SB	Cleveland & Spring SB
Total Violations	2885	1971	2911	5935	2039	2196	1168	2499	3902	2628
Less Uncontrollable Factors										
Obstruction	64	56	151	251	32	46	59	68	214	53
Signal Obstruction	1	0	1	2	1	3	0	4	6	0
Vehicle Obstruction	6	4	32	29	1	6	13	13	35	13
Police Rejects										
Citation Issued Manually	0	2	0	1	1	1	1	0	2	3
Emergency Vehicle (PD)	44	45	70	104	98	49	206	27	668	217
Funeral Procession	0	1	2	1	1	3	3	0	0	1
Incorrect Plate on Vehicle	1	1	0	3	0	2	1	0	1	2
Incorrect/Incomplete DMV	34	24	24	48	12	11	10	22	27	13
Invalid Offence	0	2	1	5	0	0	1	0	0	0
Multiple vehicles in frame	12	21	38	73	5	5	5	11	8	1
Non Violation - Funeral	0	0	1	0	0	0	0	0	0	0
Plate Obstruction (PD)	0	0	0	0	0	0	0	0	0	0
Plate Unidentifiable	1	4	5	4	1	0	1	0	0	0
Police Discretion	208	263	403	444	277	196	145	399	160	207
Safe Turn on Red	52	0	23	0	2	452	40	2	978	557
Weather Conditions	16	45	73	88	39	17	26	34	13	15
Yielding to an Emergency	0	0	0	0	0	1	0	0	1	0
Policy/Weather										
Extended Vehicle	7	10	44	74	10	9	10	23	17	9
Sun Glare	36	9	0	6	5	5	0	7	5	0
Weather/Nature	19	22	46	110	9	18	20	13	20	5
Yellow with Red Light	0	0	2	0	2	3	0	2	2	0
Registration Issues										
Can Not Identify State	4	0	7	3	1	1	1	2	2	0
Out of Country Plate	0	0	2	17	0	1	1	0	1	2
Paper Plates	19	19	32	44	23	28	14	28	118	35
Wrong or No DMV	10	9	9	13	7	3	2	10	16	12
Total	534	537	966	1320	527	860	559	665	2294	1145
Sub Total Violations	2351	1434	1945	4615	1512	1336	609	1834	1608	1483
Less in Progress	0	0	0	0	0	0	0	0	0	0

Available for Prosecution

2351 1434 1945 4615 1512 1336 609 1834 1608 1483

Less Rejects

Camera Malfunction	Datarbar Unreadable/Incorrect	0-00%	0-00%	0-00%	1-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%
Digital Distortion		6-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%
Image Missing		86-04%	1-00%	2-00%	44-01%	78-05%	94-07%	2-00%	29-02%	1-00%	1-00%	1-00%	1-00%	1-00%
Misc Camera Issue		79-03%	4-00%	2-00%	2-00%	7-00%	52-03%	164-12%	2-00%	31-02%	0-00%	0-00%	0-00%	0-00%
Plate Burn Out		33-01%	5-00%	0-00%	14-00%	0-00%	0-00%	0-00%	0-00%	54-03%	0-00%	0-00%	0-00%	0-00%
Plate Not in Frame		8-00%	4-00%	5-00%	39-01%	0-00%	0-00%	5-01%	1-00%	0-00%	0-00%	0-00%	0-00%	0-00%
Rear Plate Camera Blurry		16-01%	8-01%	109-06%	140-03%	1-00%	3-00%	15-02%	5-00%	55-03%	0-00%	0-00%	0-00%	0-00%
Rear Plate Flash Inappropriate		4-00%	1-00%	8-00%	24-01%	0-00%	0-00%	2-00%	2-00%	0-00%	0-00%	0-00%	0-00%	0-00%
Rear Plate No Flash		1-00%	1-00%	3-00%	11-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%
Scene Image Blurry		0-00%	0-00%	0-00%	0-00%	0-00%	1-00%	0-00%	0-00%	1-00%	0-00%	0-00%	0-00%	1-00%
Scene Image Flash Inappropriate		58-02%	0-00%	1-00%	15-00%	0-00%	3-00%	3-00%	3-00%	1-00%	0-00%	0-00%	0-00%	0-00%
Scene Image No Flash		52-02%	1-00%	5-00%	5-00%	0-00%	4-00%	0-00%	0-00%	4-00%	0-00%	0-00%	0-00%	0-00%

Police Rejects

Driver Unidentifiable Images	1-00%	0-00%	0-00%	2-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%
Poor	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%
Incorrect Speed	0-00%	0-00%	1-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%
Insufficient Strobe Lighting	0-00%	0-00%	0-00%	1-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%
No Images	1-00%	0-00%	1-00%	4-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%
No Video	0-00%	0-00%	1-00%	1-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%
Plate Unclear	0-00%	0-00%	1-00%	1-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%

Red Light not visible in picture

Sun Glare	4-00%	2-00%	13-01%	16-00%	6-00%	8-01%	0-00%	5-00%	18-01%	2-00%	2-00%	2-00%	2-00%	2-00%
Unclear Scene Image	2-00%	1-00%	2-00%	0-00%	3-00%	1-00%	1-00%	2-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%
Vehicle On or Passed Stop Line	2-00%	6-00%	28-01%	16-00%	1-00%	3-00%	0-00%	0-00%	3-00%	3-00%	0-00%	2-00%	3-00%	3-00%
	5-00%	2-00%	2-00%	2-00%	0-00%	6-00%	1-00%	2-00%	6-00%	2-00%	2-00%	2-00%	3-00%	3-00%

Total

	358-15%	36-03%	184-09%	342-07%	141-09%	287-21%	31-05%	80-04%	144-09%	12-01%	12-01%	12-01%	12-01%	12-01%
Notices Printed	1993-85%	1398-97%	1761-91%	4273-93%	1371-91%	1049-79%	578-95%	1754-96%	1464-91%	1471-99%	1471-99%	1471-99%	1471-99%	1471-99%

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Customer Management Report (Columbus) Redlight Incidents (CONT.)

01-Jan-2008 to 31-Dec-2008 Operator Id: %

	4th & Long NB	4th & Main NB	Henderson & Gettysburg EB	Indianola & Cooke SB	Livingston & Fairwood EB	Main & Eastmoor WB	Parsons & Frebis NB	Summit & Chittenden SB	Summit & Maynard SB	Town & 4th WB	Totals
Total Violations	7245	4607	1168	2776	3548	3422	3159	2394	2874	2576	61903
Less Uncontrollable Factors											
Obstruction	300	201	21	96	62	75	86	139	150	55	2179
	0	0	0	0	1	0	0	0	1	1	21
Vehicle Obstruction	121	38	2	8	12	29	35	29	9	34	469
Police Rejects											
Citation Issued Manually	2	1	0	0	2	0	0	0	3	1	20
Emergency Vehicle (PD)	137	591	72	16	100	103	548	196	68	79	3438
Funeral Procession	0	0	0	0	2	0	0	0	0	0	14
Incorrect Plate on Vehicle	2	0	0	0	1	0	0	0	2	0	16
Incorrect/Incomplete DMV	65	44	7	24	34	16	28	13	22	9	487
Invalid Offense	1	5	1	3	4	0	0	0	0	1	24
Multiple vehicles in frame	141	26	0	13	8	20	6	5	9	2	409
Non Violation - Funeral	0	0	0	0	0	0	0	0	0	0	1
Plate Obstruction (PD)	1	0	0	0	0	0	1	0	0	0	2
Plate Unidentifiable	6	0	0	0	1	0	0	4	3	0	30
Police Discretion	1070	500	104	364	508	505	299	183	367	116	6718
Safe Turn on Red	2	349	42	22	277	9	49	106	69	705	3736
Weather Conditions	153	43	15	41	49	56	44	84	67	9	927
Yielding to an Emergency	1	1	0	0	0	0	0	1	1	0	6
Policy/Weather											
Extended Vehicle	70	54	3	11	28	15	38	14	19	1	466
Sun Glare	5	10	1	3	3	6	0	5	3	5	114
Weather/Nature	34	23	4	17	15	32	12	31	32	23	505
Yellow with Red Light	0	0	1	23	3	1	0	3	6	2	50
Registration Issues											
Can Not Identify State	8	3	0	1	3	2	1	5	2	1	47
Out of Country Plate	8	1	0	0	1	2	0	1	2	3	42
Paper Plates	74	84	15	13	40	40	53	22	28	17	746
Wrong or No DMV	26	14	3	11	11	9	10	7	5	6	193
Total	2227	1988	291	666	1165	920	1210	851	866	1069	20660
Sub Total Violations	5018	2619	877	2110	2383	2502	1949	1543	2008	1507	41243

Less in Progress Available for Prosecution	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	5018	2619	877	2110	2383	2502	1949	1543	2008	1507				41243

Less Rejects															
Camera Malfunction	Datar Unreadable/Incorrect	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	1-00%	0-00%	0-00%	0-00%	2-00%
	Digital Distortion	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	6-00%
	Image Missing	1-00%	3-00%	2-00%	30-01%	7-00%	3-00%	0-00%	4-00%	277-18%	1-00%	3-00%	0-00%	277-18%	666-02%
	Misc Camera Issue	1-00%	6-00%	7-01%	8-00%	1-00%	2-00%	1-00%	1-00%	92-08%	1-00%	2-00%	1-00%	92-08%	483-01%
	Plate Burn Out	3-00%	66-03%	1-00%	0-00%	2-00%	0-00%	0-00%	12-01%	1-00%	19-01%	0-00%	2-00%	12-01%	213-01%
	Plate Not in Frame	18-00%	9-00%	0-00%	1-00%	0-00%	0-00%	0-00%	0-00%	10-01%	3-00%	0-00%	0-00%	0-00%	113-00%
	Rear Plate Camera Blurry	95-02%	63-02%	2-00%	3-00%	2-00%	1-00%	1-00%	115-08%	7-00%	18-01%	1-00%	68-04%	115-08%	726-02%
	Rear Plate Flash Inappropriate	6-00%	13-00%	1-00%	1-00%	0-00%	1-00%	21-01%	6-00%	13-01%	5-00%	1-00%	21-01%	6-00%	113-00%
	Rear Plate No Flash	2-00%	8-00%	0-00%	0-00%	0-00%	0-00%	3-00%	0-00%	9-01%	0-00%	0-00%	3-00%	0-00%	38-00%
	Scene Image Blurry	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	1-00%	0-00%	0-00%	0-00%	0-00%	1-00%	0-00%	4-00%
	Scene Image Flash Inappropriate	4-00%	15-01%	17-02%	0-00%	0-00%	1-00%	1-00%	0-00%	4-00%	0-00%	1-00%	1-00%	0-00%	128-00%
	Scene Image No Flash	4-00%	19-01%	21-02%	4-00%	1-00%	0-00%	2-00%	2-00%	7-00%	3-00%	0-00%	2-00%	2-00%	134-00%

Police Rejects	Driver Unidentifiable Images	1-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	1-00%	1-00%	0-00%	0-00%	1-00%	1-00%	7-00%
	Poor	0-00%	2-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	2-00%	0-00%	0-00%	0-00%	2-00%	7-00%
	Incorrect Speed	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	1-00%
	Insufficient Strobe Lighting	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	1-00%
	No Images	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	1-00%
	No Video	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	7-00%
	Plate Unclear	8-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	0-00%	3-00%
	Red Light not visible in picture	2-00%	86-03%	8-01%	23-01%	7-00%	2-00%	7-00%	4-00%	12-01%	2-00%	0-00%	7-00%	4-00%	231-01%
	Sun Glare	2-00%	0-00%	2-00%	2-00%	5-00%	2-00%	2-00%	0-00%	5-00%	2-00%	0-00%	0-00%	0-00%	32-00%
	Unclear Scene Image	15-00%	4-00%	1-00%	2-00%	4-00%	4-00%	3-00%	7-00%	1-00%	4-00%	3-00%	7-00%	7-00%	107-00%
	Vehicle On or Passed Stop Line	13-00%	6-00%	1-00%	5-00%	1-00%	1-00%	0-00%	5-00%	3-00%	1-00%	0-00%	1-00%	1-00%	61-00%

Total 17-03% 300-11% 63-07% 79-04% 30-01% 60-02% 13-01% 129-08% 155-08% 444-29%

Notices Printed 4845-97% 2319-89% 814-93% 2031-96% 2353-99% 2442-98% 1936-99% 1414-92% 1853-92%

1063-71%

38182-93%

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**Total Citations Issued in 2008:
(18 Intersections with 20 Cameras)**

38,182

Total Number of Photo Red Light Hearings Held:

29

Total Number of Photo Red Light Cases:

507

Disposition: Responsible

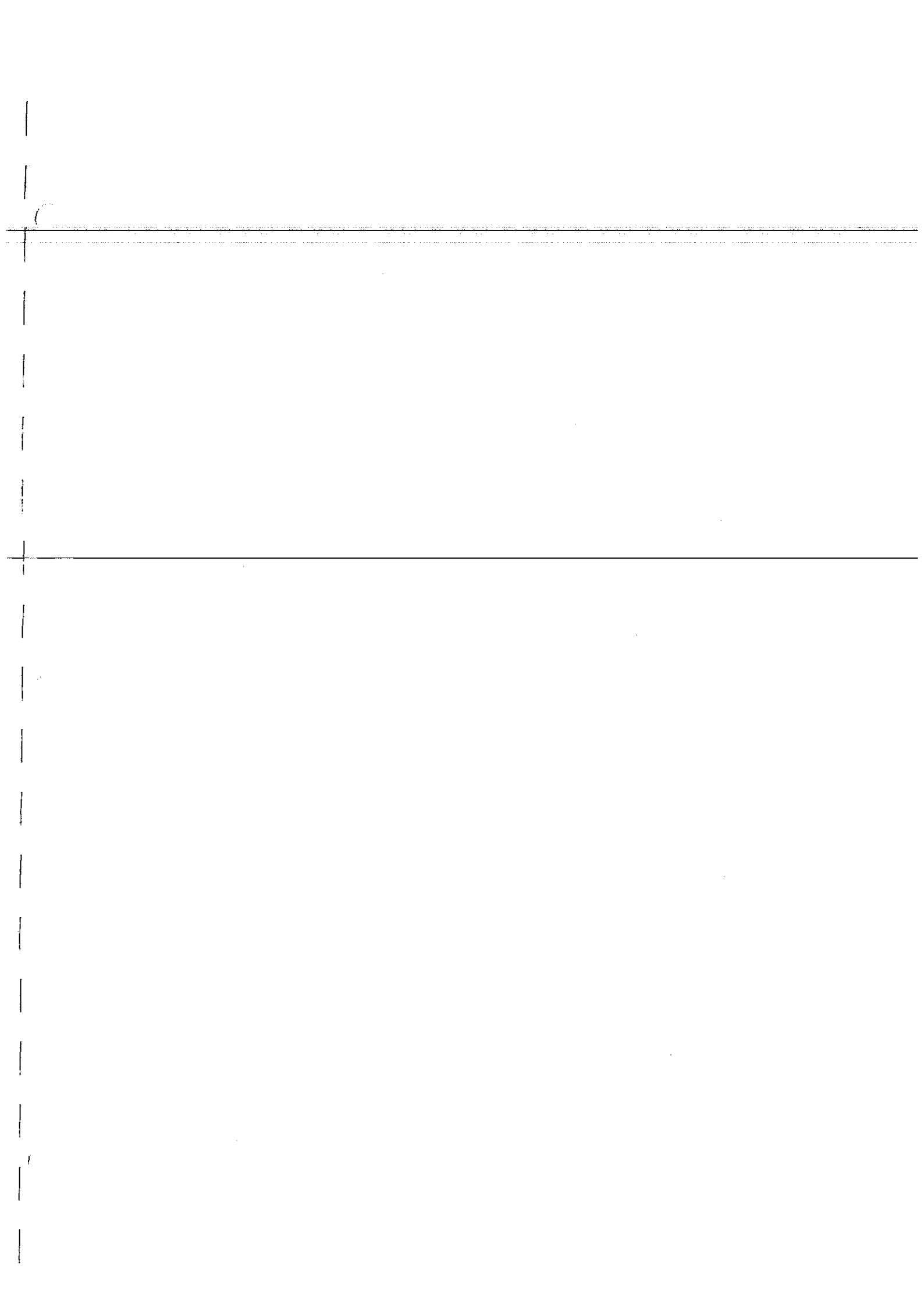
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Not Responsible

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Note: No new cameras were installed in 2008.

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**Evaluation of Automated Speed Enforcement
in Montgomery County, Maryland**

Richard A. Retting
Charles M. Farmer
Anne T. McCartt

January 2008

**INSURANCE INSTITUTE
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ABSTRACT

Speeding is a major factor in motor vehicle crashes, and almost one-quarter of speeding-related fatalities occur on streets with speed limits of 35 mph or less. In 2007, Montgomery County implemented the state of Maryland's first automated speed enforcement program, with camera use limited to residential streets with speeds limits of 35 mph or less and school zones. Vehicle speeds were measured approximately 6 months before and 6 months after speed cameras were deployed, and signs were installed warning of the speed enforcement program. Relative to comparison sites in Virginia, the proportion of drivers traveling more than 10 mph above posted speed limits declined by about 70 percent at Montgomery County locations with both warning signs and speed camera enforcement, 39 percent at locations with warning signs but no speed cameras, and 16 percent on residential streets with neither warning signs nor speed cameras. Public opinion surveys found 74 percent of Montgomery County drivers thought speeding on residential streets was a problem. Six months after enforcement began, 60 percent of drivers were aware of the camera program and 62 percent supported it.

INTRODUCTION

Speeding is a major factor in motor vehicle crashes, especially those resulting in serious injuries (Elvik, 2005). In the United States, speeding — as defined on police crash reports as driving too fast for conditions, exceeding posted speed limits, or racing — was a contributor in about 32 percent of crash deaths in 2006, resulting in more than 13,500 fatalities (Insurance Institute for Highway Safety (IIHS), 2008). Although speeding is often associated with interstates and other high-speed roads, nearly 90 percent of speeding-related fatalities occur on roads other than interstate highways. In 2006 23 percent of all speeding-related fatalities occurred on streets with speed limits of 35 mph or less. Publicized police enforcement has been shown to reduce vehicle travel speeds and crashes (Stuster, 1995). However, many enforcement agencies do not have sufficient resources to mount effective speed enforcement programs. Staffing levels have not kept pace with the growth in motor vehicle travel. Between 1995 and 2005 the estimated number of vehicle miles traveled in the United States increased by 23 percent (Federal Highway Administration, 2007), but the number of municipal law enforcement officers grew by 12 percent (Federal Bureau of Investigation, 2007). In a survey of US drivers only 1 in 10 reported being stopped for speeding during the past 12 months, even though about three-quarters said they drove above speed limits on all types of roads (National Highway Traffic Safety Administration, 2002).

As a supplement to traditional police enforcement, speed cameras are used throughout the world to deter and punish speeding behavior. Speed cameras monitor traffic speeds and photograph drivers traveling above specified speeds, usually well above the speed limit. There are two methods for deploying speed cameras: mobile cameras accompanied by enforcement personnel that may be moved

among various locations, and fixed cameras that monitor speeds at specific locations and are

unaccompanied by officers. A growing body of evidence, based primarily on studies conducted in Australia and Europe, shows that speed cameras can substantially reduce speeding violations and injury crashes (Pilkington and Kinra, 2005; Wilson et al., 2006). Although some US studies have been conducted (Berkuti and Osburn, 1998; Retting and Farmer, 2003), evidence of speed camera effectiveness in the United States is limited due to the relatively recent introduction of camera enforcement and the small number of US programs that have been formally evaluated.

The purpose of the present study was to evaluate the effects on traffic speeds and public opinions during the first 6 months of speed camera enforcement in Montgomery County, Maryland.

METHODS

The study was conducted in Montgomery County, Maryland, a large, populous suburb of Washington, DC. with a geographic area of 496 square miles and a population of about 930,000 residents (US Census Bureau, 2008). In 2006 Montgomery County became the first Maryland jurisdiction authorized to deploy speed cameras. Camera-based enforcement is permitted on residential streets with speed limits up to 35 mph and in school zones. Tickets can be issued for vehicles observed traveling at least 10 mph above the speed limit. The registered vehicle owner is subject to a \$40 fine with no driver license points. Rear photography is used to capture an image of the rear license plate of a vehicle detected speeding. The driver is not photographed.

Program Description

Montgomery County officials sought to develop a model speed camera program designed to optimize the safety benefits of camera enforcement and to garner high levels of public support. The concept of developing a model program grew in part from recent research by Delaney et al. (2005) that identified common controversies associated with speed camera programs around the world and suggested techniques to address them. Controversies include fine revenue (claim that the aim of cameras is to raise revenue rather than increase safety), fairness (e.g., identification of vehicle owner rather than driver, lack of opportunity to explain the circumstances to a police officer on the spot), speeding not perceived as a safety problem, and privacy concerns.

