



City of Norcross

65 Lawrenceville Street
Norcross, GA 30071

Agenda Request

File Number: 08-1185

Introduced: 1/25/2008

Version: 1

Current Status: Consent

Matter Type: Agenda Item

Title

Red Light Camera Discussion

Motion

Motion to approve/deny the renewal of the contract with LaserCraft for the red light cameras.



Norcross Police Department

TO: Rudolph Smith
FROM: Dallas Stidd
DATE: 02-05-2009
SUBJECT: Red Light Cameras

City of Norcross Red Light Cameras

In 2008 house bill 77 was passed, one of the requirements was a new timing on red light cameras. The state was using a nationally recognized engineering standard change interval on yellow light time change, with house bill 77 we now are required to add 1 second to that time on yellow light time. we along with other jurisdictions have seen a significant decrease in citations. This will cause a short fall in our budget for this program. I believe we can put this money to better use in traffic enforcement at this time.

On 01-01-2009 one second was added to all red light camera times in the state of Georgia. In 2008 the Norcross Police Department on average mailed 15 red light citations a day, since 01-01-2009 our daily average has dropped off to 3 a day, an 80 % reduction. The addition of one second has made a significant reduction in red light violations.

Traffic safety and enforcement go hand in hand, being one of the highest priorities for the city. However I believe we can continue to accomplish this objective without losing money, especially in these difficult times.

Although we have realized a reduction in accidents at the two intersections we now deploy red light cameras, Hwy 23@Beaver Ruin Rd. and Peachtree Ind. Blvd@MedLock Bridg, we are now faced with a decision. Do we keep the red light cameras at a cost of approximately \$398.00 dollars a day for the city.

Below you will find the figures for 2008 and the projected figures for 2009 at the current rate.

	2008	2009
Total		
Citations	6587	1095
Non		
Prosecutable	1216	200
Issued	5371	895
Paid	3607	740

Revenue	\$259,083.00	\$53,146.00
Budgeted	\$198,720.00	\$198,720.00
Year End	\$61,000.00	<\$145,574.00>

I propose we take the budgeted red light funds, (\$198,720.00) and add two dedicated traffic officers to the Norcross Police Force. These red light funds will be sufficient for two officers. We will still have a focus on traffic movement and safety; however it will not cost the city approximately \$398.00 a day to operate this unit. The traffic unit at present has one officer and two K9 units, the K9 units main focus is support of the patrol division. I have compiled some traffic statistics and have come to a conservative number of projected revenue of the additional two traffic officers. The monthly revenue that could be realized is \$11,578.00 or \$602,056.00 yearly. (see attached estimated weekly fines).

Red Light Cameras

Attachments

Estimated Weekly Fine totals for two traffic officers.

Agreement for Red Light Camera Services.

Report to GDOT for red light Cameras 2008.

**AGREEMENT FOR
RED LIGHT CAMERA SERVICES**

THIS AGREEMENT (the "Agreement") is entered into as of _____, 2006, by and between LaserCraft, Inc. (hereinafter "LaserCraft"), a Georgia corporation with its principal place of business at 5680 Oakbrook Parkway, Suite 149, Norcross, Georgia 30093, and the City of Norcross (hereinafter "City of Norcross"), a municipal corporation of the State of Georgia, having an address of 65 Lawrenceville Street, Georgia 30071.

RECITALS

WHEREAS, LaserCraft has substantial expertise in the area of red light traffic enforcement cameras, and has provided a quotation or proposal to the City of Norcross under which LaserCraft would provide red light traffic enforcement camera services to the City of Norcross; and

WHEREAS, the City of Norcross desires to purchase and use red light traffic enforcement camera services from LaserCraft;

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

ARTICLE 1 - AGREEMENT

1.1 Scope of Agreement. LaserCraft hereby agrees to provide to the City of Norcross the red light camera traffic enforcement services as herein described (hereinafter the "Services") during the Term (as defined below) pursuant to the terms and conditions of this Agreement, and the City of Norcross hereby agrees to purchase such Services. The Services shall be performed by means of the LaserCraft RMS System (hereinafter the "System"). The Services shall be provided for each of the approach directions listed in Schedule A (hereinafter "Approach Direction" individually and "Approach Directions" collectively). Each System will monitor up to three lanes of traffic at each Approach Direction. If agreed to in writing by both parties, the City of Norcross and LaserCraft may add or remove Approach Directions listed in Schedule A.