In line with recommendations by Delaney et al. (2005), Montgomery County officials placed considerable emphasis on creating public awareness of the speed camera program and building public support for automated speed enforcement. Police officials developed a public information and education campaign that initially emphasized the dangers of speeding and the role of speed cameras, and later informed drivers that speed cameras were in use. The campaign included press releases, a program website, informational materials, a speakers bureau, and a logo to create public brand recognition of the

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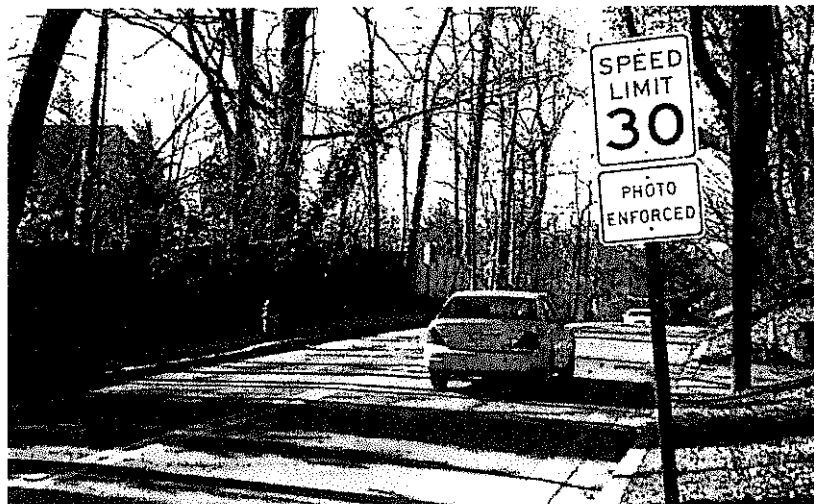
“Safe Speed” program (Figure 1). This logo was used by Montgomery County as well as three smaller municipalities within the county (Chevy Chase, Gaithersburg, and Rockville) that planned to implement speed camera programs.

Figure 1
Montgomery County Speed Camera Program Logo



Selection of sites for potential camera enforcement was based on several factors, including crash data, vehicle speed data, and input from citizen advisory boards. Speed camera enforcement was preceded by a 30-day warning period, during which cameras photographed violators, but no tickets were issued. A press conference held at the start of the warning period attracted extensive media coverage, including print and broadcast media and local and regional coverage. A second press conference, held when enforcement began, also generated extensive media coverage. Signs advising motorists of speed camera enforcement were posted on major roadways entering Montgomery County, and “photo enforced” placards were installed below the speed limit signs on roads designated for camera enforcement (Figure 2).

Figure 2
“Photo Enforced” Placard Notifying Drivers of Automated Speed Enforcement



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The initial camera enforcement consisted of six mobile cameras deployed in marked vans by specially trained, radar-certified police employees operating in two shifts per day. The vans were in service from approximately 6 a.m. to 9 p.m., Monday through Saturday, and rotated among 10-12 locations. During the first 6 months of enforcement, mobile cameras were deployed at about 60 locations and resulted in the issuance of approximately 40,000 citations. Mobile cameras later were supplemented by two fixed speed cameras, with the first one installed about 5 months after mobile enforcement began, and the second site operational about 1 month later.

Study Design

The study examined traffic speeds and driver attitudes toward speeding and automated speed enforcement approximately 6 months before and 6 months after the start of the speed camera program in May 2007.

Traffic Speed Measurements

One year in advance of the camera program, Montgomery County police identified 40 locations as potential camera enforcement sites. Of these locations, 20 were randomly selected for evaluation. Although all 20 of the study locations were on roads where “photo enforced” warning signs were posted, cameras were deployed at only 5 of the 20 locations during the initial 6-month enforcement period. The police deployed speed cameras at about 60 locations throughout the county during the 6-month study period, so these 5 “camera” sites represented about 1 in 12 camera-enforced locations. Nineteen of the 20 study sites were residential streets with speed limits that ranged from 25 to 35 mph. One of the sites with warning signs but no camera enforcement was located within a school zone on an arterial street with a speed limit of 40 mph. At the school zone site the speed limit was lowered from 40 to 30 mph for about 1 hour at the beginning and 1 hour at the end of each school day, with flashing yellow beacons indicating the reduced speed limit.

To examine potential spillover effects of camera enforcement to nonenforced locations within the same county where neither warning signs or speed cameras were deployed, 10 sites were randomly selected from 20 Montgomery County locations that had similar characteristics (e.g., roadway geometry, traffic volumes, residential land use) as most of the camera-enforced locations, but were ineligible for speed cameras because they had 40 mph speed limits. A fourth group of study sites located in nearby areas of Virginia was selected to control for external factors that might affect traffic speeds (e.g., seasonal variability in travel patterns). Ten comparison sites were randomly selected from 20 locations on residential streets in Arlington County and Fairfax County, Virginia, that had roadway characteristics and traffic volumes similar to those of potential camera-enforced locations in Montgomery County. Speed limits at the Virginia comparison sites ranged from 25 to 35 mph. One site was located within a school

zone. The speed limit at this site was lowered from 35 to 25 mph at the beginning and at the end of each school day, with flashing yellow beacons indicating the reduced speed limit.

Traffic speeds were recorded at all study sites using speed camera technology similar to the equipment used for the enforcement program. The study cameras were deployed on the roadside in a covert manner by a photo enforcement vendor not affiliated with the Montgomery County speed camera program. The equipment was concealed in a metal housing and electronically recorded the speeds of all passing vehicles. At each location traffic speeds were measured from approximately 10 a.m. to 4 p.m. on weekdays.

Telephone Surveys

To assess public awareness of the speed camera program and attitudes toward camera enforcement, telephone surveys were conducted approximately 6 months in advance of camera enforcement and the public education campaign, and then approximately 6 months following implementation of the speed camera program. Random-digit-dialing methods were used to select representative samples of 800 licensed drivers ages 18 and older residing in the county.

Analyses

Summary measures of vehicle speeds included mean speeds and the proportion of vehicles exceeding posted speed limits by more than 10 mph. Although the amount of time spent at each study site was approximately the same in the before and after periods, changes in traffic volume at some sites led to large differences in the before and after sample sizes. Thus some sites accounted for a much larger portion of the sample in the after period compared with the baseline sample. To ensure consistent representation of each study site in the two time periods, overall statistics for each group of sites were computed as a weighted average of the statistics for each site, with weights defined as the proportion of vehicles observed at each site during the before period. Changes in mean speed were evaluated using linear regression models, including terms for site-to-site variability and expected variability over time. Logistic regression models were used to estimate the effect of the program on the proportion of speeding vehicles.

Survey results were evaluated statistically using chi-square (χ^2) tests of homogeneity.

RESULTS

Traffic Speeds

A total of 180,196 speed measurements were recorded at all sites during all phases of data collection. About 1,200 observations were excluded at two sites (one Montgomery County site with warning signs but no camera enforcement, and one Virginia comparison site) during times when reduced

“school-zone” speed limits and flashing yellow beacons were in effect, leaving a total of 178,954 observations (99 percent of the original sample).

Table 1 summarizes mean traffic speeds and the proportion of vehicles exceeding speed limits by more than 10 mph for the four groups of study sites.

Table 1
Traffic Speeds before and after Implementation of Speed Camera Program

Location type	Number of sites	Mean speeds (mph)		Percent exceeding speed limit by >10 mph	
		Before	After*	Before	After*
Maryland sites					
Signs installed, cameras deployed	5	42	38	30	10
Signs installed, cameras not deployed	15	39	37	25	16
Similar sites with 40 mph speed limits	10	43	41	10	6
Virginia comparison sites	10	36	36	12	10

*Computed as weighted averages across sites, where the weights equal the proportion of vehicles observed at each site during the before period.

Mean speeds and the proportion of vehicles exceeding speed limits by more than 10 mph declined at all 30 of the Maryland sites and 9 of the 10 Virginia sites. However, the declines were greater at the Maryland sites, particularly at those sites with cameras deployed. At the 5 locations where “photo enforced” signs were installed and speed cameras were deployed, the decline in mean speeds ranged from 5 to 18 percent, and the average decline was 10 percent.

Tables 2 and 3 summarize results of the regression models. The time effect represented an estimate of the change that occurred apart from the influence of the speed camera program (i.e., at the Virginia comparison sites). So according to Table 2, mean speeds at the Virginia comparison sites

Table 2
Estimated Effects of Speed Camera Program on Mean Speeds

Effect	F-value	p-value	Estimate	Percent reduction*
Site	2333.98	<0.0001		
Time (2007 vs. 2006)	186.86	<0.0001	-0.0195	1.9
Signs and cameras vs. comparison	1517.32	<0.0001	-0.0933	8.9
Signs only vs. comparison	604.86	<0.0001	-0.0426	4.2
Spillover vs. comparison	120.80	<0.0001	-0.0199	2.0

*As the dependent variable was the natural logarithm of each measured speed, percent reduction was computed as 1 minus the inverse logarithm of the estimate.

Table 3
Estimated Effects of Speed Camera Program on Exceeding Speed Limit by >10 mph*

Effect	Odds ratio	Percent reduction	95% confidence limits	
			Lower	Upper
Time (2007 vs. 2006)	0.70	30	25	35
Signs and cameras vs. comparison	0.30	70	66	73
Signs only vs. comparison	0.61	39	33	44
Spillover vs. comparison	0.84	16	7	24

*Logistic regression on the odds of exceeding the speed limit by >10 mph.



declined by about 2 percent. At Montgomery County locations where “photo enforced” signs were installed and speed cameras were deployed, mean speeds declined by another 9 percent (an estimated decline of 11 percent minus the 2 percent decline observed at the Virginia comparison sites). The proportion of vehicles exceeding speed limits by more than 10 mph declined by 70 percent at these sites relative to the Virginia comparison sites (Table 3). Relative to the Virginia comparison sites, at Montgomery County locations with warning signs but no camera deployment, mean speeds declined by 4 percent and the proportion of vehicles exceeding speed limits by more than 10 mph declined by 39 percent. At the noncamera enforced “spillover” sites in Montgomery County, mean speeds declined by 2 percent and the proportion of vehicles exceeding speed limits by more than 10 mph declined by 16 percent, relative to the Virginia comparison sites.

Telephone Surveys

~~Samples of drivers surveyed before and after the start of enforcement included similar~~ proportions of drivers by age group and gender. When asked if speeding was a problem on residential streets, about 74 percent of drivers during both study periods said it was; about 18-19 percent said it was not, and about 7-8 percent did not know. Among drivers who said speeding was a problem, close to half during both study periods said it was a big problem. During both study periods about 78 percent of female respondents thought speeding was a problem compared with 67-68 percent of males (before enforcement: $\chi^2 = 8.4$, $p = 0.0151$, $df = 2$; during enforcement: $\chi^2 = 15.1$, $p = 0.0005$, $df = 2$). There were no consistent differences by age group.

Drivers were asked if speed cameras currently were in use on residential streets in Montgomery County (table not shown). Before camera enforcement 46 percent of drivers responded correctly that speed cameras were not in use (32 percent said cameras were in use, and 22 percent said they did not know). Six months after enforcement began 60 percent of drivers responded correctly that speed cameras were in use (20 percent said cameras were not in use, and 20 percent said they did not know). During camera enforcement young drivers (ages 18-34) were more likely than drivers ages 35-64 and 65 and older to respond correctly that speed cameras were in use (68 versus 61 and 53 percent, respectively; $\chi^2 = 12.5$, $p = 0.0142$, $df = 4$).

Drivers were asked their opinions about the use of speed cameras on residential streets in Montgomery County (Table 4). Those who thought cameras were in use were asked “Do you favor the use of cameras to enforce laws against speeding on residential streets in Montgomery County?” Those who thought cameras were not in use or did not know were asked “Would you favor the use of cameras...” Results in Table 4 were combined for both groups of drivers. The proportion of drivers who favored speed cameras was 58 percent before camera enforcement and 62 percent 6 months after

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Table 4

Responses of Montgomery County Drivers Concerning Approval of Speed Cameras on Residential Streets before and after Start of Enforcement (percent)

	Before enforcement				During enforcement			
	N	Favor	Oppose	Don't know	N	Favor	Oppose	Don't know
Overall	800	58	33	9	800	62	31	8
Ages 18-34	107	52	36	11	106	58	37	5
Ages 35-64	518	56	36	8	519	60	33	7
Ages 65+	175	69	21	10	175	69	21	10
Male	299	53	40	7	309	54	40	6
Female	501	62	29	10	491	67	25	8

enforcement began. In both surveys support for speed cameras was higher among females (before enforcement: $\chi^2 = 11.7$, $p = 0.0029$, $df = 2$; during enforcement: $\chi^2 = 20.0$, $p < 0.0001$, $df = 2$) and among older drivers (before enforcement: $\chi^2 = 15.6$, $p = 0.0036$, $df = 4$; during enforcement: $\chi^2 = 11.8$, $p = 0.0192$, $df = 4$).

In the survey conducted during camera enforcement, drivers opposed to speed cameras ($n = 245$) were asked if they were opposed to surveillance cameras used by law enforcement agencies in general, or only those that ticket speeders. One-third of respondents said they were opposed to surveillance cameras in general, about half (45 percent) were opposed only to speed cameras, and 21 percent had no opinion (table not shown). Drivers aware of the camera program ($n = 479$) were asked if the speed cameras had caused them to reduce their speeds when traveling on residential streets in Montgomery County; 57 percent said they had (table not shown).

In the survey conducted during camera enforcement, drivers were asked if the speed camera program should be expanded to include major arterial streets and interstate highways. The level of support for expanding camera enforcement to arterial streets was 62 percent, the same proportion of drivers that favored use of speed cameras on residential streets. By comparison, 47 percent of drivers favored expanding the use of speed cameras to interstate highways (table not shown).

DISCUSSION

The present study found large and significant reductions in speeding 6 months after implementation of Maryland's first speed camera program in Montgomery County. The size of the effect on speeding 10 mph or more above the speed limit varied by type of study site — 70 percent on streets with both warning signs and speed cameras, 39 percent on streets with just warning signs, and 16 percent on residential streets in the same county with neither warning signs nor speed cameras. The finding of speed reductions beyond the specific locations where cameras were deployed during the initial enforcement period is evidence that highly visible automated enforcement can promote community-wide changes in driver behavior. So-called "distance halo effects" are a key advantage of automated speed

enforcement that generally are not achieved by traditional police speed enforcement (Zaal, 1994). Field studies by Barnes (1984) and Hauer et al. (1982) found speed reductions associated with traditional speed enforcement lasted only several kilometers after police were encountered.

Increasing the perceived risk of detection is one of the most important objectives of all speed enforcement strategies (Ostvik and Elvik, 1990). In most communities with automated speed enforcement programs the number of speed cameras is relatively small compared with the number of roads, so it is important to promote a perception of widespread camera use through highly visible public information and education activities. Informing drivers about the dangers of speeding and the role of automated enforcement, and alerting drivers that cameras are in use, help to build broad support for camera enforcement and are needed throughout the life of the enforcement program.

To maximize potential safety benefits of community automated speed enforcement programs, the primary criterion for camera deployment should be a history of crashes and, to the extent possible, a history of speed-related injury crashes. Other factors such as complaints of speeding, documented speeding problems, and geography should be given secondary consideration.

Although a majority of drivers supported automated speed enforcement on residential streets in Montgomery County, about one-third opposed it. Opponents can express strong views that generate controversies wherever speed cameras are used. Jurisdictions planning to implement speed camera programs should draw on international experience to anticipate the controversies that generally arise (Delaney et al., 2005) and take steps in advance to address them. These steps include (1) targeting locations or corridors with a history of crashes; (2) conducting highly visible public information and education campaigns to create awareness of the dangers of speeding and scope of the community's speeding problem, awareness of the speed camera program, and support for automated speed enforcement; (3) making camera enforcement conspicuous with warning signs and marked vehicles to maximize deterrent effects; and (4) limiting the responsibility of camera vendors to a supporting role.

In Montgomery County support for automated speed enforcement varied by road type, with 62 percent of drivers in support of speed cameras on surface streets and 47 percent in support on interstate highways. The level of support on residential streets and arterials is about equal to results from a recent nationwide telephone survey that found 60 percent of drivers favored speed cameras (Insurance Research Council, 2007). Differences in the level of support by road type might reflect the extent to which drivers perceive speeding is a safety problem or the extent to which they think it is acceptable to speed on these roads. In a recent study of automated speed enforcement on a high-speed urban freeway in Scottsdale, Arizona, 77 percent of drivers favored the use of speed cameras. This relatively high level of support occurred simultaneously with widespread concerns about speeding; about 80 percent of drivers said speeding was a problem on the freeway where speed cameras were deployed (Retting et al., 2007).

~~The current study did not evaluate crash outcomes because of the short amount of time speed~~
cameras had been in effect. Research from countries with more extensive speed camera use has established crash and injury reductions associated with automated speed enforcement (Pilkington and Kinra, 2005; Wilson et al., 2006). Longer term studies are needed to assess effects of sustained speed camera enforcement on vehicle speeds and injury crashes in Montgomery County.

ACKNOWLEDGEMENT

This work was supported by the Insurance Institute for Highway Safety.

REFERENCES

- Barnes, J.W. 1984. Effectiveness of radar enforcement. Wellington, New Zealand: Road Traffic Safety Research Council.
- Berkuti, C. and Osburn, W. 1998. Photo enforcement in the wild west: national city's experience with photo radar enforcement program. Washington DC: Proceedings of the Institute of Transportation Engineers District 6 Annual Meeting.
- Delaney, A.; Ward, H.; Cameron, M.; and Williams, A.F. 2005. Controversies and speed cameras: lessons learnt internationally. *Journal of Public Health Policy* 26:404-15.
- Elvik, R., 2005. Speed and road safety: synthesis of evidence from evaluation studies. *Transportation Research Record* 1908:59-69. Washington, DC: Transportation Research Board.
- Federal Bureau of Investigation, 2007. Crime in the United States. Washington, DC: US Department of Justice. Available: <http://www.fbi.gov/ucr/ucr.htm#cius>. Accessed: May 8, 2007.
- Federal Highway Administration, 2007. Highway statistics. Washington, DC: US Department of Transportation. Available: <http://www.fhwa.dot.gov/policy/ohpi/hss/hsspubs.htm>. Accessed: May 8, 2007.
- Hauer, E.; Ahlin, F.J.; and Bowser, J.S. 1982. Speed enforcement and speed choice. *Accident Analysis and Prevention* 14:267-78.
- Insurance Institute for Highway Safety. 2008. Analysis of data from the Fatality Analysis Reporting System. Arlington, VA.
- Insurance Research Council. 2007. Public attitude monitor, 2007. Malvern, PA.
- National Highway Traffic Safety Administration, 2002. National survey of speeding and unsafe driving attitudes and behaviors. Report no. DOT-HS-809-730. Washington, DC: US Department of Transportation.
- Ostvik, E., and Elvik, R. 1990. The effects of speed enforcement on individual road user behavior and accidents. Proceedings of the International Road Safety Symposium in Copenhagen, Denmark, September 1990.

Pilkington, P. and Kinra, S. 2005. Effectiveness of speed cameras in preventing road traffic collisions and related casualties: systematic review. *British Medical Journal* 330:331-34.

Retting, R.A. and Farmer, C.M. 2003. Evaluation of speed camera enforcement in the District of Columbia. *Transportation Research Record* 1830:34-37. Washington, DC: Transportation Research Board.

Retting, R.A.; Kyrychenko, S.Y.; and McCartt, A.T. 2007. Evaluation of automated speed enforcement on Loop 101 in Scottsdale, Arizona. Arlington, VA: Insurance Institute for Highway Safety.

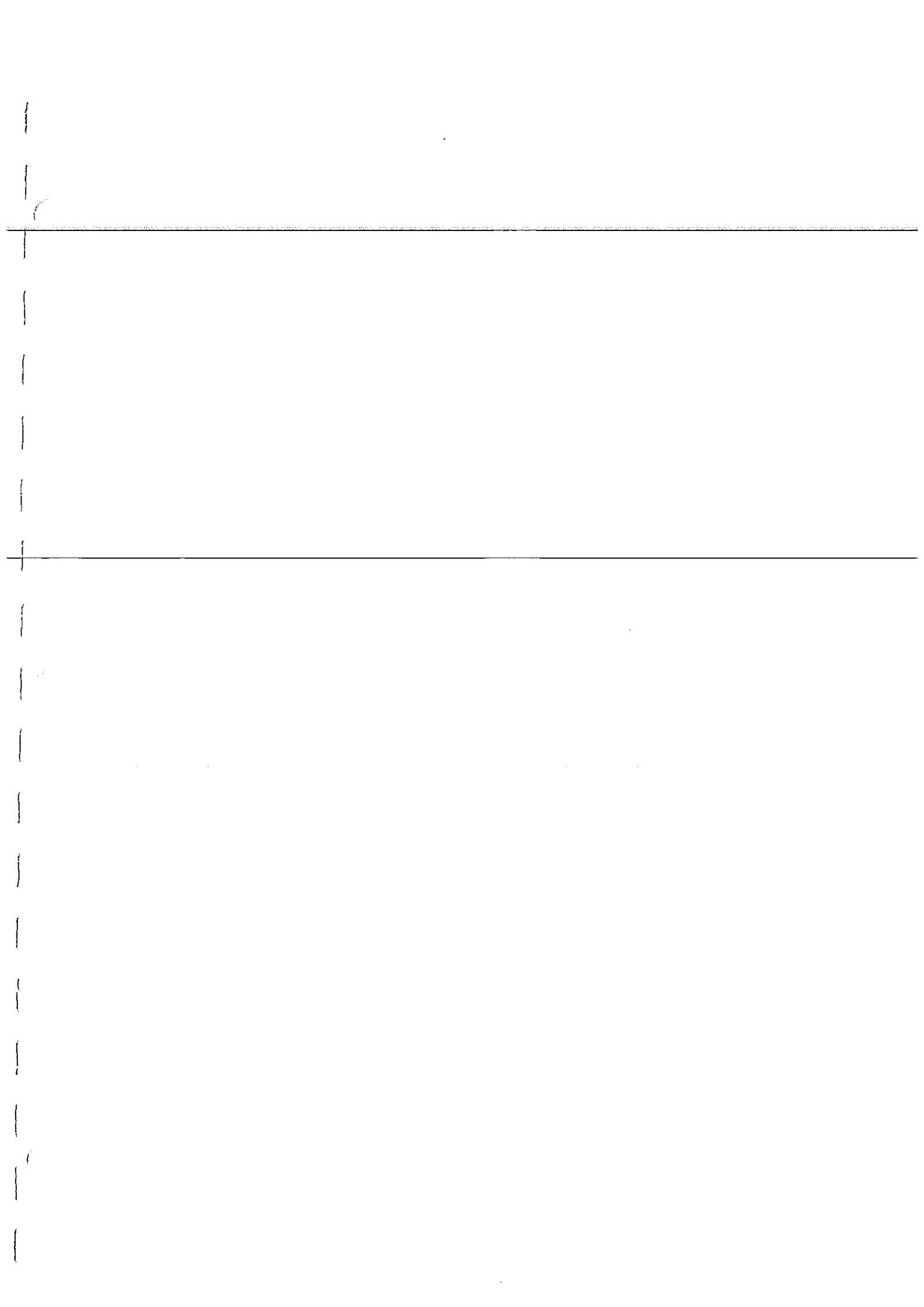
Stuster, J.W. 1995. Experimental evaluation of municipal speed enforcement programs. Report no. DOT-HS-808-325. Washington, DC: National Highway Traffic Safety Administration.