1.2 Services and Pricing All-Inclusive. The pricing stated herein includes all products and services necessary for installation, training, operation and maintenance of the Services. The City of Norcross is not required to provide any hardware or software.

ARTICLE 2 - TERM AND TERMINATION

2.1 Term. The Term of this Lease Agreement shall be twelve months plus four (4) one (1) year renewable contracts from the date of first operation of the system at each Approach Direction with LaserCraft giving notice to the City of Norcross of that date in writing. Notwithstanding the date of this Agreement, it shall not become effective for each Approach Direction until the system installed at that Approach Direction is accepted by the City of Norcross, County, and State. Unless earlier terminated in accordance with the provisions of Section 2.2 of this Agreement, the City of Norcross has the option to renew the Term for up to four (4) additional twelve months periods by providing LaserCraft written notice at least thirty days prior to the end of the each twelve month period.

2.2 Termination. This Agreement may be terminated by the non-breaching party in the event of a breach of a party's obligations under this Agreement which is not cured within a period of thirty (30) days after receipt of a written notice specifying the default.

2.3 Effect of Termination. Upon expiration or termination of this Agreement:

(a) LaserCraft shall promptly remove and take possession of all LaserCraft equipment provided to City of Norcross hereunder that is publicly accessible, including but not limited to cameras and detection equipment. City of Norcross shall promptly return to LaserCraft all LaserCraft equipment provided hereunder that is under the control or in the possession of the City of Norcross, including but not limited to the workstation provided by LaserCraft pursuant to Section 3.1 of this Agreement.

(b) City of Norcross shall, at LaserCraft's option, (a) return all copies of the RMS Software and supporting materials to LaserCraft and provide an affidavit to LaserCraft certifying that all known copies have been returned and that any subsequently discovered copies will be returned upon discovery; or (b) destroy all copies of the RMS Software and supporting materials and supply an affidavit to LaserCraft certifying to such destruction.

(c) The parties shall, upon written request, return all Confidential Information (as defined below) of the other party.

ARTICLE 3 – LASERCRAFT RESPONSIBILITIES

LaserCraft hereby agrees that its responsibilities shall include the following:

3.1 Equipment and Installation. LaserCraft shall provide all cameras and detection equipment plus new poles, wiring and enclosures for installation at the intersections. LaserCraft also agrees to coordinate with City of Norcross and county traffic engineers during the City of Norcross's design and installation of the traffic controller interface circuitry. LaserCraft also agrees to provide the equipment listed in Schedule C to the City of Norcross for use in the City of Norcross's offices for the purpose of reviewing, processing, tracking, approving, and printing red light violation notices only ("Violation Processing Equipment"). This equipment is provided for the Term of this Agreement only and shall remain the property of LaserCraft.

3.2 Image Review and Pre-Processing. On a daily basis, LaserCraft shall remotely contact the digital camera systems, check performance, retrieve possible violations, pre-process and electronically deliver violation files to the City of Norcross.

3.3 Testing and Maintenance. In addition to the daily remote testing described in Section 3.2 above, at least one (1) time per contract year, LaserCraft will test the system for accuracy in accordance with LaserCraft's testing procedure and certify the system's compliance with LaserCraft's minimum accuracy requirements. LaserCraft will provide a copy of the results of such tests to the County.

3.4 Repair. LaserCraft shall respond to a report of a malfunction within two (2) business day of receiving notice of the malfunction. The malfunction shall be fixed in three (3) business days after responding to the notice. Except that if the equipment is knocked down or severely damaged by construction, vehicular accidents, extreme vandalism, or similar events by third parties, LaserCraft will repair and/or replace the equipment in a reasonable time frame.

3.5 Customization of Software. LaserCraft will customize the RMS Software to interface with the City of Norcross's existing citation tracking and adjudication systems.

3.6 Citation Format. LaserCraft shall provide a standard format for the citation and coordinate with the City of Norcross regarding design of a citation format that meets City of Norcross requirements. Once the City of Norcross and LaserCraft have agreed upon the format, Lasercraft shall provide preprinted citation forms and envelopes for the duration of this Agreement.

3.7 Reports and Certification. LaserCraft shall provide the City of Norcross with monthly reports on the performance of the System.

ARTICLE 4 – CITY OF NORCROSS RESPONSIBILITIES

The City of Norcross hereby agrees that its responsibilities shall include the following:

4.1 Signage and Power. City of Norcross agrees to be responsible for the production and expenses of all signage at the equipped intersections in compliance with the State of Georgia and other applicable legal requirements. City of Norcross agrees to provide all electrical power required by the System.