US Census Bureau. 2008. State and county quickfacts: Montgomery County, Maryland. Washington, DC: US Department of Commerce. Available: <http://quickfacts.census.gov/qfd/states/24/24031.html>. Accessed: January 3, 2008.

Wilson, C.; Willis, C.; Hendrikz, J.K.; and Bellamy, N. 2006. Speed enforcement detection devices for preventing road traffic injuries. *Cochrane Database of Systematic Reviews* 2006, Issue 2. Art. no.: CD004607, DOI: 10.1002/14651858.CD004607.pub2.

Zaal, 1994. Traffic law enforcement: a review of the literature. Report no. 53. Victoria, Australia: Monash University Accident Research Centre.

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Traffic Tech – Technology Transfer Series

Number 333

August 2007

Automated Speed Enforcement in School Zones in Portland, Oregon

Automated Speed Enforcement (ASE) combines speed measurement and imaging of speeding vehicles to provide for automatic ticketing of vehicles exceeding a preset threshold. ASE has the potential to deter speeding over a specific location if drivers are aware of the presence of ASE systems. Many communities that have used ASE report a reduction in speeds, and some have reported a reduction in crashes following implementation of ASE programs (e.g., Cunningham, Hummer, & Moon, 2005; Retting & Farmer, 2003; Cities of Beaverton & Portland, 1997; Elvik, 1997).

Since 1995, 170 school-age pedestrians (younger than 19) have died in school-transportation-related crashes. While 70 percent of these children were killed by school buses (or by vehicles functioning as school buses), 30 percent were killed by other vehicles involved in the crashes. Due to their lower awareness of risk and impulsive behavior, child pedestrians are particularly vulnerable. Nearly half of all school-age pedestrians killed in school transportation-related crashes were age 5 to 7.

ASE technology provides a highly visible speed enforcement presence with minimal disruption of traffic flow, and is well suited to speed enforcement in school zones. NHTSA contracted with Westat, Inc., to conduct a demonstration of ASE in school zones in Portland, Oregon, and to evaluate the program's effects on reducing traffic speeds along with the public attitudes and perceptions toward ASE.

Method

ASE was deployed two to three times per week at five school zones in Portland, Oregon, during a three-month period from March through May 2005. Five additional school zones, located in north, northeast, and southwest Portland, served as comparison sites without ASE.

In Portland, school zones have a 20 mph speed limit 24 hours a day. All of the demonstration school zones (and four of the comparison schools) also had flashing beacons, activated during school hours, signifying higher fines for speeding.

The Portland Police Bureau Traffic Division, using two ASE unit vans, deployed ASE two to three times per week at each of the five demonstration school zones. ASE was in place for a total of 331 hours across all sites.

To maximize deterrence, a publicity campaign including a press conference that attracted citywide media attention was held prior to the deployment of ASE. The campaign targeted the neighborhoods of the five demonstration school zones. Road signs were also installed stating "Photo Enforced" to supplement existing "School Speed 20" signs in the demonstration school zones.

Public perceptions and awareness of the ASE program were surveyed on a sample of 400 residents both prior to and during the demonstration program. Traffic volume and speeds were measured by means of JAMAR TRAX RD pneumatic road tube traffic counters for at least 24 hours prior to, during, and following the ASE deployment program.

Findings

When ASE was present and the flashing beacon was off, 85th percentile speeds at demonstration school zones were reduced by approximately 5 mph compared to before the ASE demonstration. Eighty-fifth percentile speeds decreased from 32.4 mph to 27.8 mph. When ASE was present and the flashing beacon was on, 85th percentile speeds were approximately 8-9 mph lower in the demonstration zones than when neither ASE nor the beacon was present (see Figure 1).

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Figure 1. 85th Percentile Speeds for Demonstration Sites by Beacon and Test Condition

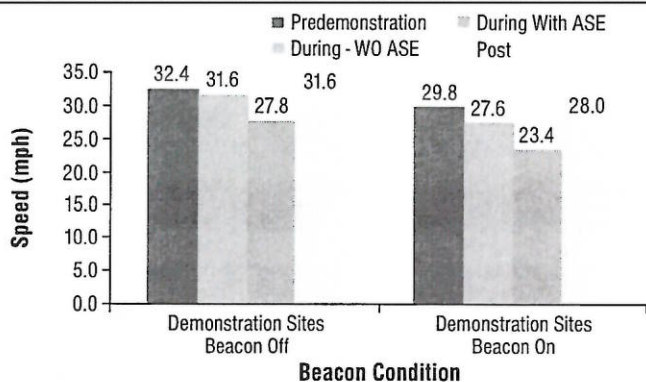


Figure 2. Percentile Speeds for Comparison Sites by Beacon & Test Condition

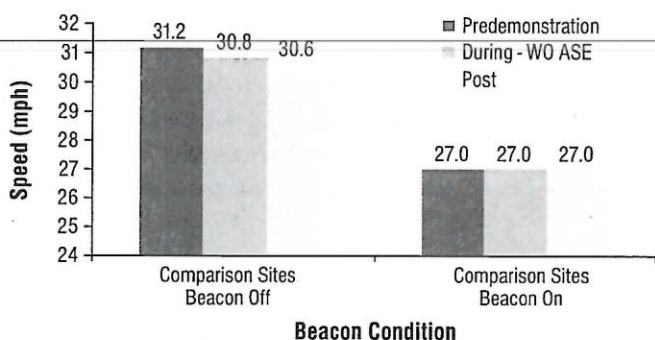


Figure 2 shows the data for comparison sites. In the comparison school zones, no difference in speeds was observed between the pre-demonstration period, demonstration period, and post-demonstration period when the flashing beacon was on. A small decrease in the 85th percentile speeds of 0.6 mph was observed from the pre-demonstration to post-demonstration with the beacon off, similar to the decrease of 0.8 mph at the demonstration school zones.

One notable finding was that speed reduction effects achieved at the demonstration school zones lasted for at least a full month after ASE ceased.

Implications

ASE can be used to reduce speeds in school zones. ASE was shown to be most effective in this application when combined with a flashing beacon.

How to Order

For a copy of *Automated Speed Enforcement in School Zones in Portland, Oregon* (45 pages plus appendices), prepared by Westat, write to the Office of Behavioral Safety Research, NHTSA, NTI-130, 1200 New Jersey Avenue SE., Washington, DC 20590, send a fax to 202-366-7096, or download from www.nhtsa.dot.gov. Paul J. Tremont, Ph.D., was the project officer.

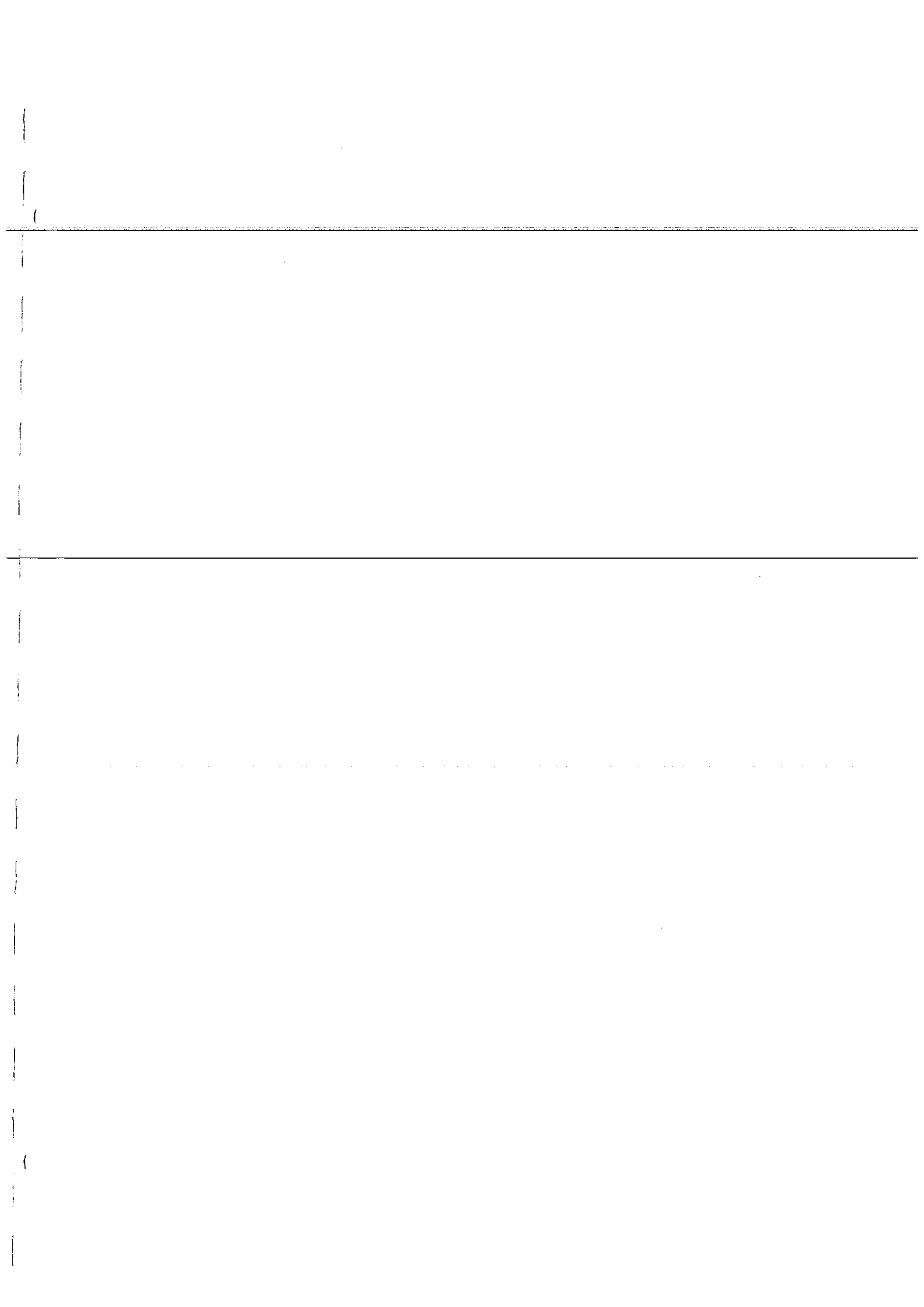


U.S. Department of Transportation
National Highway Traffic Safety Administration

1200 New Jersey Avenue SE., NTI-130
 Washington, DC 20590

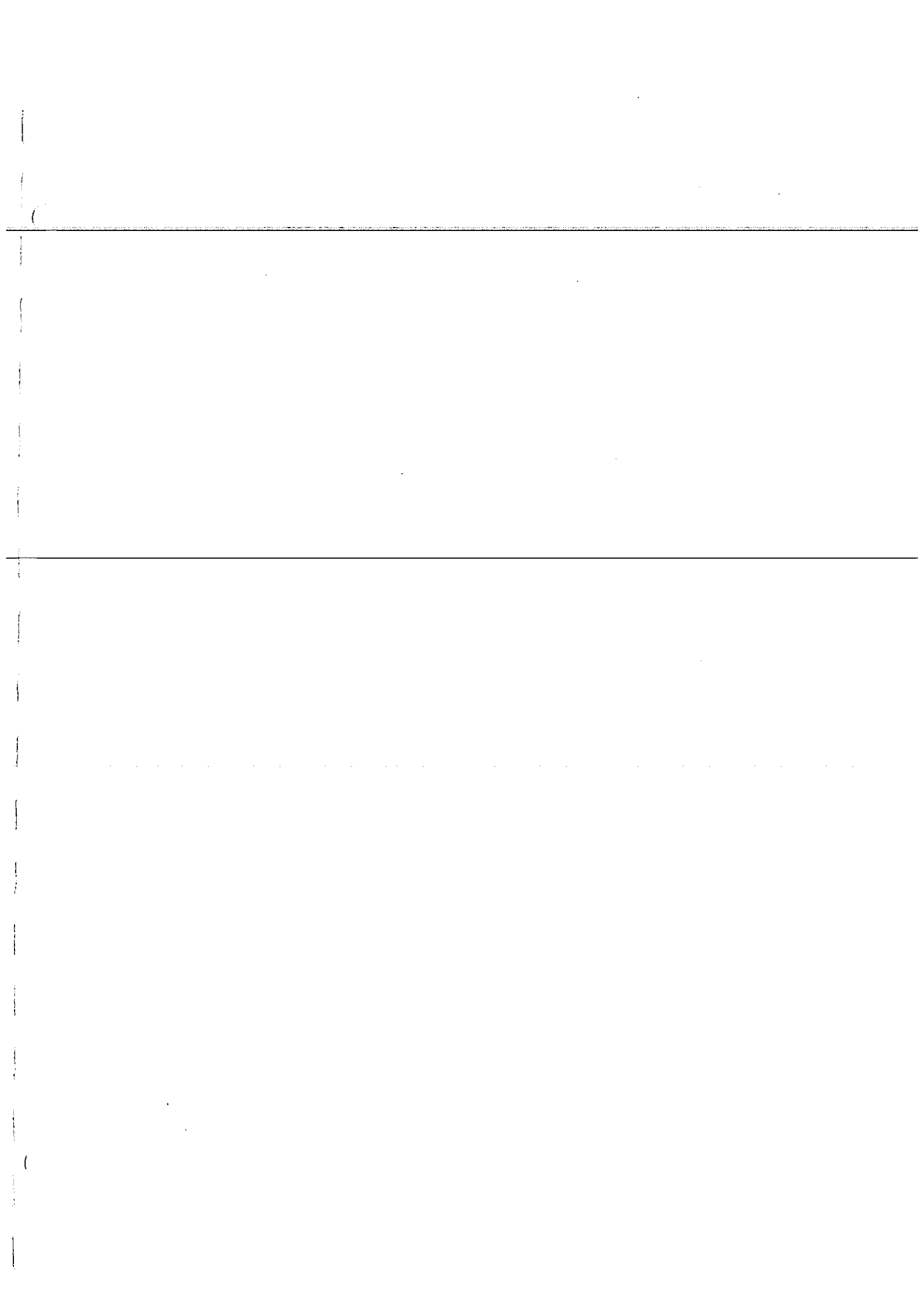
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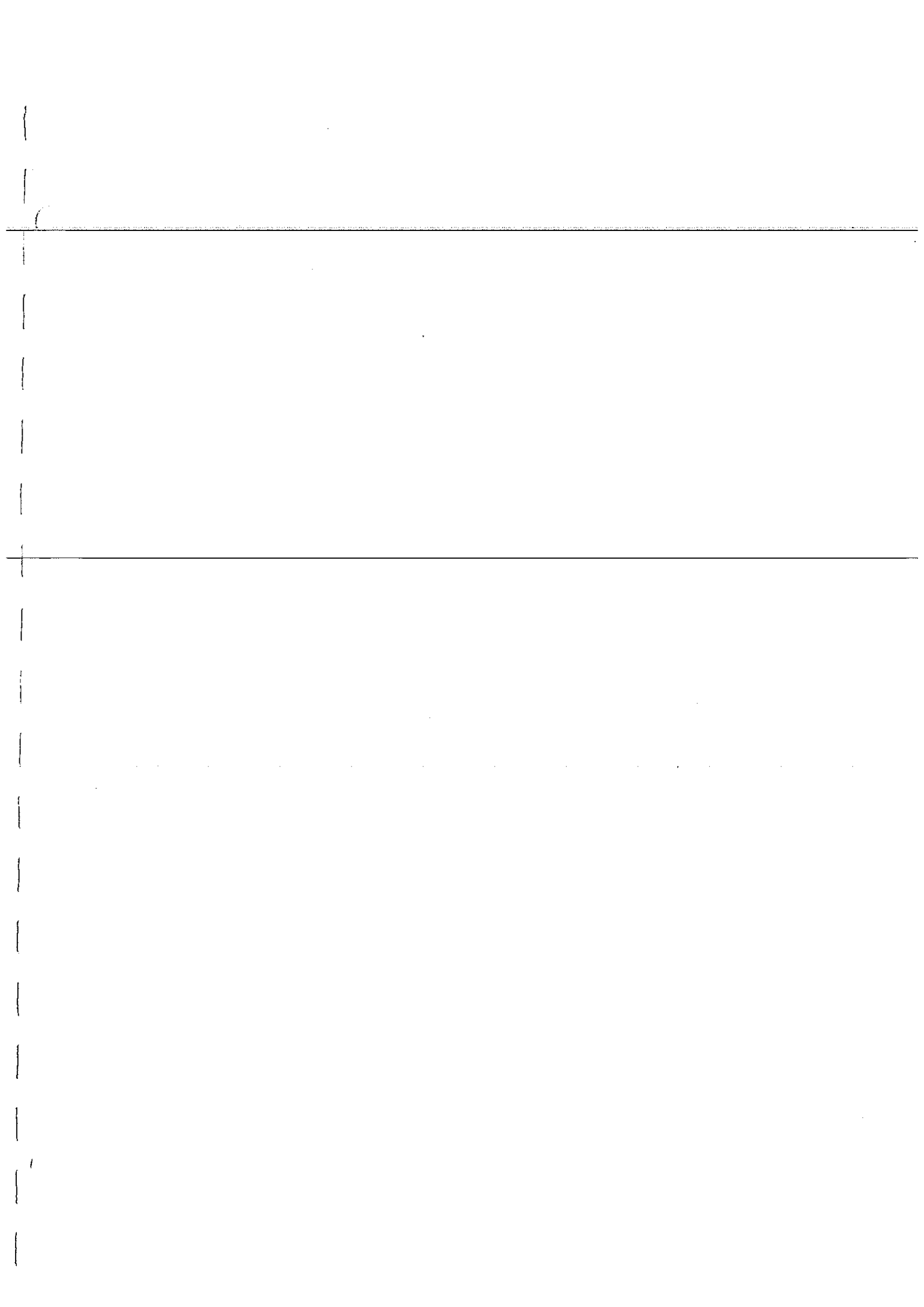
CITY OF COLUMBUS/REDFLEX REVENUE SPLIT

Month	Redflex	City of Columbus Net	% of total
May-06	43,260.94	14,075.06	24.5%
Jun-06	46,429.78	13,776.22	22.9%
Jul-06	46,632.83	20,040.17	30.1%
Aug-06	47,868.29	18,251.81	27.6%
Sep-06	44,050.00	14,745.01	25.1%
Oct-06	58,750.00	19,382.05	24.8%
Nov-06	72,796.00	22,250.16	23.4%
Dec-06	54,716.00	18,984.87	25.8%
Jan-07	79,746.00	27,421.00	25.6%
Feb-07	75,661.00	27,095.05	26.4%
Mar-07	80,156.00	26,891.00	25.1%
Apr-07	73,906.00	24,139.81	24.6%
May-07	74,274.00	25,129.19	25.3%
Jun-07	75,782.00	26,033.25	25.6%
Jul-07	98,677.33	38,459.25	28.0%
Aug-07	94,955.12	34,503.89	26.7%
Sep-07	78,194.73	28,093.13	26.4%
Oct-07	111,138.60	42,727.60	27.8%
Nov-07	93,289.72	35,658.96	27.7%
Dec-07	99,771.53	39,006.24	28.1%
Jan-08	129,588.39	55,510.30	30.0%
Feb-08	144,018.69	40,746.26	22.1%
Mar-08	162,407.74	72,420.69	30.8%
Apr-08	160,899.53	79,442.35	33.1%
May-08	154,711.61	77,687.20	33.4%
Jun-08	159,712.95	83,828.65	34.4%
Jul-08	165,294.08	92,129.37	35.8%
Aug-08	151,390.71	70,151.86	31.7%
Sep-08	155,203.67	67,315.84	30.3%
Oct-08	161,815.37	76,826.76	32.2%
Nov-08	151,771.06	64,975.89	30.0%
Dec-08	141,581.85	57,287.87	28.8%



Jan-09	155,313.12	86,771.49	35.8%
Feb-09	159,523.17	69,242.76	30.3%
Mar-09	157,301.01	84,965.13	35.1%
Apr-09	122,747.78	40,920.85	25.0%
May-09	77,996.15	23,185.99	22.9%
Jun-09	17,116.95	97,057.31	85.0%
Jul-09	89,856.24	27,761.46	23.6%
Aug-09	76,116.65	55,544.66	42.2%
Sep-09	51,707.57	47,240.90	47.7%
Oct-09	81,017.38	50,030.55	38.2%
Nov-09	70,215.87	43,749.35	38.4%
Dec-09	67,172.11	39,776.54	37.2%
Jan-10	65,326.31	39,769.49	37.8%

Total 4,479,861.83 2,061,003.24 31.5%



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SUMMARY OF
PHOTO RED LIGHT
REVENUE SPLIT

	Vendor %	Municipality %
Historical Columbus	68.5% (\$4,479,861 as of January 2010)	31.5% (\$2,061,002 as of January 2010)
Proposed Columbus Contract		
a. Existing 20 systems	38%	62%
b. Proposed 20 and Mobile Speed	45%	55%
Dayton	65%	35%
West Carrolton	60%	40%
Trotwood	65%	35%
Toledo	55%	45%
Norwood	75%	25%
Middletown	\$45	
Parma Heights	\$45	

City of Dayton

Redflex receives 65% of the fines paid, or \$55 per paid citation. Contract except:

Dayton, OH

**SECOND AMENDMENT TO AGREEMENT FOR TRAFFIC
DIGITAL CAMERA SYSTEM**

This Second Amendment is made this 6 day of July, 2007 between the City of Dayton, Ohio ("City") and Redflex Traffic Systems, Inc. ("Contractor")

On July 10, 2002, the Commission of the City of Dayton approved an Agreement for Traffic Signal Digital Camera System between the City and the Contractor which was amended on April 8, 2003 ("Agreement"). The parties have determined that it is necessary to clarify their Agreement to address situations in which the owner or responsible party refuses to tender payment of the civil penalty for a violation of Section 31121 of the Revised Code of General Ordinances of the City of Dayton and additional collection efforts must be initiated. In addition, the parties agree to the renewal of their Agreement as permitted by Section Nine of the Agreement and to other amendments to the terms of the Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Section Two of the Agreement is deleted in its entirety and replaced with the following:
 - A. Fee

A complete payment for the Contractor's performance of the RFS Obligations hereunder, the Contractor is entitled to receive, per Paid Notice of Liability, an amount equal to SIXTY FIVE PERCENT (65%) of the amount tendered up to a maximum Agreement amount of FIFTY FIVE DOLLARS (\$55.00). For purposes of this Agreement, "Paid Notice of Liability" means that the owner or responsible party makes payment, in whole or partial satisfaction of the civil penalty assessed for a violation of Section 31121 of the Revised Code of General Ordinances of the City of Dayton ("R.C.G.O.") to the Contractor, but it shall specifically exclude all payments in Delinquent Accounts (as defined in Subsection C) below).

City of West Carrollton

Redflex receives 60% of the fines paid, or \$60 per paid citation. Contract except:

**EXHIBIT "D"
COMPENSATION & PRICING**

Per Paid Fee

Red Light and Fixed Speed Cameras

1 to 1000 Notices paid per month per system: 60% to Redflex, 40% to Customer including partial payments.

1001 + Notices paid per month per system: 55% to Redflex, 45% to Customer including partial payments. Review Percentages based upon \$100.00 per citation.

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:

1. Redflex construction will be able to utilize existing conduit for installation where space is available.
2. The provision of all necessary communication, broad

West Carrollton, OH

City of Trotwood

Redflex receives 65% of the fines paid, or \$65 per paid citation. Contract except:

EXHIBIT "D"
COMPENSATION & PRICING

Red Light and Fixed Camera Speeding Violations

65% of Paid Citations

Mobile Speed Van

\$1,500 per month fixed lease fee (as operator is City employee)
Plus
\$30 per paid citation

Trotwood, OH

City of Toledo

Redflex receives 55% of the fines paid, or \$52.25 per paid citation. Contract except:

Toledo, OH

PROGRAM

This Agreement ("Agreement") is made as of this ___ day of _____, 2007, between Traffic Systems, Inc., a Delaware corporation with offices at 4047 Bristol Parkway, City, California 90230 ("Traffic Systems"), and the City of Toledo, Ohio, a municipal corporation with offices located at One Government Center, Toledo, Ohio 43624 ("Customer").

WHEREAS Traffic Systems, Inc. (Traffic Systems) and the City of Toledo (the Customer) entered into an agreement for photographic enforcement of red light running violations on June 1st, 2002; and

WHEREAS, RTS and the Customer executed a program extension option on January 1st, 2003; and

WHEREAS, the Customer revised existing legislation to allow for photographic enforcement of excessive speed violations and increased the civil penalty from \$15 to \$25 and reauthorized program pricing with RTS on September 1st, 2003; and

WHEREAS, RTS and the Customer executed an additional program extension option on January 1st, 2004; and

WHEREAS, RTS and the Customer desire to renew and continue the traffic safety benefits realized from the Automated Photo Speed and Red Light Enforcement Program and as authorized by City of Toledo Council Ordinance #713-07 passed November 13, 2007;

NOW THEREFORE, RTS and the Customer agree as follows:

AGREEMENT RENEWAL

TERM. The term of this Agreement renewal shall commence on January 1st, 2008 and shall continue for a period of five (5) years. The Customer shall have the right, but not the obligation, to extend the term of this Agreement renewal for up to two (2) consecutive and automatic one (1) year periods following the expiration of the initial renewal term.

PRICING. RTS and the Customer agree to the following fine share percentages and terms:

A. ALL PAID NOTICES FROM ANY CAMERA SYSTEM (RED LIGHT, FIXED SPEED, MOBILE SPEED)	% OF FINE SHARE	
	CUSTOMER	RTS
• CIVIL PENALTY OF \$15	43%	57%
• CIVIL PENALTY OF \$25	52%	48%
• CIVIL PENALTY OF \$225	61.25%	38.75%

City of Northwood

Redflex receives 75% of the fines paid, or \$71.25 per paid citation. Contract except:

EXHIBIT "D"
COMPENSATION & PRICING

Red Light and Speed Camera Speeding Violations

75% of Paid Citation

Mobile Speed Van

\$2,500 per month (fixed base fee for one operator & City employee)
Plus
\$30 per paid citation

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:

1. Redflex contractors will be able to utilize existing conduit for installation where space is available.
2. Since paid Citations of Liability are currently processed by a central "Lock Box" application of Sky Bank, Bowling Green, Ohio, Redflex will furnish to the City monthly their portion of the fines collected.
3. Each year the pricing will increase by the CPI. CPI will be derived from the publication of the U.S. Department of Labor City Northwood, OH.
4. If the City Fine Allocation increases, Redflex will ~~proportionate~~ ~~proportion~~ to the fine increase.

City of Middletown

Redflex receives \$45 per paid citation. Contract except:

EXHIBIT "D"
COMPENSATION & PRICING

Per Paid Cit

1-1 \$9 paid citation per month \$45 to Redflex Traffic Systems

1.95 paid citation per month \$40 to Redflex Traffic Systems

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:

1. Redflex contractors will be able to utilize existing conduit for installation where space is available. If it is determined by the City that new conduit must be installed, the cost of the installation of the same shall be borne by Redflex.
2. If the City amends the ordinance to increase the fine amount, then Redflex shall be entitled to a proportional increase in fees per paid citation.
3. Except where a business remains unpaid due to a default in the gross cash received as described herein, Customer agrees to pay Redflex within thirty (30) days after the invoice is received. A monthly late fee of 1.5% is payable for amounts remaining unpaid 30 days from date of invoice if said amount is not disputed by the Customer.
4. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility of Redflex.
5. The ongoing provision of any and all necessary electrical power to the Designated Intersection Approaches will be the sole responsibility of the Customer.
6. The City shall be solely responsible for installing required signage. Customer shall be solely responsible for the fabrication of any signage. Middletown, OH

City of Parma Heights

Redflex receives \$45/\$47 per paid citation. Contract except:

EXHIBIT "D"
COMPENSATION & PRICING

Per Paid Fee

Per Paid Citation Fee

PRICING MODEL

Fixed Location Combination Red Light and Speed Enforcement & Speed Enforcement Systems (for Violation Type) up to 4 hours of night. Additional hours \$20.00 per hour.	0-200 = \$195.00 200+ = \$250.00
Red Light Enforcement Systems (1-2 hours of night. Additional hours \$20.00 per citation) & Mobile Speed Enforcement (7.5 hours operation)	0-200 = \$140.00 200+ = \$185.00

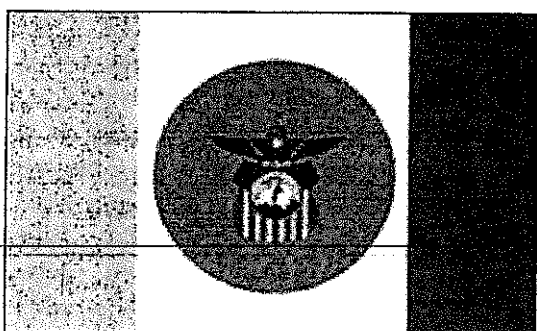
BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:

- Redflex construction will be able to utilize existing conduit for installation where space is available. If it is determined that new conduit the installation of the same shall be borne by Redflex.
- Pricing rates will be calculated on aggregate level and approved by the Council of Parma Heights, OH

J

Michael Maly
Manager, Delivery Services / Office Services
3 Limited Parkway
Columbus, Oh 43230
614-415-7792 - Office
614-203-7792 - Mobile

From: Ivanic, John P. [<mailto:JPivanic@columbus.gov>]
Sent: Thursday, March 18, 2010 4:59 PM
Subject: Red Light Camera Program



COLUMBUS CITY COUNCIL MEDIA ALERT

For Immediate Release: MARCH 18, 2010

For More Information:
John Ivanic, (614) 645-6798
[Web](#) - [Facebook](#) - [Twitter](#)

SAFETY COMMITTEE CONSIDERS UPDATING RED LIGHT CAMERA PROGRAM

WHO:

Councilmember Andrew J. Ginther
Columbus Department of Public Safety
Columbus Division of Police

WHEN:

Monday, March 22, 2010
5:00 PM

WHERE:

City Council Chambers
City Hall
90 West Broad Street

WHAT:

Columbus City Councilmember Andrew J. Ginther, Chair of the Public Safety Committee, will conduct a public hearing to discuss the future of the City's "Focus on Safety" red light camera program.

The City of Columbus currently has 20 red light cameras at various intersections and is considering expanding the program; putting additional cameras at locations which have proven to be dangerous. Public Safety leaders are also working on a plan to better ensure the safety of children at school zones, parks, recreation centers, and community pools.

Public testimony will be accepted. Those wishing to testify should fill out a speaker slip on the day of the hearing between the hours of 8:00 am - 5:00 pm in the lobby entrance located on the Front Street side of City Hall. Free parking is available in the Gay Street parking lot on the north side of City Hall after 5:00 pm.

-30-

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COLUMBUS CITY COUNCIL

MICHAEL C. MENTEL, *PRESIDENT*
HEARCEL F. CRAIG, *PRESIDENT PRO TEM*
ANDREW J. GINTHER
A. TROY MILLER
EILEEN Y. PALEY
CHARLETA B. TAVARES
PRISCILLA R. TYSON



City Hall 90 West Broad Street
Columbus, Ohio 43215-9015
614/645-7380 Fax 614/645-6164
columbuscitycouncil.org

CITY CLERK- Andrea Blevins, CMC
DEPUTY CITY CLERK- Darla M. Character-Johnson, Esq.

PUBLIC HEARING

PUBLIC SAFETY COMMITTEE

AGENDA

Monday, March 22, 2010

5:00 PM

City Council Chambers

PUBLIC SAFETY COMMITTEE MEETING TO DISCUSS THE CITY'S PHOTO RED LIGHT SYSTEM.

CALL TO ORDER/ INTRODUCTION

Explanation of purpose for the public hearing; introduction of those in attendance.

DISCUSSION OF PHOTO RED LIGHT SYSTEM

Councilmember Andrew J. Ginther, Chair, Public Safety Committee

Public Safety Director Mitchell Brown

Deputy Public Safety Director George Speaks

Commander Richard Bash

QUESTIONS AND ANSWERS

Questions and comments from Columbus City Councilmembers in attendance.

PUBLIC TESTIMONY

All interested citizens are invited to offer public testimony specifically related to the Photo Red Light System. Comments should be limited to three (3) minutes. Individuals wishing to offer testimony should fill out a speaker slip prior to the meeting per Council rules for speaking before Council.

CLOSING REMARKS

Closing remarks/ comments from all participants; next steps

ADJOURN

From: McSweeney, Kate
Sent: Monday, March 22, 2010 11:06 AM
To: Paul, Kenneth C.
Cc: Ivanic, John P.
Subject: Look ok? AgendaPhotoredlight



AgendaPhotore...

Councilmember Ginther, other members of Council, I am pleased to present to you the Department of Public Safety's recommendations for a limited expansion of the City of Columbus "Focus on Safety" Photo Red Light Program.

According to the Insurance Institute for Highway Safety, 762 people were killed and an estimated 137,000 were injured in 2008 due to accidents that involved the running of a red light.

The "Focus on Safety" photo red light program in Columbus is helping to save lives by reducing deadly right-angle crashes at some of the most dangerous intersections. The success of this system is demonstrated by a dramatic change in driver behavior where we have seen a 76.3 percent reduction in right angle crashes at the camera protected intersections.

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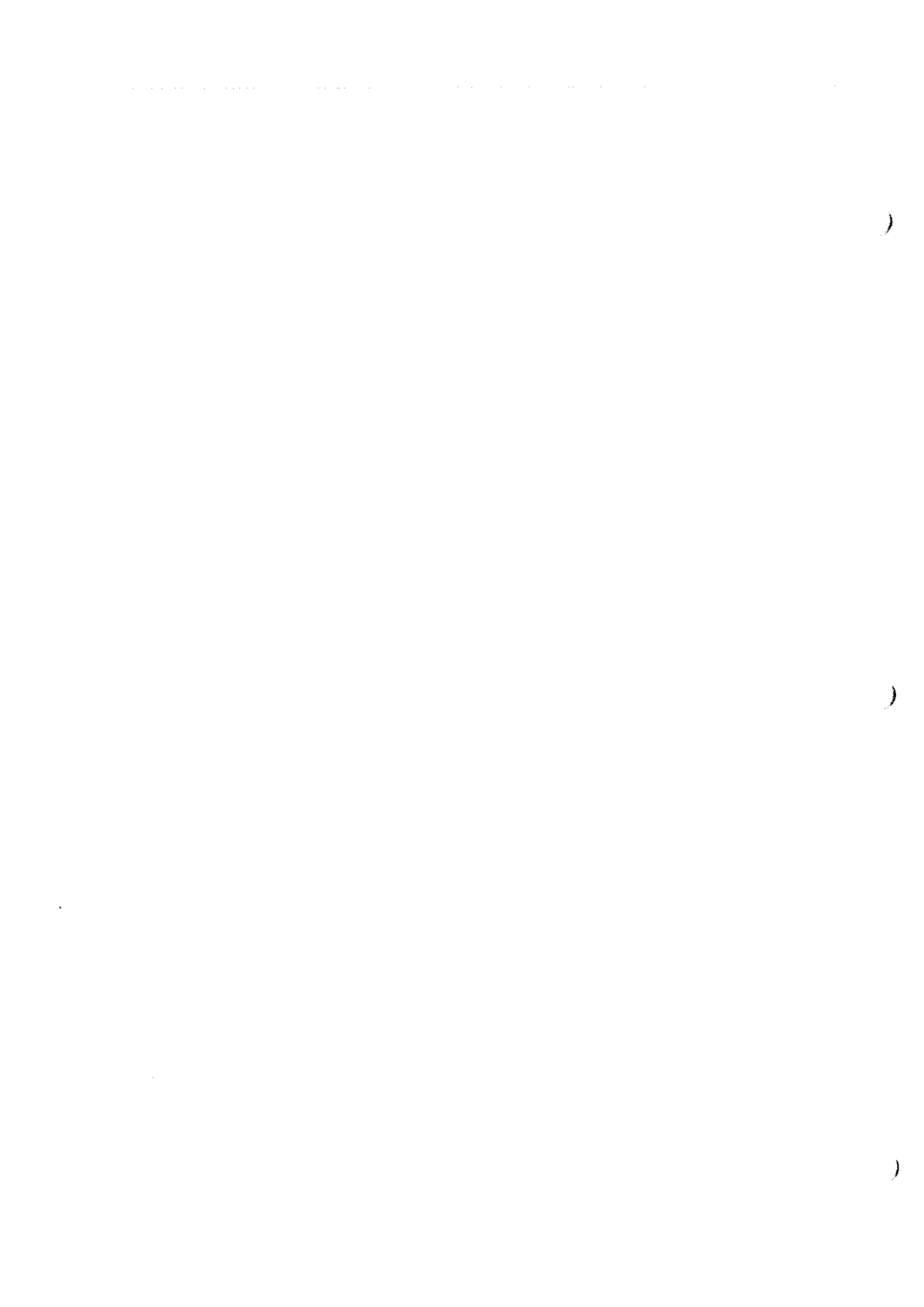
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Because this program focuses primarily on safety, this expansion has the full support of Mayor Michael B. Coleman and several other Central Ohio organizations including; Columbus City Schools, Nationwide Insurance, Grange Insurance, Mothers Against Drunk Driving (MADD), the Central Ohio Trauma System, and the American Council of the Blind.

Here with me tonight to discuss the recommendations and to answer follow up questions on expansion are photo red light project manager Deputy Public Safety Director George Speaks and Commander Richard Bash from the Columbus Division of Police Traffic Bureau.

Thank you.



**RECOMMENDATIONS FOR LIMITED
EXPANSION OF THE
“FOCUS ON SAFETY”
PHOTO RED LIGHT PROGRAM**

Mitchell J. Brown

Director, Department of Public Safety

George Speaks

Deputy Director, Department of Public Safety

Richard Bash

Commander, Columbus Division of Police



March 22, 2010

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In the video post
video,
Example of pedestrian about
being hit at
4:47 + Mt. Vernon

COL 4MT 01

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“Focus on Safety”

Photo Red Light Camera program

- Saves lives and decreases injury and property damage by reducing deadly right-angle crashes caused by drivers who attempt to “beat the light.”



The 1st Corner Limited Chitted

→ Left: Boat Ho Yellow

→ Bottom: Red Light Runner

Deadly Combinations

COL SUCH 01
10 HUNS 703

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Program Background

- Approved by Council in 2005
- First cameras activated in early 2006, the last in late 2007
- Camera site selection was generally based on two criteria:
 1. Dangerous Intersections
 2. Constructability



How It Works

- Cameras take multiple photos and a 12-second video
- Digital images are transmitted to the vendor for review
- The vendor constructs a complete evidence case with pictures, video, and vehicle license information
- Columbus police officers review the images and decide whether to issue a citation

41,243
38,182

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Results

- The most recent data shows an overall average **reduction from 68 crashes per year to 16 crashes per year** at the 18 camera-protected intersections

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Preventable Deaths & Property Damage

- About half of those victims were innocents: pedestrians or occupants of cars hit by red-light runners.

Results

- **76.3% reduction** in right-angle crashes
 - Intersection of 3rd and East Main
 - 2003-2007: 18 right-angle crashes
 - 2007-present: 0 right-angle crashes

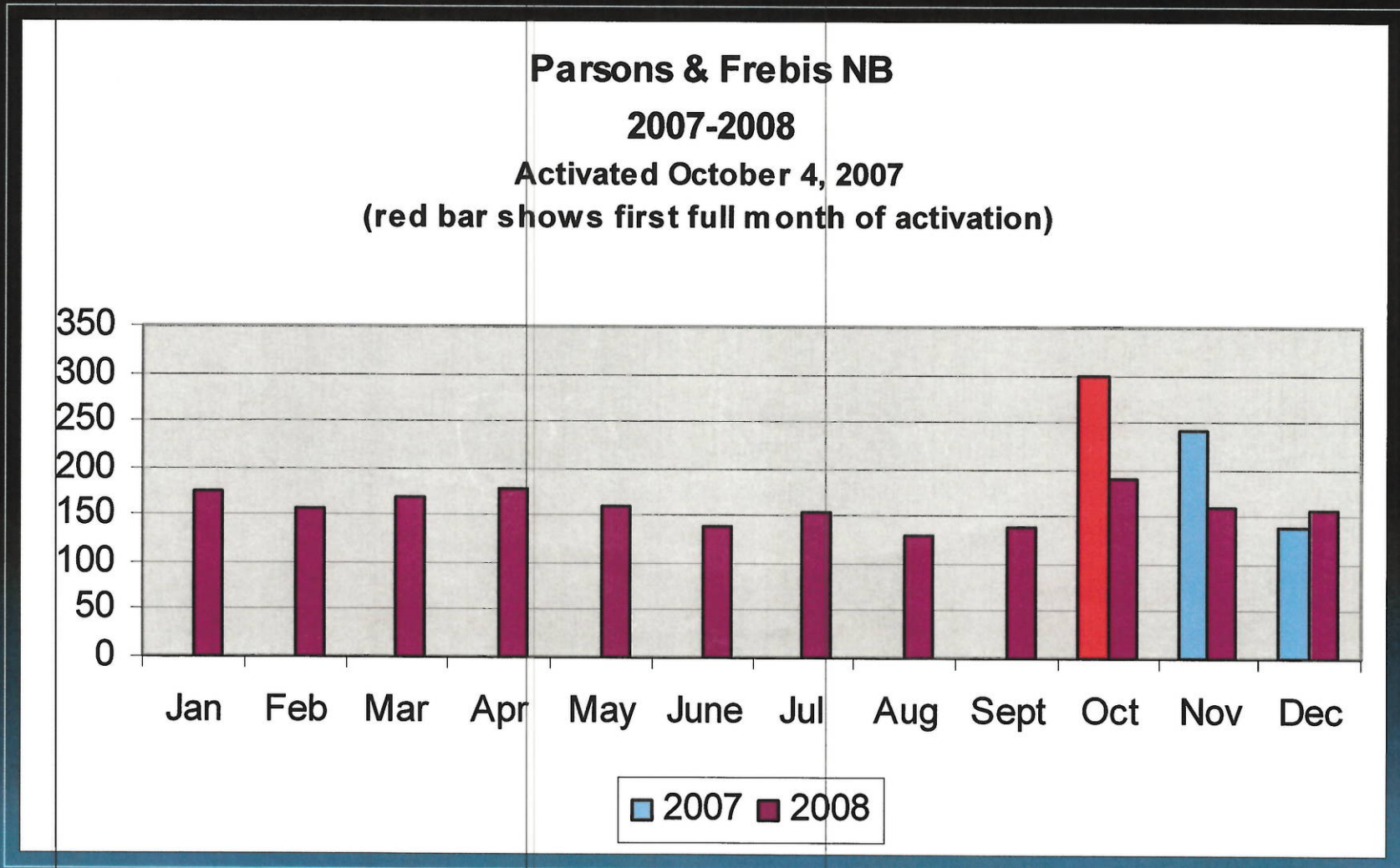
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Results

- Total violations **reduced by 58.9%**



Commitment to Transparency

- *Focus On Safety* emphasizes **safety**
- Significant public awareness and education initiated prior to implementation
- Camera site selections based on historical crash data, **not** data concerning which intersections would best produce revenue
- Data provided to the press whenever requested
- Public announcements made prior to cameras going online
- No fines issued during the first 30 days of a new camera (just notices)

Commitment to Transparency (continued)

- Assurance that yellow-light timing meets and/or exceeds statewide standards
- Well-marked signage erected at all equipped intersections
- Trained, experienced police officer (not a civilian) reviews camera footage to determine whether a citation should be issued
- Fair appeal process instituted
 - Hearing Officer
 - Franklin County Municipal Court

38,182
507
± 1.3% 90%
(71 cases)

Expansion Recommendations

- Expand photo red light enforcement from current 20 systems to 40
- Do not retrofit existing nor introduce new fixed speed cameras at any intersections
- Utilize two mobile speed vehicles to patrol areas where children assemble, i.e. school zones, parks, playgrounds, and pools

Expansion Recommendations

Expand photo red light enforcement from our current 20 systems to 40

- City has approximately 15,000 intersections
 - 1,008 are signalized
 - 18 equipped with photo red light technology
 - Intersections will be selected based on determination and ranking of the most dangerous
 - Well-marked signage will be erected
 - Notice will be provided as to when the cameras will be activated
 - 30-day grace period
 - Same appeal process utilized

Expansion Recommendations

Do not retrofit existing nor introduce new fixed speed cameras at any intersections

- Numerous studies in the U.S. and abroad show speed cameras decrease accidents
- Not recommended that we convert our existing cameras nor implement new fixed cameras that issue speed citations
- Backlash may jeopardize continuation of current successful program
- Multi-year study of the red light camera program in Virginia Beach which found red light running violations more than tripled after the law permitting the city to use red light cameras was allowed to expire in 2005.

(Dr. Bryan Porter, Old Dominion University, 2007)

Expansion Recommendations

Utilize two mobile speed vehicles to patrol areas where children assemble, i.e. school zones, parks, playgrounds, and pools

- If successful, the City has the option of obtaining two additional speed vans
- Vehicles provided at no upfront cost with the exception of automated license plate readers
- Technology will instantaneously alert the officer if a license plate is registered to an owner who has outstanding criminal warrants for crimes such as those against children as well as Amber Alerts.

Studies show school zone camera mobile speed enforcement decreases speeds

- Montgomery County, Maryland

- 6 months after implementation of mobile speed cameras on residential streets and school zones

- Proportion of drivers exceeding speed limits by more than 10 mph declined by about 70%

(“Evaluation of Automatec Speed Enforcement in Montgomery County, Maryland,” Insurance Institute for Highway Safety, 2008)

- Portland, Oregon

- “Speed reduction effects achieved at the demonstration school zones lasted for at least a full month after Automated Speed Enforcement ceased.”

(“Automated Speed Enforcement in School Zones in Portland, Oregon,” U.S. Department of Transportation, 2007)

Studies show school zone camera mobile speed enforcement decreases speeds

- New South Wales, Australia
 - Speed cameras in 10 school zones
 - Overall reductions in traffic speeds not only in school zones but also on roads approaching school zones

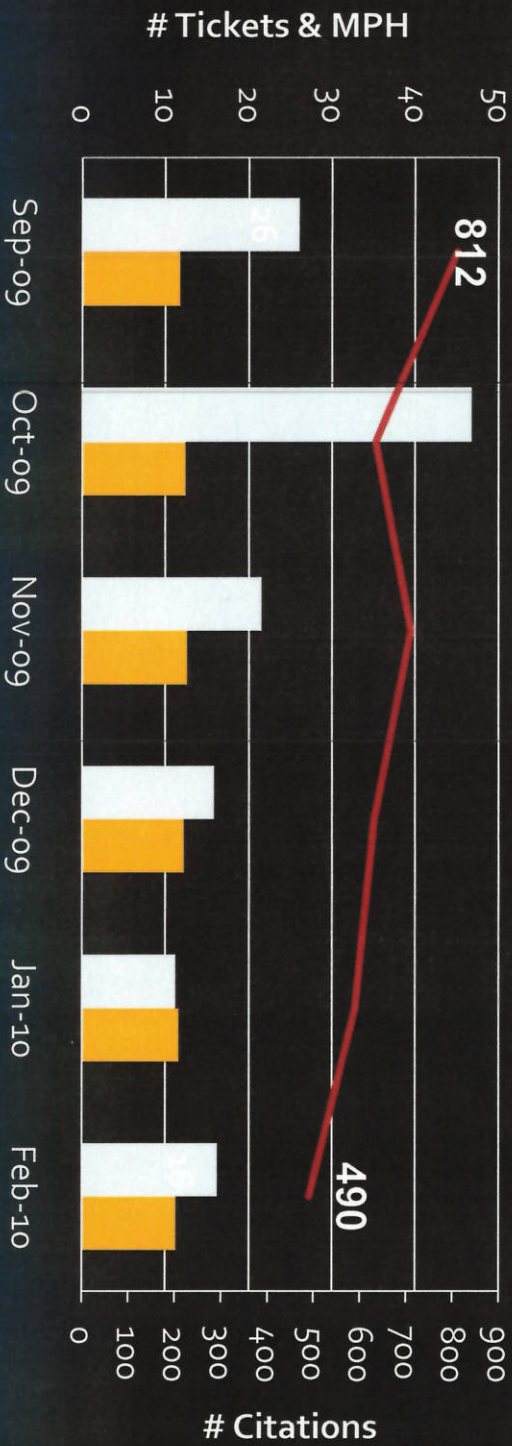
(“Evaluation of Speed Cameras in 40 km/h School Speed Zones,” Roper, 2005).

Parma, Ohio

Parma

Tickets per Hour, MPH Over Speed Limit & Total Citations

Sep 09 - Feb 10



	Sep-09	Oct-09	Nov-09	Dec-09	Jan-10	Jan-10	Feb-10	Feb-10
Tickets per Hour	26	47	22	16	11			16
MPH Over Speed Limit	12	12	13	12	12			11
Total Citations	812	635	711	631	590			490

Mobile Speed Enforcement Vehicle

- Ford Escape Hybrid
 - Radar & cameras that capture evidence in high-resolution digital stills with full-motion video
 - Towing hitch attached to vehicle allows deployment of portable speed display boards
 - Automated license plate reader will be installed
 - Instantaneously alerts officer if a license plate is registered to an owner who has outstanding criminal warrants for crimes such as those associated with being a pedophile
 - Instantaneously alerts officer should an Amber Alert be assigned to the passing vehicle



Recommendation for Revenue Split

- Columbus will have the most favorable contract pricing in Ohio for a system that does not utilize fixed camera speed enforcement at intersections.

		Fine	Vendor %	Columbus %
	Currently in Columbus	\$95.00	68.5% \$4,479,861 as of Jan 10	31.5% \$2,061,002 as of Jan 10
Proposed Columbus Contract	Existing 20 Systems		38%	62%
	Proposed 20 Systems & Mobile Speed		45%	55%

Handwritten notes in red:
 - show of fine
 - 90% vendor
 - to AT
 - Safety
 - plus trust
 - some safety
 - Strickland

No Upfront Costs to City

- Fixed red-light systems (new and existing) and mobile speed systems will be installed and maintained by the vendor with no upfront or initial costs to the City.
- Routine maintenance and fuel on the mobile speed vehicles will be the responsibility of the City.

Contract Extension

- The contract with Redflex would be extended from 2010 to 2013
- The City would also have the option of extending in 2014 and 2015

Implementation Process

1. Collect and analyze multi-year data to identify the most dangerous intersections
2. Review constructability; engineering and plan review will take place prior to implementing construction
3. City ordinance must be amended to allow for civil citations for speeding in or very near school zones, parks, pools, and playgrounds
4. Mobile speed vehicles must be ordered and delivered; police officers trained in utilization
5. Develop a public awareness and education program concerning the dangers of speeding near school zones, parks, pools, and playgrounds
6. Mobile speed camera program will begin after the initiation of the public awareness and education program
7. **Goal:** begin mobile speed enforcement by late summer 2010 and be ready for the upcoming school year

Through the implementation of
this recommendation, we hope
to prevent these type of accidents.
(Cleveland Springs)

Likewise, through speed enforcement
we hope to better protect our
children at ~~schools~~ ~~where~~ the
schools play and
socialize.

COL CLSP 01

Thank you

K



City of Columbus

Legislation Report

Office of City Clerk
90 West Broad Street
Columbus OH 43215-9015
columbuscitycouncil.org

File Number: 0535-2010

30 Day

File ID: 0535-2010

Type: Ordinance

Status: Passed

Version: 1

*Committee: Safety Committee

File Name: Reflex-Photo Red Light Contract modification and
Extension

File Created: 03/23/2010

Final Action: 05/06/2010

Auditor Cert #: AC030911

Auditor: When assigned an Auditor Certificate Number I, the City Auditor, hereby certify that there is in the treasury, or anticipate to come into the treasury, and not appropriated for any other purpose, the amount of money specified hereon, to pay the within Ordinance.

Contact Name/No.: Ekow Dennis 645 4238

Floor Action (Clerk's Office Only)

Mayor's Action

Council Action

Mayor

Date

Date Passed/ Adopted

President of Council

Veto

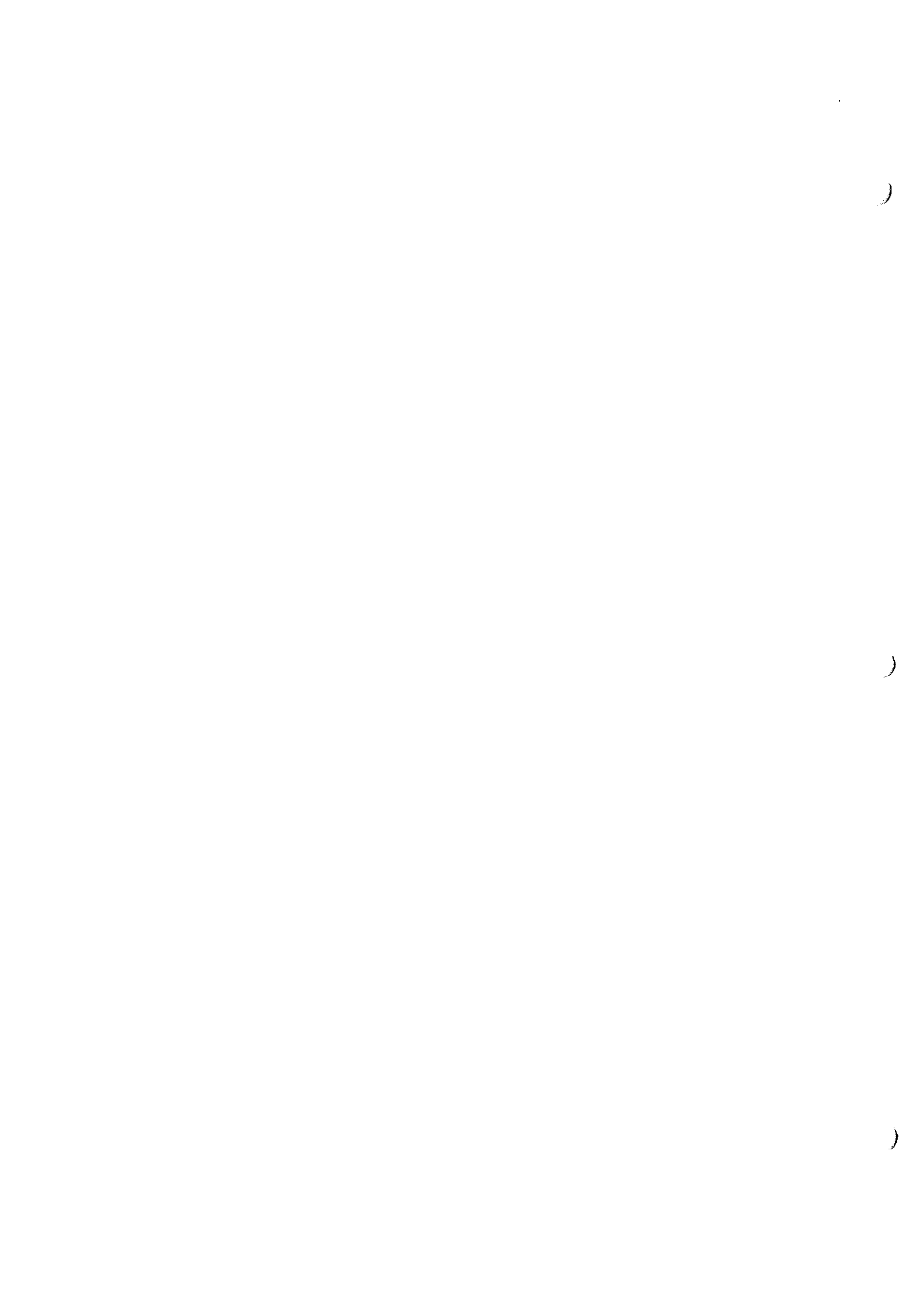
Date

City Clerk

Title: To authorize the City Auditor to transfer \$31,200.00 within the Photo Red Light Fund and to authorize the Director of Public Safety to modify and extend the contract with Reflex Traffic Systems, Inc. for the continuation, maintenance, and limited expansion of the focus on safety photo red light enforcement program; to waive the competitive bidding requirements of Columbus City Codes; and authorize the expenditure of \$31,200.00 from the Photo Red Light Fund. (\$31,200.00)

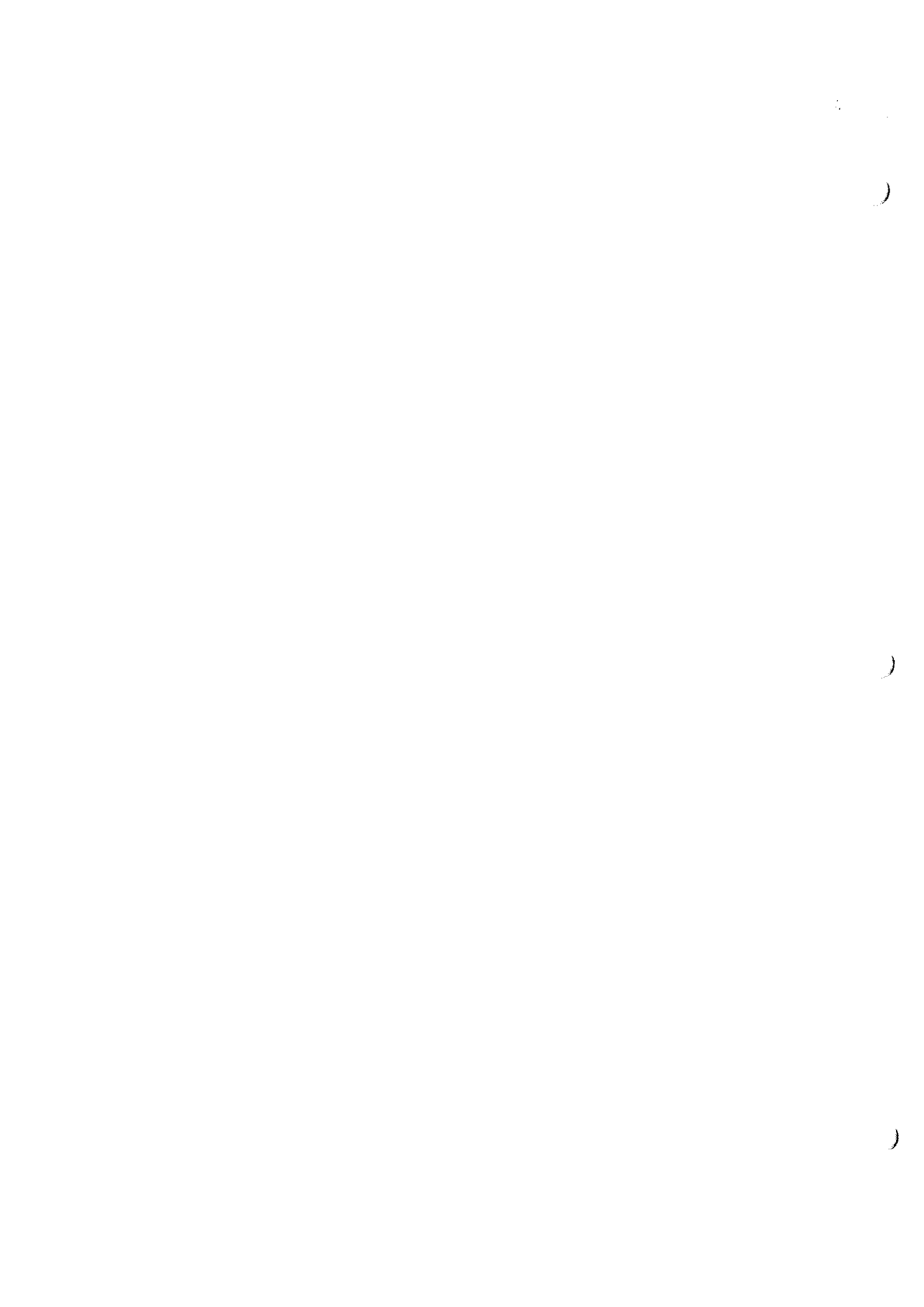
Sponsors:

Attachments: BidWaiverForm.doc



Approval History

Version	Date	Approver	Action



History of Legislative File

Ver.	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Safety Drafter Notes: <i>edd</i>	03/24/2010	Sent for Approval	Safety Reviewer			
1	SAFETY DIRECTOR Notes: <i>MJB/djg</i>	03/24/2010	Reviewed and Approved	Finance Inbox			
1	Finance Reviewer Notes: <i>anheiser</i>	03/24/2010	Reviewed and Approved	Finance Reviewer			
1	Finance Reviewer Notes: <i>djbush</i>	03/25/2010	Reviewed and Approved	FINANCE DIRECTOR			
1	FINANCE DIRECTOR Notes: <i>PRR</i>	03/25/2010	Reviewed and Approved	Safety Drafter			
1	Safety Reviewer Notes: <i>djg</i>	03/29/2010	Reviewed and Approved	Auditor Inbox			
1	Auditor Reviewer Notes: <i>HUGH J. DORRIAN BY JSM (\$31,200.00) (AC030911)</i>	03/29/2010	Reviewed and Approved	Auditor Reviewer			
1	CITY AUDITOR Notes: <i>HJD/bam</i>	03/29/2010	Reviewed and Approved	Safety Drafter			
1	Safety Reviewer Notes: <i>djg</i>	03/31/2010	Reviewed and Approved	EBOCO Inbox			
1	EBOCO Reviewer Notes: <i>kcp</i>	04/01/2010	Sent for Approval	EBOCO DIRECTOR			
1	EBOCO DIRECTOR Notes: <i>ffy</i>	04/01/2010	Reviewed and Approved	Safety Drafter			
1	Safety Drafter Notes: <i>edd</i>	04/06/2010	Sent for Approval	Atty Inbox			
1	CITY ATTORNEY Notes: <i>jsg</i>	04/07/2010	Reviewed and Approved	Safety Drafter			
1	Safety Drafter Notes: <i>edd</i>	04/07/2010	Sent to Clerk's Office for Council	City Clerk Inbox			
1	Columbus City Council	04/19/2010	Read for the First Time				
1	COUNCIL PRESIDENT	05/03/2010	Signed				
1	Columbus City Council	05/03/2010	Approved				Pass
1	MAYOR	05/05/2010	Signed				
1	CITY CLERK	05/06/2010	Attest				

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EBOCO: Following review and approval, when required, the Equal Business Opportunity Commission Office certifies compliance with Title 39 as of date listed.

City Attorney: Following review and approval, when required, this ordinance has been reviewed by the City Attorney's Office as to its form and legality only.

Explanation

BACKGROUND: The "Focus On Safety" Photo Red Light Camera program saves lives and decreases injury and property damage by reducing deadly right-angle crashes caused by drivers who attempt to "beat the light." The City of Columbus has a Photo Red Light Program that has been in place since December 2005. The success of the Columbus program is demonstrated by a dramatic change in driver behavior as shown by a significant decrease in crashes at photo equipped intersections and an overall reduction in the running of red lights.

The purpose of this ordinance is to allow the Director of Public Safety to contract for a limited expansion of the public safety program by doubling the camera systems from 20 to 40 and to introduce mobile speed camera vehicles equipped with automated license plate readers to patrol school zones, parks, playgrounds, and pools. Public Safety and Redflex originally entered into a contract for services and related equipment for a three year period which expired in March 2009 and was subsequently modified and extended for an additional year.

~~This ordinance also authorizes the City Auditor to transfer \$31,200 within the Photo Red Light Fund, from personnel to contractual services to allow for the purchase of license plate reader systems by the contractor.~~

Contract Compliance Number: 943292233. Expires 3/23/2011.

Fiscal Impact. This ordinance authorizes the transfer and expenditure of \$31,200.00 within the Photo Red Light Fund for the purchase of the license plate reader systems from Redflex. There will be no fiscal impact on General Fund expenditures. The contractor's compensation shall consist of a percentage per citation paid. Approximately \$31,200.00 will be expended from the Photo Red Light Fund to purchase up to four automatic license plate reader systems. The Contractor's compensation in the past four years has been deducted from revenues generated.

Title

To authorize the City Auditor to transfer \$31,200.00 within the Photo Red Light Fund and to authorize the Director of Public Safety to modify and extend the contract with Redflex Traffic Systems, Inc. for the continuation, maintenance, and limited expansion of the focus on safety photo red light enforcement program; to waive the competitive bidding requirements of Columbus City Codes; and authorize the expenditure of \$31,200.00 from the Photo Red Light Fund. (\$31,200.00)

Body

WHEREAS, the City of Columbus has in excess of 15,000 intersections, of which approximately 1,008 are signalized and of which 18 are equipped with photo red light cameras; and

WHEREAS, the photo red light camera system saves lives by reducing deadly right-angle crashes due to drivers attempting to "beat the light"; and

WHEREAS, the success of the Columbus system is demonstrated by a dramatic decrease in driver behavior as shown by an average overall annual reduction from 68 to 16 crashes at camera protected intersections which is tantamount to a 76.5 percent reduction of right-angle crashes; and

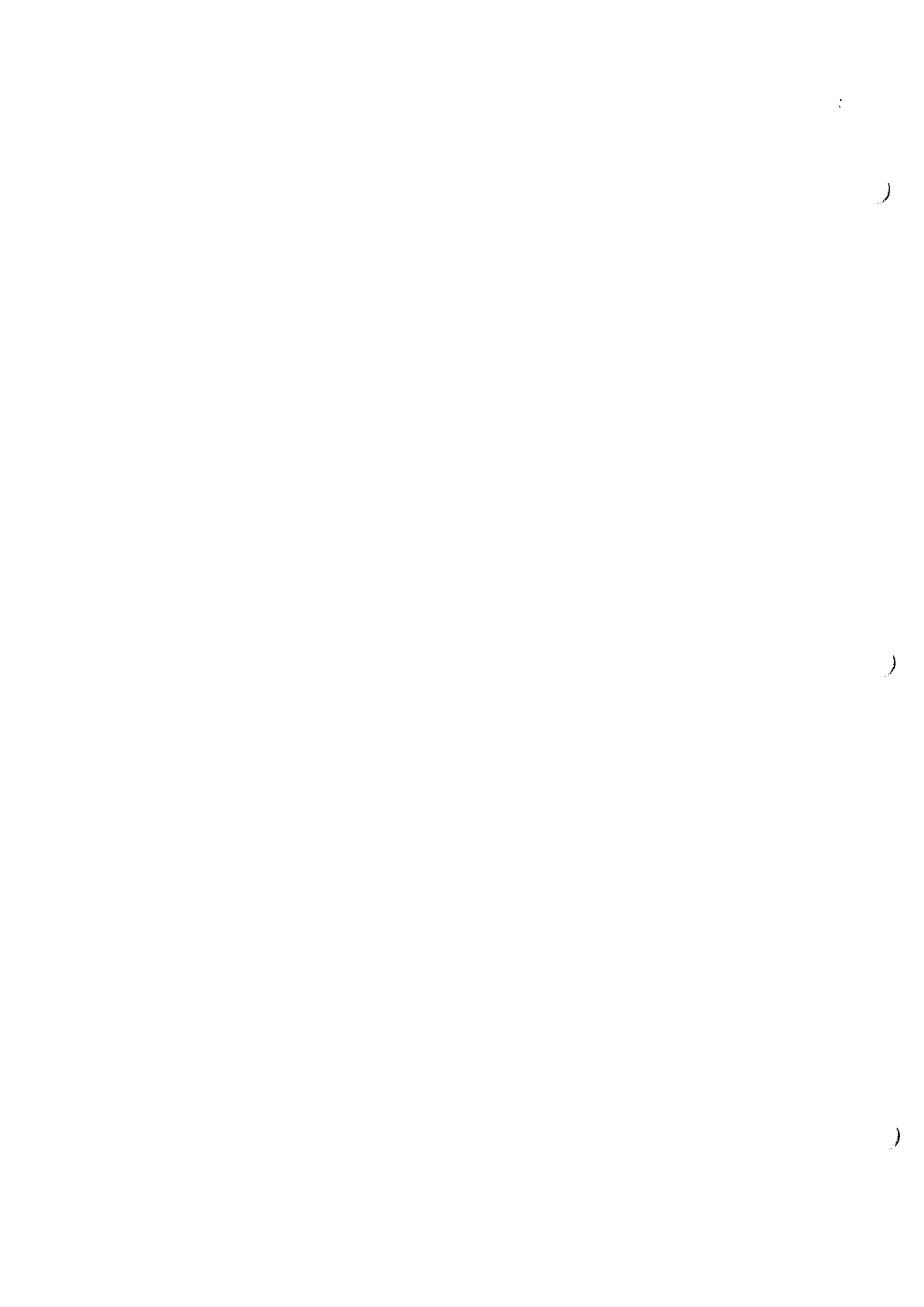
WHEREAS, the success of the Columbus system is also demonstrated by an overall reduction of 58.9 percent in red light violations; and

WHEREAS, expanding the systems from 20 to 40 should result in the same outstanding public safety benefits; and

WHEREAS, it is not recommended to retrofit our existing photo red light cameras nor introduce new fixed speed cameras at any location; and

WHEREAS, the Columbus system will utilize mobile speed vehicles to patrol areas where children assemble, i.e. school zones, parks, playgrounds, and pools; and

WHEREAS, the Director of Public Safety is authorized to modify and extend the contract with the Redflex Traffic



Systems from the period 2010 to 2013 with additional options; and

~~WHEREAS, it is necessary to waive the competitive bidding provisions of the Columbus City Code, 1959 so that continuity of these specialized services are maintained, and~~

WHEREAS, the City of Columbus will receive a greater share of revenue from the vendor; and

WHEREAS it is necessary for the City Auditor to transfer funds within the Photo Red Light Fund, from Personnel to Contractual Services; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS, OHIO:

SECTION 1. That the Director of Public Safety is authorized to modify and extend the contract with Redflex Traffic Systems, Inc. of Scottsdale, Arizona for the continuation, maintenance, and limited expansion of the focus on safety photo red light enforcement program.

SECTION 2. That the City Auditor is hereby authorized and directed to transfer funds within the Photo Red Light Fund as follows:

FROM: Dept/Div 30-03|Fund 293|OCA Code 293001|Obj Level One 01| Object Level Three 1000| Amount \$31,200.00

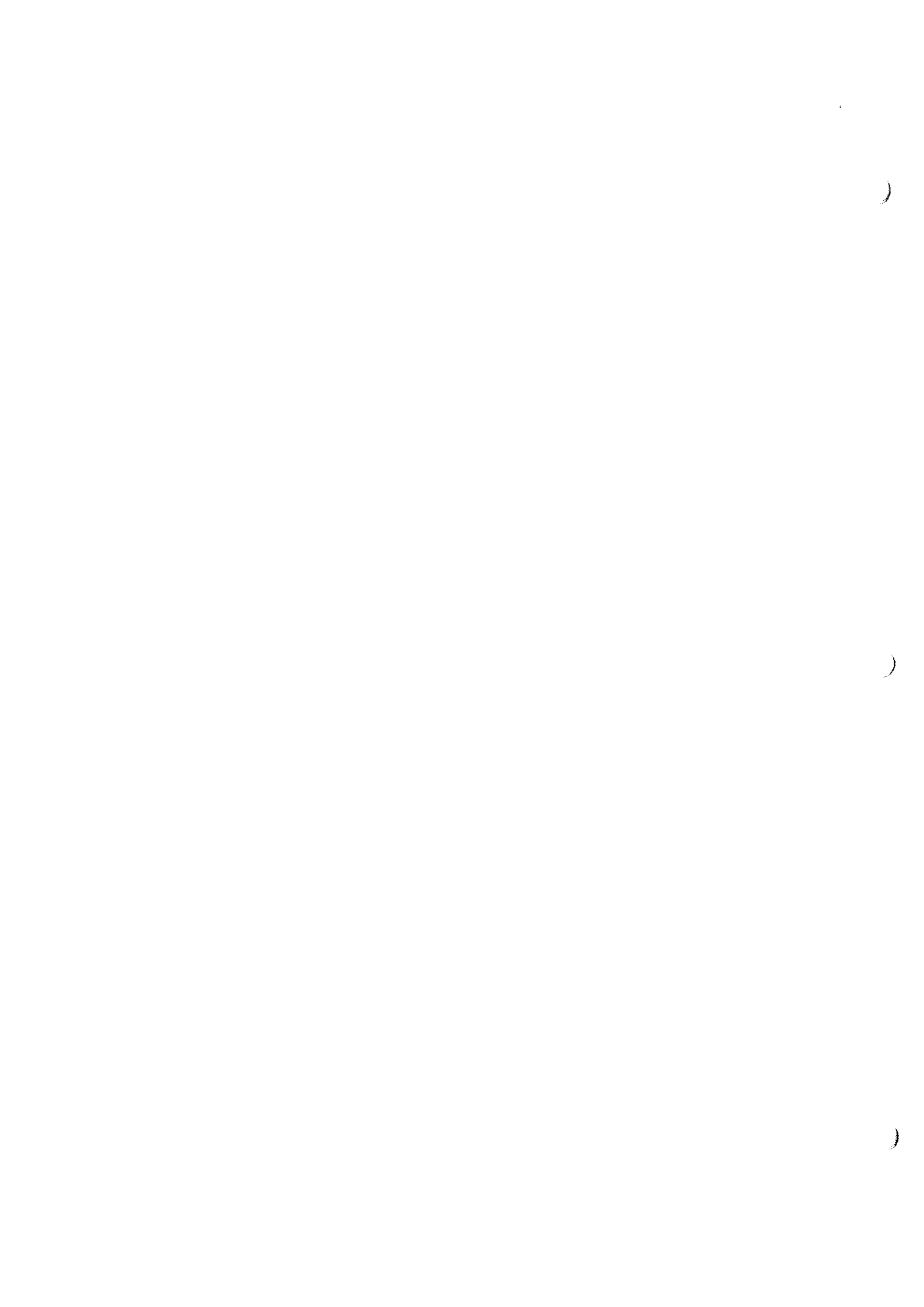
TO: Dept/Div 30-03|Fund 293|OCA Code 293001|Obj Level One 03| Object Level Three 3336| Amount \$31,200.00

~~**SECTION 3** That for the purpose specified in Section 1, an expenditure of \$31,200.00, or so much thereof as may be necessary, is hereby authorized to be expended from The Department of Public Safety, Division of Police 30-03:~~

Fund 293| OCA Code 293001| Object Level One 03|Object Level Three 3336. to purchase up to four automatic license plate reader systems.

SECTION 4. That the Council of the City of Columbus finds it is in the best interests of the City to waive the competitive bidding provisions of Columbus City Codes, 1959, 329.06.

SECTION 5. That this ordinance shall take effect and be in force from the earliest period allowed by law.



**CITY OF COLUMBUS
BID WAIVER INFORMATION FORM**

TO ACCOMPANY LEGISLATION WHICH WAIVES ANY PROVISIONS OF COLUMBUS CITY CODES CHAPTER 329
(PLEASE LIMIT YOUR RESPONSE TO THIS SHEET)

1. Reasons for waiving City Code bid procedure:

- emergency breakdown causing unplanned need
 - item to be purchased is of a perishable nature
 - need to extend an existing contract
 - there is not enough time to obtain formal bids to satisfy need
 - non-price error on either the bidder's or the City's part in the bid proposal
 - a new law or regulation requires immediate compliance
 - other _____
-

2. Detailed explanation of reason (must be completed by division):

It is necessary to waive City Code bid procedure so continuity of the specialized photo red light services is maintained. The original Contract with Redflex resulted in the construction and installation of Photo Red Light Cameras that will be expensive to replace with a new vendor.

3. Informal procedure used:

- telephone quotations
 - written quotations
 - negotiations
-

4. Informal bids received and prices for each:

5. If lowest bid was not accepted, explain criteria for award:

ORDINANCE #: 1069-2005

APPROVED BY: Authorized Approval on Corresponding Legislative File

DATE: _____



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**SECOND MODIFICATION AND EXTENSION TO AGREEMENT
BETWEEN CITY OF COLUMBUS AND REDFLEX
TRAFFIC SYSTEM**

This Second Modification is made as of this 3 day of ~~April~~^{July} 2010, by and between the City of Columbus, Ohio (hereafter, "City"), by and through its Director of Public Safety, and Redflex Traffic Systems (hereafter, "Contractor") with its principal place of business at 6047 Bristol Parkway 1st floor, Culver City, California 90230.

WHEREAS, City and Contractor originally entered into a contract in 2006 for services and related equipment for a three year period which expired in 2009 and at the City's discretion was extended for an additional 12 month period.

WHEREAS, both parties agree that certain modifications to that original contract are required in order to extend this contract and to modify the scope and compensation.

NOW, THEREFORE, in consideration of the mutual obligations set forth herein, the City and Contractor agree as follows:

1. The term of this modification and extension shall be for an additional three year period and shall expire on 3 day of ~~April~~^{July}, 2013 and whereby the City shall have the right, but not the obligation, to extend the Term of this Agreement for up to two (2) additional consecutive and automatic one (1) year periods following the expiration of the 2013 Term.
2. The Contractor will be SAS70 compliant by November 2012. In the event that Contractor fails to be compliant by November 2012, Contractor shall pay liquidated damages to the City in an amount equal to \$50,000. Contractor and City expressly agree that such amount of liquidated damages is intended to compensate the City for its losses occasioned by Contractor's failure to adhere to the contract. The parties expressly agree that the liquidated damages clause set forth herein is not in any manner intended to constitute a penalty. In addition, the parties expressly agree that any actual damages would be uncertain as to amount and difficult of proof; that this Contract as a whole, along with all Exhibits hereto, is not so manifestly unconscionable, unreasonable, and disproportionate in amount as to justify the conclusion that it does not express the true intention of the parties; and that this Contract is consistent with the conclusion that it was the intention of the parties that damages in the amount stated should follow the breach thereof. Contractor expressly agrees that it waives any and all rights to challenge, in any court or other tribunal, any assessment of liquidated damages in the vent of its non-performance of its duties under this paragraph. Nothing herein shall preclude the city from seeking additional damages to which it may be entitled, if any, under the law.
3. Scope. The Contractor and the City shall mutually agree to install, maintain and operate a comprehensive photo enforcement program with a scope to include:
 - 3.1. Up to an additional twenty (20) red-light enforcement systems, for a total of forty (40) operational red-light enforcement systems.

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3.2. Up to four (4) mobile speed systems (vehicle is currently a Hybrid Ford Escape) to be deployed where children assemble such as school zones, parks, playgrounds, and pools. The City intends to utilize two vehicles and will evaluate after a due diligence interim as to whether an additional two vehicles will be needed. City may alter the exterior of the vehicle with Division of Police insignia and emergency lighting and may make needed changes to the interior for purposes of communications equipment, etc. City shall provide fuel and routine maintenance; Contractor shall be responsible for non-routine maintenance.

3.3 The City will have the right to lease at no upfront or initial costs to the City automatic license plate reader systems (ALPR) to be installed in the vehicles. Redflex will provide the hardware, install, maintain, and provide training. This optional service will be provided for an additional annual fee of \$7,800 per unit annually.

3.3. The Fixed Red-Light Enforcement systems (new and existing) and the mobile speed systems shall be installed, and maintained with no upfront or initial costs to the City. The sole revenue to the Contractor is detailed in Section 4.2 below.

3.4. Contractor shall train at no cost to the City any and all requisite City employees.

4. Pricing

4.1. Contractor's current base compensation as set forth in the contract is:

Tier	Definition	% paid to Redflex	%paid to Redflex
1	0-1000/month paid	65%	\$61.75
2	1001-2000/month paid	55%	\$52.25
3	2000+/month paid	40%	\$38.00

4.2. The parties agree that the new compensation shall be the following for Fixed Red-Light Enforcement Systems (New and Existing) and for the Mobile Speed Systems. Specifically, the City shall receive 62% of all revenue for fixed systems installed on or before January 1, 2010 and 55% on systems (fixed or mobile) installed thereafter.

5. Contractor shall establish a relationship with a local business (e.g. bank or grocer) to provide a convenient local payment venue for central Ohio residents to pay their fine.

This Second Modification and Extension to Agreement supplants both the original Agreement and the initial Modification between City and Redflex. All other terms and conditions of the original Agreement between the City of Columbus and Redflex will remain in full force and effect. If terms and conditions are inconsistent between this modification and the original Agreement documents, this modification will control.

Signed this 3 day of ~~April~~ ^{July}, 2010.

THE CITY OF COLUMBUS, OHIO

Department of Public Safety
Mitchell J. Brown, Director

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Mitchell J. Brown (for S)

REDFLEX TRAFFIC SYSTEMS, INC.

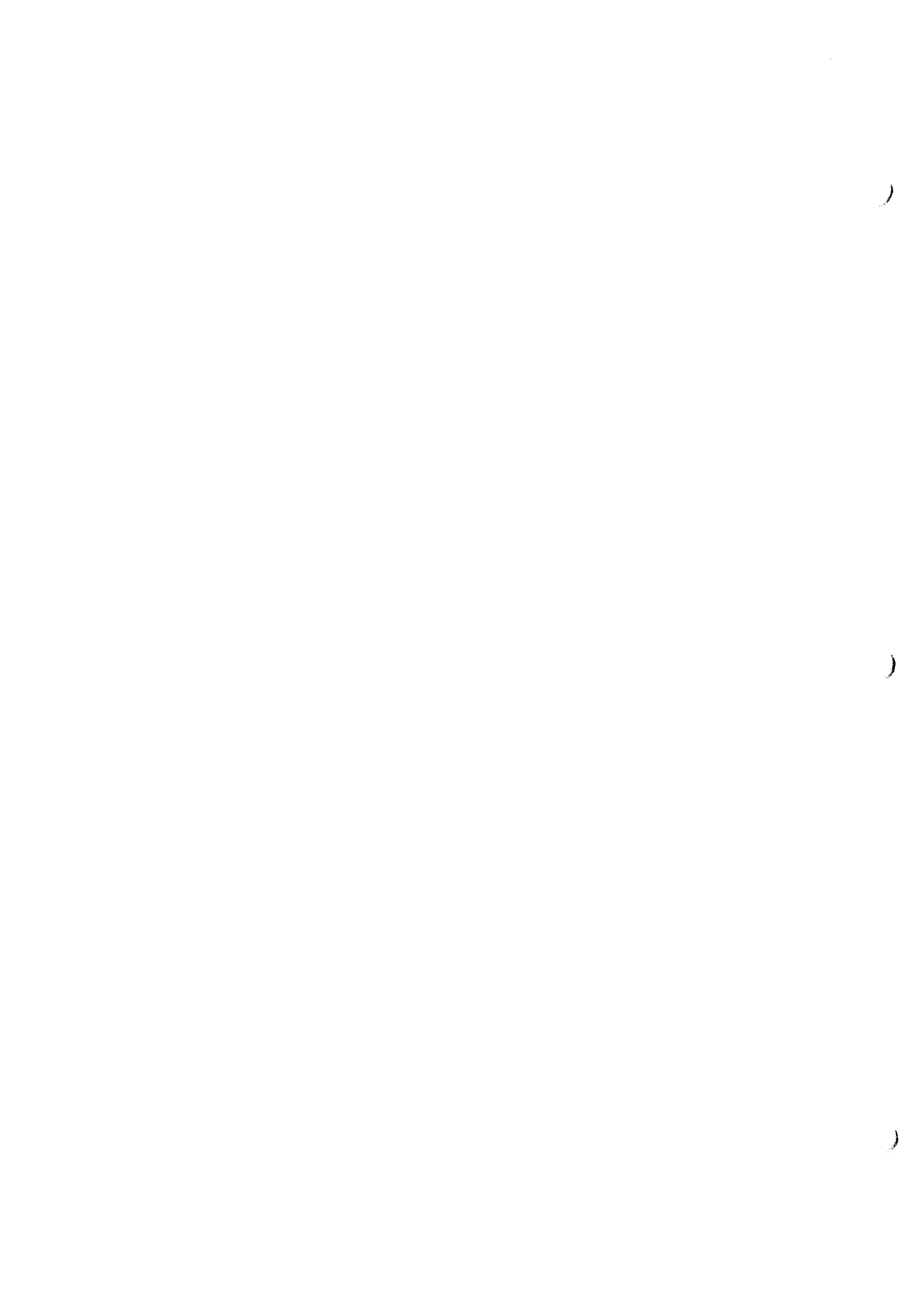
By:

Aaron Rosenberg
Name: Aaron Rosenberg

Title: Executive Vice President

APPROVED AS TO FORM:

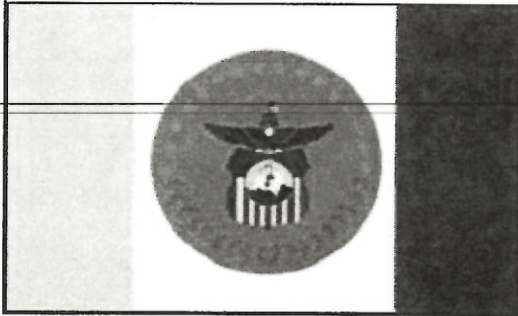
Richard C. Pletter Jr by JSG
COLUMBUS CITY ATTORNEY'S OFFICE



M

From: Ivanic, John P.
Sent: Thursday, December 2, 2010 11:30 AM
To: Paul, Kenneth C.
Subject: FW: Media Alert

From: Council Outreach
Sent: Wednesday, December 01, 2010 5:04 PM
To: Ivanic, John P.
Subject: Media Alert



COLUMBUS CITY COUNCIL MEDIA ALERT

**For Immediate Release:
December 1, 2010**

For More Information:
John Ivanic, (614) 645-6798
[Web](#) – [Facebook](#) – [Twitter](#)

PHOTO TRAFFIC ENFORCEMENT SYSTEM TO BE DISCUSSED DURING PUBLIC HEARING

WHO:
Councilmember Andrew J. Ginther
Columbus Department of Public Safety

WHEN:
Tuesday, December 7, 2010
5:30 PM

WHERE:
Columbus City Hall, Council Chambers
90 West Broad Street

WHAT:

Columbus City Councilmember Andrew J. Ginther, chair of the Safety Committee, will hold a public hearing to review the limited expansion of the “Focus On Safety” Photo Red Light Camera program. In May, Councilmembers approved legislation to increase the number of intersections where cameras are present from the current 18 up to 40. The current compliment of cameras has been credited with reducing dangerous right angle crashes at some intersections by more than 75%. Also to be discussed, the use of mobile speed vehicles to patrol areas where children congregate, most especially school zones, and other technical code changes designed to strengthen an already successful safety program. The meeting will be broadcast live on CTV, Columbus’ cable channel 3. Free parking is available at City Hall after 5 pm. Those wishing to address City Council regarding this issue can fill out a speaker slip at City Hall before 5:30 pm.

N



City of Columbus Legislation Report

Office of City Clerk
90 West Broad Street
Columbus OH 43215-9015
columbuscitycouncil.org

File Number: 1785-2010

30-Day

File ID: 1785-2010

Type: Ordinance

Status: Passed

Version: 1

***Committee:** Rules & Reference Committee

File Name: Amend Various Sections of Title 21 of the Columbus City Codes 2115, Photo Traffic Enforcement System.

File Created: 11/29/2010

Final Action: 12/16/2010

Auditor Cert #:

Auditor: When assigned an Auditor Certificate Number I , the City Auditor, hereby certify that there is in the treasury, or anticipate to come into the treasury, and not appropriated for any other purpose, the amount of money specified hereon, to pay the within Ordinance.

Contact Name/No.: George Speaks 645-8210

Floor Action (Clerk's Office Only)

Mayor's Action

Council Action

Mayor

Date

Date Passed/ Adopted

President of Council

Veto

Date

City Clerk

Title: To amend various sections of Title 21 of the Columbus City Codes, 2115 entitled "Photo Traffic Enforcement System " in order to: issue mobile speed citations in schools zones and other areas where children congregate; amend the right turn on red citation language; amend the bond requirement for administrative appeals; and amend other miscellaneous revisions.

Sponsors: Michael C. Mentel and Andrew Ginther

Attachments:

Approval History

Version	Date	Approver	Action
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History of Legislative File

Ver.	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Safety Drafter Notes: <i>edd</i>	11/29/2010	Sent for Approval	Safety Reviewer			
1	SAFETY DIRECTOR Notes: <i>MJB/djg</i>	11/29/2010	Reviewed and Approved	Finance Inbox			
1	Finance Reviewer Notes: <i>anheiser</i>	11/29/2010	Sent for Approval	Finance Reviewer			
1	Finance Reviewer Notes: <i>anrobins</i>	11/29/2010	Reviewed and Approved	Finance Reviewer			
1	FINANCE DIRECTOR Notes: <i>PRR by djbush</i>	11/29/2010	Reviewed and Approved	Safety Drafter			
1	Safety Reviewer Notes: <i>djg</i>	11/29/2010	Reviewed and Approved	Auditor Inbox			
1	Auditor Reviewer	11/29/2010	Reviewed and Approved	Auditor Reviewer			
1	CITY AUDITOR Notes: <i>HJD/bam</i>	11/29/2010	Reviewed and Approved	Safety Drafter			
1	Safety Reviewer Notes: <i>djg</i>	11/29/2010	Reviewed and Approved	Atty Inbox			
1	CITY ATTORNEY Notes: <i>jsg</i>	11/30/2010	Reviewed and Approved	Safety Drafter			
1	Safety Reviewer Notes: <i>djg</i>	11/30/2010	Sent to Clerk's Office for Council	City Clerk Inbox			
1	Columbus City Council	12/06/2010	Read for the First Time				
1	COUNCIL PRESIDENT	12/13/2010	Signed				
1	Columbus City Council	12/13/2010	Approved				Pass
1	MAYOR	12/14/2010	Signed				
1	CITY CLERK	12/16/2010	Attest				

EBOCO: Following review and approval, when required, the Equal Business Opportunity Commission Office certifies compliance with Title 39 as of date listed.

City Attorney: Following review and approval, when required, this ordinance has been reviewed by the City Attorney's Office as to its form and legality only.

Explanation

BACKGROUND: This ordinance amends various sections of Title 21 of the Columbus City Codes, 2115, which

deals with Photo Traffic Enforcement System.

The "Focus on Safety" Photo Red Light Program is helping to save lives by reducing deadly right angle crashes at some of the most dangerous intersections. The purpose of this ordinance is to impose a limited expansion of this life saving, safety force multiplier initiative by permitting the issuance of mobile speed citations in schools zones and in other areas where children congregate; amend the right turn on red citation language; amend the bond requirement for administrative appeals; and amend miscellaneous provisions.

FISCAL IMPACT:

There are no expenditures from the General Fund due to this ordinance..

Title

To amend various sections of Title 21 of the Columbus City Codes, 2115 entitled "Photo Traffic Enforcement System " in order to: issue mobile speed citations in schools zones and other areas where children congregate; amend the right turn on red citation language; amend the bond requirement for administrative appeals; and amend other miscellaneous revisions.

Body

WHEREAS, the photo red camera system saves lives by reducing deadly right-angle crashes due to drivers attempting to "beat the light"; and

WHEREAS, the success of the Columbus system is demonstrated by a dramatic decrease in both right angle crashes as well as a reduction in red light violations;and

WHEREAS, it is not recommended to retrofit our existing photo red light cameras nor introduce new fixed speed cameras at any of our locations; and

WHEREAS, the Columbus system will utilize mobile speed vehicles to patrol areas where children assemble, i.e. schools zones, parks, playgrounds, and pools; and

WHEREAS, in addition to authorizing limited speed enforcement the ordinance will also: amend right turn on red provisions; amend the bond requirements for administrative hearings, and amend various miscellaneous provisions; now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS:

SECTION 1. That various Sections of Title 21 of the Columbus City Codes 2115, entitled "Photo Traffic Enforcement System" be and is hereby amended as follows:

Chapter 2115 - PHOTO TRAFFIC ENFORCEMENT SYSTEM

Sections:

- 2115.01 - Definitions.
- 2115.02 - Adoption and enforcement.
- 2115.03 - Notice of liability.
- 2115.04 - Appeal of notice of liability.
- 2115.05 - Penalties.

2115.01 - Definitions.

As used in this chapter:

(A) "Photo traffic enforcement system" means any photographic, video, digital, radar, laser, or lidar equipment linked to a violation detection system that synchronizes the taking of a photograph, video or digital image with the occurrence of a traffic signal or speeding violation.

(B) "Photographic equipment" means a system that may include, but is not limited to, devices which link a camera, computer, and traffic signal, alone or in combination with other devices, to detect vehicles which have violated the traffic signal and to record an image of the motor vehicle. "Photographic equipment" may also include, but is not limited to, devices that combine a camera, and computer, radar, laser, or lidar, alone or in combination with other devices, to measure the speed of a motor vehicle or other ~~object~~objects and to record an image of the motor vehicle, or other objects. The results of photographic, video, or digital imaging equipment means the images, and any other data or information produced by the photo traffic enforcement system.

(C) A "violation" ~~means that is~~ either of the following:

(1) a vehicle has crossed the stop line in a system location when the traffic control signal for that vehicle's direction of travel is emitting a steady red light. Even if the motor vehicle stops at a point past the stop line or crosswalk where a driver is required to stop, as specified in Section 4511.13(C) of the Ohio Revised Code or a similar provision of a local ordinance, the City of Columbus will not use photo traffic enforcement to issue violations in instances where the motor vehicle makes a right turn on red that is otherwise permissible, during the cycle of the red signal indication, unless one or more pedestrians are present in, or are about to enter, the crosswalk.

(2) a vehicle has exceeded the maximum speed limit, as specified in Columbus City Code Section 2133.03, in a school zone or adjacent to a park, public swimming pool, commercial swimming pool, or recreation center.

(D) A vehicle's "owner" means the person or entity identified by the Ohio Bureau of Motor Vehicles or registered with any state vehicle registration office as the owner of a vehicle; or lessee of a motor vehicle under a lease of 30 days or more; or the renter of a vehicle during the period of infraction pursuant to a written rental agreement with a motor vehicle renting dealer.

(E) The term "school zone" has the same meaning as set forth in Section 2101.355 of the Columbus City Codes, and includes year-round schools.

(F) The term "year-round school" means a school where students receive the requisite education over an 11-month or 12-month period rather than over a shorter period.

(G) The terms "park" and "parks" have the same meaning as set forth in Section 919.01(F) of the Columbus City Codes, and include playgrounds that are open to the public.

(H) The term "public swimming pool" has the same meaning as set forth in Section 3393.01(d) of the Columbus City Codes.

(I) The term "commercial swimming pool" has the same meaning as set forth in Section 3393.01(f) of the Columbus City Codes.

(J) The term "recreation center" means those buildings and areas surrounding such buildings owned, operated, or maintained by the City of Columbus where recreational activities, day care, healthcare, and other services beneficial to the public are provided.

(Ord. 958-05 § 1 (part).)

2115.02 - Adoption and enforcement.

(A) The City of Columbus hereby adopts a photo traffic enforcement system for the purpose of using photographic, video, or digital imaging equipment to record visual images of vehicles entering intersections or exceeding the maximum speed limit in violation of Section 2115.03 of this chapter, and using said images as the basis for issuing a notice of liability to the owners of such vehicles within thirty (30) days of the violation.

(B) The director of public safety or his or her designee(s) shall be responsible for implementing the photo traffic enforcement system for traffic signals and speed enforcement. The director or his or her designee is hereby empowered to designate the intersections and other locations to be monitored by the photo traffic enforcement system, to issue notices of liability for persons who commit violations at such intersections or places, to select a hearing officer for the purpose of hearing appeals of notices of liability, and to promulgate any rules and regulations deemed to be necessary for the enforcement of this chapter.

(C) The intersections selected for photo enforcement under this chapter must display a yellow traffic control signal for a time that complies with the Ohio Department of Transportation's Manual of Uniform Traffic Control Devices. *(Ord. 958-05 § 1 (part).)*

2115.03 - Notice of liability.

(A) Prior to the activation of a photo traffic enforcement system at an intersection, the director of public safety or his or her designee shall erect a sign in a conspicuous location that provides notice that a photo traffic enforcement

system is being used to monitor traffic.

(B) For thirty (30) days after the activation of a traffic signal photo red light traffic enforcement system at an intersection, no notices of liability will be issued based upon the images produced by the system. Warnings may be issued during this thirty (30) -day period.

(C) A police officer employed by the Columbus division of police shall examine the image recorded by the photo traffic enforcement system to determine whether a violation as defined in Section 2115.01 (C) of this chapter has occurred. If the image recorded by the photo traffic enforcement system shows a violation, contains a date and time of the violation, and shows the vehicle's license plate number ~~as well as~~ and the state in which the license was issued, the officer may use any lawful means to identify the vehicle's owner.

(D) The fact that a person is ~~registered as the owner of a vehicle with the vehicle registration office of the state that issued the license plate displayed on the vehicle~~ shall be prima facie evidence that said person was operating the vehicle at the time of a violation recorded by a photo traffic enforcement system.

(E) Within thirty (30) days of the violation and upon identification of the ~~registered~~ owner of the vehicle, the director of public safety or his or her designee may issue a notice of liability, charging the owner with a violation. The notice of liability shall be sent by regular U.S. mail and must state the date on which the notice of liability was issued, the date, time, and location of the violation, the time in which an answer must be made by the ~~vehicle~~ owner, and the manner in which the notice of liability may be appealed. In addition, a copy of the image(s) that served as a basis for the violation must accompany the notice of liability.

(F) A person who receives a notice of liability pursuant to this section shall be required to respond in one of the following methods:

- (1) By paying the administrative fine as directed on the notice of liability within thirty (30) days of the date ~~the notice was issued;~~ or
- (2) By submitting evidence of one of the exceptions to liability listed in division (G) of this section within thirty (30) days of the notice's issue date; or
- (3) By submitting to the address listed on the notice of liability, a request for a hearing within thirty (30) days of the notice's issue date.

(G) The owner of the vehicle shall not be liable for a penalty under this section if the director of public safety or his or her designee determines that sufficient evidence of ~~either one~~ of the following conditions exist:

- (1) At the time of the violation, the vehicle was in the custody of someone other than its owner pursuant to a written lease or rental agreement and the owner submits, to the address listed on the ticket, a copy of the lease or rental agreement along with the name and address of the lessee or renter.
- (2) At the time of the violation, the vehicle or the license plate depicted in the image which served as the basis for the notice of liability was stolen and the owner submits, to the address listed on the ticket, a copy of the police report stating the vehicle or license plate had been reported stolen at the time.
- (3) At the time of the violation, the vehicle was in the custody and control of someone other than its owner, and the owner submits an affidavit identifying under penalty of perjury the name and current address of said person.

(H) ~~Nothing~~ Except as set forth herein, nothing in this chapter shall be construed to limit the liability of an operator of a motor vehicle for any violation of the Ohio Revised Code or the Columbus Traffic Code.

(Ord. 958-05 § 1 (part).)

2115.04 - Appeal of notice of liability.

(A) A person who received a notice of liability pursuant to this section may appeal the notice of liability by making a written request for a hearing to the address listed on the notice of liability. Prior to the hearing, a bond must be posted in the amount of the fine. The bond shall be payable by either a check or money order. If the former, the check is to be made payable to "Columbus Focus on Safety Program". If the latter, the money order is to be made payable to "cash". Should the owner or designee be found by the hearing officer to be not liable and/or the citation is dismissed by the officer, then the check or bond will be immediately returned after the hearing. ~~Said request shall be accompanied by a monetary deposit in an amount equal to the amount of the administrative fine listed on the notice of liability.~~

(B) Within ~~forty-five (45)~~ thirty (30) days of the receipt of the request for a hearing, a hearing officer appointed by the director of public safety or his or her designee shall hold a hearing. The hearing officer shall determine whether the city has demonstrated by a preponderance of the evidence that a violation occurred and that the person who received the notice of liability is liable for the penalty set forth in Section 2115.05 of this chapter.

(C) A certified copy of the notice of liability alleging the violation, along with a copy of the image that served as a

basis for the notice of liability, shall be prima facie evidence of the facts contained therein, and shall be admissible in a proceeding alleging a violation under this ordinance.

(D) In considering whether the person is liable, the hearing officer shall consider any of the following as an affirmative defense of a violation:

- (1) That the notice of liability was issued and sent more than thirty (30) days after the date of the violation recorded by the photo traffic enforcement system.
- (2) That the driver of the vehicle passed through the intersection or had increased speed in order to yield the right of way to an emergency vehicle, in accordance with R.C. 4511.45 or to a funeral procession, in accordance with R.C. 4511.451.
- (3) That either the vehicle or the license plate depicted on the image, which served as the basis for the notice of liability, was stolen before the violation occurred and was not in possession of the owner at the time of the violation. To qualify as an affirmative defense under this provision, the owner must submit proof that a police report about the stolen vehicle or license plate was filed prior to or within forty-eight (48) hours after the violation.
- (4) That this section is unenforceable because the photo traffic enforcement system was not operating properly, or the automated traffic enforcement system was not in a proper position, or that the image that served as the basis for the notice of liability is not legible enough to show the letters and numbers or the state that issued the license plate on the vehicle.
- (5) That the driver of the vehicle entered the intersection as part of a funeral procession or at the direction of a police officer.
- (6) That the owner or person named in the notice of liability was not operating the vehicle at the time of the violation. To satisfy the evidentiary burden under this provision, the owner or person named in the notice of liability shall provide the hearing officer with evidence of the identity of the person who was operating the vehicle at the time of the violation, including, at a minimum, the operator's name and current address.

(E) The hearing officer shall issue a written decision within ten (10) days of the hearing and serve the person named on the notice of liability and the issuing police officer with a copy of said decision. All such decisions shall be entered into the records of the department of public safety.

~~(F) If the hearing officer determines by a preponderance of the evidence that the city has demonstrated that the person named in the notice of liability committed the violation, the hearing officer's decision shall be against the person and require him or her to pay the appropriate fine and any additional penalties, fees and costs.~~

~~(G) If the hearing officer determines by a preponderance of the evidence that a person has not committed the violation named in the notice of liability, the hearing officer's decision shall be against the City of Columbus, and the hearing officer shall dismiss the notice of liability against the person and immediately return the bond.~~

~~(H) If the hearing officer concludes that the testimony and/or exhibits presented at the hearing shows by a preponderance of the evidence that someone other than the person named in the notice of liability was operating at the time of the violation, the hearing officer shall forward to the department of public safety all evidence provided to him at the hearing as to the operator's identity.~~

~~(F) If the hearing officer determines that the city has demonstrated by a preponderance of the evidence that the person named in the notice of liability committed the violation, the hearing officer shall enter judgment against the person requiring him or her to pay the appropriate fine and any additional penalties, fees and costs. Such judgment shall be entered into the records of the department of public safety.~~

~~(G) If the hearing officer does not determine, by a preponderance of the evidence, that a person committed the violation named in the notice of liability, the hearing officer shall enter judgment against the City of Columbus, shall dismiss the notice of liability against the person and shall enter the judgment and dismissal into the records of the department of public safety.~~

~~(H) Within ten (10) business days of receiving evidence from the vehicle owner indicating that he or she was not operating the vehicle at the time of the violation, the director of public safety or his or her designee may issue a notice of liability to the person whom the evidence indicates was operating the vehicle at the time of the violation.~~

~~(I) Any person against whom a judgment or default judgment decision is entered pursuant to this section may appeal the judgment or default judgment the decision to the Franklin County Municipal Court by filing notices of appeal to the Columbus Division of Police and the Municipal Court within thirty (30) days of the date of entry of the judgment decision and by the payment of such reasonable costs as the court requires.~~

~~(J) Upon the filing of the appeal, the court shall schedule a hearing date and notify the parties of the date, time, and place of the hearing.~~

~~(K) The hearing shall be held by the court in accordance with local court rules and a decision shall be rendered by~~

the court on the appeal.

(L) Service of a notice of appeal under this division does not stay enforcement and collection of the ~~judgment or default judgment from which appeal is taken by the person~~ appropriate fine and any additional penalties, fees and costs unless the person who files the appeal posts bond with the court in the full amount of the judgment, plus costs, fine, penalties and costs at or before the service of the notice of appeal.

(M) ~~Notwithstanding any other provision of law, the judgment on appeal by the municipal court is final, and no other appeal may be taken.~~

(Ord. 958-05 § 1 (part).)

2115.05 - Penalties.

(A) Unless the operator of a vehicle receives a traffic citation from a police officer at the time of the violation;

(1) ~~an administrative fine in the amount of ninety-five dollars (\$95.00) shall be assessed against the vehicle owner for the commission of a violation as defined in Section 2115.01(C)(1) of this chapter;~~

(2) an administrative fine in the amount of ninety-five dollars (\$95.00) shall be assessed against the vehicle owner for the commission of a violation as defined in Section 2115.01(C)(2) of this chapter, except that an administrative fine in the amount of one-hundred and forty-six dollars (\$146.00) shall be assessed against the vehicle owner for the commission of a violation as defined in Section 2115.01(C)(2) of this chapter where the vehicle was traveling greater than twenty (20) miles per hour over the maximum speed limit in a school zone.

(B) A violation for which an administrative fine is imposed under this section shall not be considered a traffic offense or a moving violation for the purpose of assessing points under Ohio Revised Code 4507.021 and shall not be reported to the Bureau of Motor Vehicles of any state.

(C) ~~Upon receipt of a notice of liability pursuant to the method described in Section 2115.03(E), the vehicle owner shall have thirty (30) days to pay the administrative fine without additional monetary penalty.~~

(D) If the vehicle owner does not respond to the notice of liability within this period, the following action shall be taken by the director of public safety or his or her designee:

(1) A notice of ~~decision by default judgment~~ shall be sent by regular U.S. mail to the recipient of the notice of liability indicating that an adverse decision has been entered by default and that payment is due within thirty (30) days after receipt of ~~the said notice of default judgment.~~

(2) The notice of ~~decision by default judgment~~ shall contain the following information:

- (a) An identification of the violation with which the person was charged and the time and date of the violation, which identification may be a copy of the notice of liability charging the violation that was served upon the person;
- (b) An identification of the amount of the administrative fine, late fees and costs arising out of the violation that is due;
- (c) A warning that the person must answer the notice of ~~liability decision by default~~ within thirty (30) days or a default civil judgment in the amount collection of the fine, penalties and costs due may be entered ~~begin~~ begin against the person;
- (d) A description of the allowable answers that may be made and notification that the person will be afforded a hearing before the hearing officer if the vehicle owner denies in his or her answer that he committed the violation;
- (e) An identification of the manners in which and the entity to which an answer may be made;
- (f) A warning that if the person fails to appear at a requested hearing, ~~a the decision by default civil judgment in the amount previously entered will be [upheld/maintained] and collection of the fine, penalties and costs due may be entered begin against the person.~~ In addition to the original fine, penalties, and costs, any costs incurred after the original decision by default may be added to the amount owed, and become immediately collectable.

(3) If a person who is issued a notice of ~~decision by default judgment~~ fails to timely answer, the failure to answer shall be considered an admission that the person committed the violation and the decision by default judgment previously entered shall stand, in the amount of the fine, penalties and costs ~~previously due may be entered against the person by the hearing officer.~~ Failure to timely answer the notice of liability identified in the notice of ~~decision by default judgment~~ may result in the imposition of an additional penalty of twenty-five dollars (\$25.00). (4) A person who receives a notice of ~~decision by default judgment~~ pursuant to this section may answer the violation with which he is charged ~~that is~~ identified in the notice of ~~decision by default judgment~~ in any of the manners provided in division (F) of Section 2115.03 for answers to violations charged in a notice of liability. An answer under this section shall be made within thirty (30) days after the date on which the notice of ~~decision by default judgment~~ was mailed in accordance

with the methods provided in Section 2115.03(G), except that if the answer consists solely of payment of the administrative fine arising out of the notice of liability any penalty arising out of failing to timely answer shall also be imposed.

(5) If a person for whom a hearing is to be conducted under Section 2115.04 of this chapter fails to appear at the scheduled hearing and fails to submit evidence the hearing officer shall, ~~upon a determination from any testimony or exhibits presented at the hearing that the city demonstrated by a preponderance of~~ uphold the evidence that the person committed the violation, enter a default judgment original decision by default against the person and require the person to pay the appropriate fine and any additional penalties, fees and costs. A ~~default judgment entered~~ decision by default upheld under this division shall be reentered in the records of the department of public safety and filed with the clerk of the Franklin County municipal court.

(6) The hearing officer may vacate a decision by default judgment entered under this section if all of the following apply:

(a) The person against whom the decision by default judgment was entered files a motion with the department of public safety within one (1) year of the date of entry of the ~~default judgment~~ decision; and

(b) The motion sets forth a sufficient defense to the violation out of which the ~~judgment~~ decision arose; and

(c) The motion sets forth excusable neglect as to the person's failure to attend the hearing or answer the notice of decision by default judgment.

(7) Payment of any ~~judgment or fine, penalties, fees and costs pursuant to an upheld decision by default judgment~~ entered against a person pursuant to this section shall be made to the department of public safety within ten (10) days of the date of entry by the hearing officer. The director of public safety or his or her designee shall create and maintain a record of all money paid in satisfaction of a ~~judgment or~~ decision by default judgment. If payment is not made within this time period, the ~~judgment or default judgment~~ shall be filed with the clerk of the Franklin County municipal court and when so filed, shall have the same force and effect as a money judgment in a civil action rendered in that court.

(Ord. 958-05 § 1 (part).)

SECTION 2. That prior existing sections inconsistent with the above are hereby repealed.

SECTION 3. That this ordinance shall take effect and be in force from and after the earliest period allowed by law.

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City of Columbus Legislation Report

Office of City Clerk
90 West Broad Street
Columbus OH 43215-9015
columbuscitycouncil.org

File Number: 1440-2013

Emergency

File ID: 1440-2013 **Type:** Ordinance **Status:** Passed
Version: 1 ***Committee:** Public Safety & Judiciary Committee
File Name: Safety Admin-Modification and extension of
agreement between City of Columbus and Redflex
Traffic System **File Created:** 06/10/2013

Final Action: 07/25/2013

Auditor Cert #:

Auditor: When assigned an Auditor Certificate Number I , the City Auditor, hereby certify that there is in the treasury, or anticipate to come into the treasury, and not appropriated for any other purpose, the amount of money specified hereon, to pay the within Ordinance.

Contact Name/No.: Ekow Dennis 645 4238

Floor Action (Clerk's Office Only)

Mayor's Action**Council Action**

Mayor

Date

Date Passed/ Adopted

President of Council

Veto

Date

City Clerk

Title: To authorize the Director of Public Safety to waive the competitive bid provisions of the Columbus City code and modify and extend the current contract with Redflex Traffic Systems Inc., for an automated red light enforcement system for the Division of Police, Department of Public Safety; and to declare an emergency: (\$0.00)

Sponsors:

Attachments: BidWaiverForm - Photo Red Light,
MX-4100N_20130702_104220



Approval History

Version	Date	Approver	Action
1	06/10/2013	Aileen Heiser	Delegate
1	06/10/2013	Aileen Heiser	Approved
1	06/11/2013	Ekow Dennis	Approved
1	06/12/2013	Dan Giangardella	Approved
1	06/13/2013	Melissa L. Meyer	Approved
1	06/13/2013	Adam Robins	Approved
1	06/13/2013	Jane Dunham	Approved
1	06/14/2013	David Bush	Approved
1	06/28/2013	EBOCO Reviewer	Approved
1	06/28/2013	EBOCO APPROVER	Approved
1	07/01/2013	Auditor Reviewer	Approved
Notes	HJD/mjp		
1	07/01/2013	AUDITOR APPROVER	Approved
Notes	HJD/bam		
1	07/01/2013	ATTORNEY APPROVER	Approved
Notes	jsg		



History of Legislative File

Ver.	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	Columbus City Council	07/22/2013	Approved				Pass
1	COUNCIL PRESIDENT	07/22/2013	Signed				
1	ACTING MAYOR	07/24/2013	Signed				
1	ACTING CITY CLERK	07/25/2013	Attest				

EBOCO: Following review and approval, when required, the Equal Business Opportunity Commission Office certifies compliance with Title 39 as of date listed.

City Attorney: Following review and approval, when required, this ordinance has been reviewed by the City Attorney's Office as to its form and legality only.

Explanation

BACKGROUND: This legislation authorizes the Director of Public Safety to modify and extend the existing contract with Redflex Traffic Systems for automated red light enforcement system. The City entered into a contract with Redflex Traffic Systems Inc. via ordinance 1015-2005 passed on 10/20/2005 for services and related equipment for a three year period which expired March 7, 2009. The original contract was extended and amended in 2009 and again in 2010. This legislation authorizes the Safety Director first to modify the terms of the original agreement and to extend the agreement from June 4, 2013 to June 3rd, 2017. The agreement is being modified to increase the current base of the City's compensation by approximately seventeen percent. The City of Columbus will pay to Redflex the least amount of money per paid citation of any jurisdiction in Ohio.

The City of Columbus contracted with Redflex Traffic Systems Inc in 2005 to help resolve the ongoing problem of motorists disobeying traffic control signals that have contributed to significant number of motor vehicle crashes. This attached agreement has assisted the city in increasing compliance with traffic control devices and has significantly reduced right angle crashes at photo equipped intersections which are selected based on years of crash data. Moreover, a significant decrease in citation also occurs over time.

Contract Compliance Number: 943292233.

Emergency Designation: Extended negotiations have resulted in an agreement over compensation that needs immediate implementation and extend a contract that expired on June 3rd 2013.

FISCAL IMPACT: This ordinance does not authorize an expenditure of funds. The contractor's compensation consists of a percentage per citation paid which was previously based on a variable fee model. This model has been modified to a fixed compensation rate and increases the city's share by approximately seventeen percent. There is no direct fiscal impact on General Fund expenditures.

Title

To authorize the Director of Public Safety to waive the competitive bid provisions of the Columbus City code and modify and extend the current contract with Redflex Traffic Systems Inc., for an automated red



light enforcement system for the Division of Police, Department of Public Safety; and to declare an emergency: (\$0.00)

Body

WHEREAS, the City contracts for automated red light enforcement with Redflex Traffic Systems Inc., via ordinance 1015-2005 passed on October 20, 2005; and

WHEREAS, both parties agree that certain modifications to the original contract are required in order to extend this contract and to modify the compensation; and

WHEREAS, the term of this modification and extension shall commence on the 4th day of June, 2013 and expire on 3rd day of June 2017; and

WHEREAS, it is necessary to waive the competitive bid provisions of the Columbus City Code, 1959 so that continuity of these specialized services are maintained; and

WHEREAS, an emergency exists in the usual daily operation of the Division of Police, Department of Public Safety, in that it is immediately necessary to modify and extend the current contract with Redflex Traffic Systems Inc. so that automated red light enforcement can continue without interruption, thereby preserving the public health, peace, property, safety and welfare; Now, therefore

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF COLUMBUS:

SECTION 1. That the Director of Public Safety is hereby authorized to modify and extend the existing contract between the City and Redflex Traffic Systems Inc. for the Division of Police's automated red light enforcement.

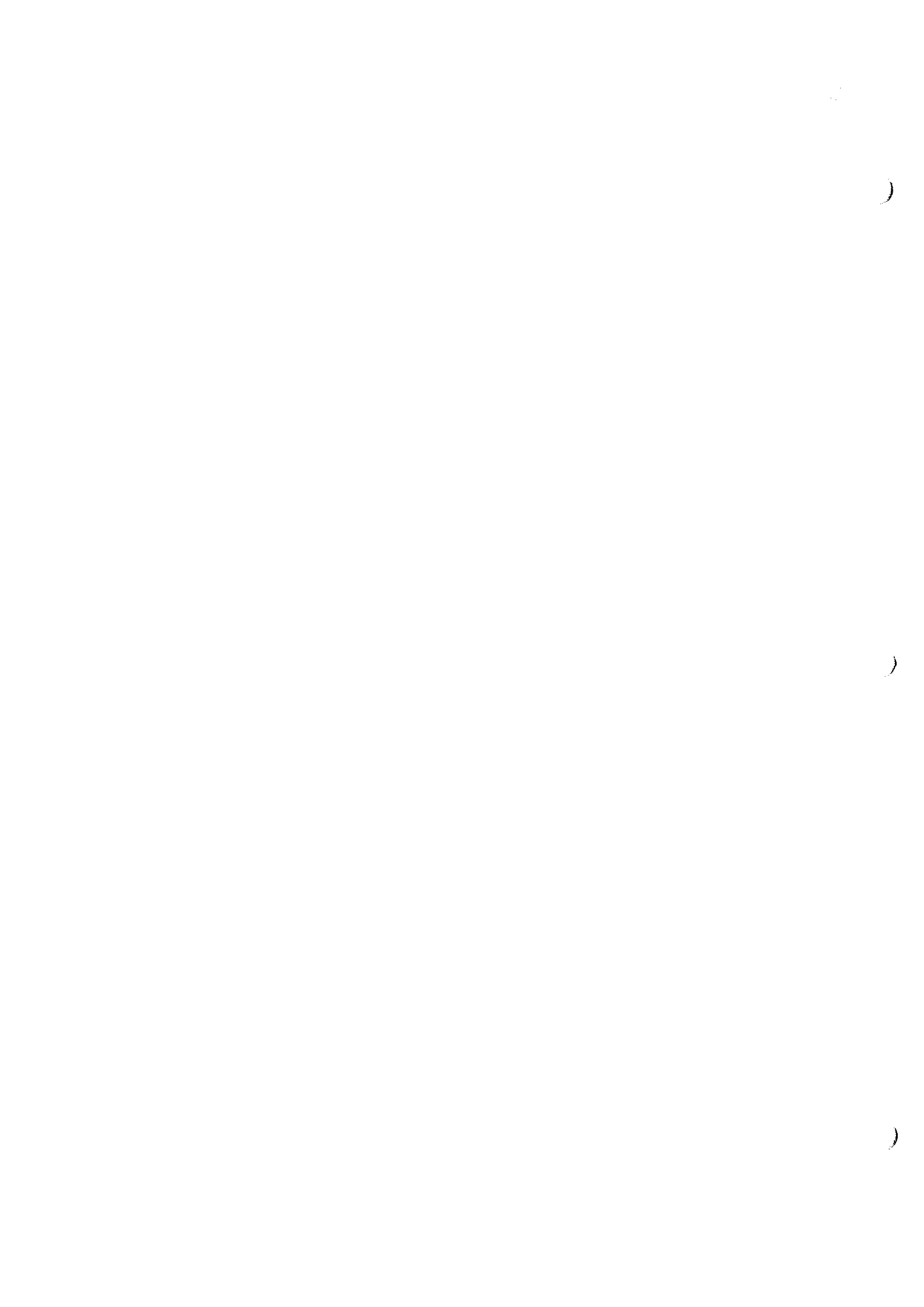
SECTION 2. That the term of this modification and extension shall commence on the 4th day of June, 2013 and shall expire on the 3rd day of June 2017.

SECTION 3. That this modification and extension agreement supplants the original agreement between the City and Redflex. All other terms and conditions of the original agreement between the City of Columbus and Redflex will remain in full force and effect. If the terms and conditions are inconsistent between this modification and the original agreement documents, this modification will control.

SECTION 4. That the Council of the City of Columbus finds it is in the best interest of the City to waive the competitive bid provisions of the Columbus City Codes, 1959, 329.06.

SECTION 5. That the City Auditor is hereby directed to continue use of the special revenue fund for the deposit of revenue generated by automated red light enforcement for the use for public safety expenses.

SECTION 6. That for the reasons stated in the preamble hereto, which is hereby made a part hereof, this ordinance is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and approval by the Mayor, or ten days after passage if the Mayor neither approves nor vetoes the same.



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CITY OF COLUMBUS
BID WAIVER INFORMATION FORM
TO ACCOMPANY LEGISLATION WHICH WAIVES ANY PROVISIONS OF COLUMBUS CITY CODES CHAPTER 329
(PLEASE LIMIT YOUR RESPONSE TO THIS SHEET)

1. Reasons for waiving City Code bid procedure:

- emergency breakdown causing unplanned need
 - item to be purchased is of a perishable nature
 - need to extend an existing contract
 - there is not enough time to obtain formal bids to satisfy need
 - non-price error on either the bidder's or the City's part in the bid proposal
 - a new law or regulation requires immediate compliance
 - other _____
-

2. Detailed explanation of reason (must be completed by division):

It is necessary to waive City Code bid procedure so continuity of the specialized photo red light services is maintained. The original Contract with Redflex resulted in the construction and installation of Photo Red Light Cameras that will be expensive to replace with a new vendor.

3. Informal procedure used:

- telephone quotations
 - written quotations
 - negotiations
-

4. Informal bids received and prices for each:

5. If lowest bid was not accepted, explain criteria for award:

ORDINANCE #: 1440-2013

APPROVED BY: Authorized Approval on Corresponding Legislative File

DATE: _____



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**THIRD MODIFICATION AND EXTENSION TO AGREEMENT BETWEEN
THE CITY OF COLUMBUS**

**AND
REDFLEX TRAFFIC SYSTEMS, INC**

This Third Modification to the December 16, 2005 Agreement Between The City of Columbus, Ohio And Redflex Traffic Systems, Inc. For Automated Photo Red Light Enforcement Program (the "Original Agreement") is made as of this 1st day of June 2013 ("Effective Date"), by and between the City of Columbus, Ohio ("City"), by and through its Director of Public Safety, and Redflex Traffic Systems ("Contractor") with its principal place of business at 23751 N. 23rd Ave. Suite 150, Phoenix, AZ 85085.

RECITALS

WHEREAS, On December 16, 2005 City and Contractor entered into the Original Agreement;

WHEREAS, in 2009 City and Contractor entered the First Modification And Extension To Agreement Between City Of Columbus And Redflex Traffic Systems ("First Modification"). The First Modification extended and amended the Original Agreement;

WHEREAS, in 2010 City and Contractor entered the Second Modification And Extension To Agreement Between City Of Columbus And Redflex Traffic Systems ("Second Modification") (First Modification and Second Modification collectively referred to as the "Modifications")

WHEREAS, the Original Agreement and the Modifications reflect varying pricing arrangements as more fully set forth in the Attachment to this Third Modification.

WHEREAS, both parties agree that certain modifications to the Original Agreement and Modifications are required in order to modify the scope, term and compensation provisions of the Original Agreement and the Modifications.

TERMS AND CONDITIONS

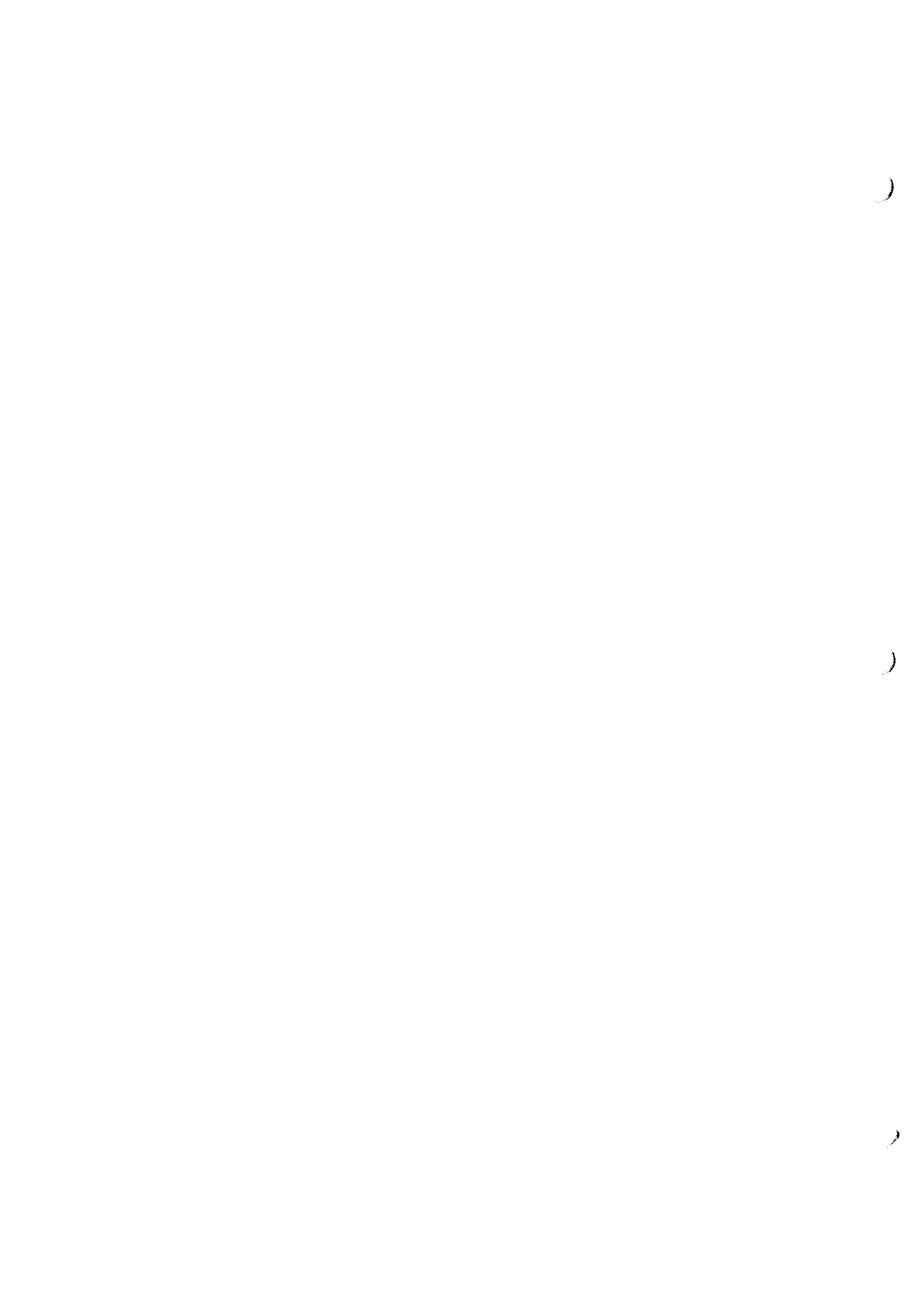
City and Contractor agree as follows:

1. Term:

The term of this modification and extension shall be for an additional four year period and shall expire on the 3rd day of June, 2017.

2. Pricing:

Redflex will be paid \$29.74 for each paid citation whether issued from a mobile or fixed camera.



3. Smart Scene Live:

~~Redflex shall ensure all cameras are upgraded to record Smart Scene Live which offers constant live mode, streaming real time traffic videos. The implementation shall be completed within six months after entering into this contract at no cost to the City.~~

4. REDFLEXradar:

~~Redflex shall upgrade intersections by mutual agreement with REDFLEXradar which results in fewer potential red light running violations to be reviewed as it will help to reject violations over a larger area than the current single point sensors. The implementation shall be completed within six months after entering into this contract at no cost to the City.~~

5. Terms and Conditions:

~~Except as expressly modified by this Third Modification and Extension to Agreement, all other terms and conditions of the Original Agreement and the Modifications will remain in full force and effect. If terms and conditions are inconsistent between this Third Modification and the Original Agreement and Modifications, this Third Modification will control.~~

Signed this 2nd day of June, 2013.

THE CITY OF COLUMBUS, OHIO

Department of Public Safety
Mitchell J. Brown, Director

REDFLEX TRAFFIC SYSTEMS, INC.
By: [Signature]
Name: Robert DeVincenzi
Title: CEO

APPROVED AS TO FORM: Richard C. Pfeiffer Jr by
COLUMBUS CITY ATTORNEY'S OFFICE JSG

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Attachment of Prior Pricing:

A. Second Modification of 2010:

Compensation per paid citation as set forth in the Second Modification:

	% paid to Redflex	\$ paid to Redflex	\$ paid to City
1. Original intersections	38%	\$36.10	\$58.90
2. Post January 1, 2010 intersections and mobile speed vehicles	45%	\$42.75	\$52.25

B. First Modification of 2009:

Compensation per paid citation as set forth in the First Modification:

Tier	Definition	% paid to Redflex	\$ paid to Redflex	\$ paid to City
1.	0-1000/month paid	65%	\$61.75	\$33.25
2.	1001-2000/month paid	55%	\$52.25	\$42.75
3.	2000+/month paid	40%	\$38.00	\$57.00

C. Original 2005 Contract:

Compensation per paid citation as set forth in Exhibit "D" of the original contract was:

Tier	Definition	% paid to Redflex	\$ paid to Redflex	\$ paid to City
1	1-1000/month paid	75%	\$71.25	\$23.75
2	1001-2000/month paid	65%	\$61.75	\$33.25
3	2000+/month paid	50%	\$47.50	\$47.50