4.2 Permits and Approvals. City of Norcross agreed to provide reasonable assistance to LaserCraft in obtaining permits and approvals as necessary and communications with county transportation officials, processing vendors, power and communication companies, and other third parties as may be reasonably required in connection with installation and operation of the System.

4.3 Intersection Schematics and Signal Operations. Within ten (10) business days of execution of this Agreement, City of Norcross shall assist LaserCraft in obtaining schematics and plans from Gwinnett County or State DOT for the designated intersection (as built). City of Norcross shall advise LaserCraft in writing at least thirty (30) days in advance if the traffic signal operations are to be modified; provided, however, that the City of Norcross shall not be in breach of this Agreement to the extent that its failure to notify LaserCraft in compliance with the foregoing requirement is the result of the failure of county officials and/or State of Georgia officials to provide information to the City of Norcross.

4.4 Citation Processing and Issuance. City of Norcross shall provide personnel for and be responsible for final processing, mailing and tracking of citations.

4.5 System Interface. City of Norcross shall provide reasonable assistance, access to personnel and systems, and information to allow LaserCraft to interface software and hardware to existing computer systems of City of Norcross. In order to ensure continued compatibility and interoperability between the RMS Software and the citation tracking software utilized by the City of Norcross, City of Norcross shall advise LaserCraft in writing at least thirty (30) days in advance if the City of Norcross's citation tracking software is to be modified.

ARTICLE 5 – SOFTWARE LICENSE

5.1 Software License. During the term of this Agreement, LaserCraft will license to the City of Norcross the RMS Software (as hereinafter defined) pursuant to the terms and conditions stated herein. For purposes of this Agreement, the “RMS Software” shall mean the proprietary software developed by LaserCraft for viewing, printing and archiving of violator images, approval or rejection of violator images, and printing of citations. The RMS Software is solely for use on the workstation provided by LaserCraft under this Agreement or any replacement thereof and is solely for the processing of images generated by the LaserCraft equipment and the printing of related citations by the City of Norcross.

5.2 Restrictions on Use. City of Norcross may not, without LaserCraft’s express prior written consent, alter, modify or adapt the executable code portions (not including configurable functions) of the RMS Software or allow a third party to do so, including, but not limited to, translating, reverse engineering, decompiling or reverse compiling or disassembling. The RMS Software shall be used only for the purposes stated above in Section 5.1 of this Agreement; any use of the RMS Software for other purposes, including but not limited to commercial distribution, time-sharing, rental, or service bureau use, is expressly prohibited.

ARTICLE 6 – PRICES, INVOICING AND PAYMENT

6.1 Prices for Services. The parties hereby agree that pricing for the Services to be provided hereunder and RMS Software to be licensed hereunder shall be \$4,140 (four thousand, one hundred, forty dollars) per system per approach direction per month. For each approach direction, LaserCraft will operate the mandatory thirty (30) day waiting period at no charge to City of Norcross. All pricing is exclusive of taxes. LaserCraft will operate the first two (2) camera systems installed by the City for an additional 30 day period at no additional charge to the City.

6.2 Invoicing and Payment. Invoicing shall begin for each Approach Direction after the system is installed and accepted at that direction and LaserCraft has operated the system for the thirty-day waiting period. LaserCraft will operate the first two (2) camera systems installed by the City for an additional 30 day period at no additional charge to the City. After the sixty day period, all invoices will be sent to the City of Norcross at the end of each month of operation. Payment is due no later than thirty (30) days of date of invoice. Any amounts not paid when due shall bear interest at the lower of one and one-half percent (1 ½ %) per month or the maximum rate permitted by law.

ARTICLE 7 – WARRANTIES AND INSURANCE

7.1 Warranties. LaserCraft hereby warrants as follows: (a) that the System and the RMS Software shall comply with the specifications attached hereto as Schedule B, which is incorporated herein by reference; (b) its employees shall have sufficient skill, knowledge, and training to perform the Services; and (c) the Services shall be performed in a professional and workmanlike manner and in compliance with applicable industry standards. These warranties are in lieu of all other warranties, whether express, implied or statutory, including any warranty of merchantability, fitness for a particular purpose. LaserCraft makes no warranty that operation of the System or the RMS Software will be uninterrupted or error free.

7.2 Insurance. LaserCraft shall maintain insurance during the term of this Agreement as follows:

(a) Workers compensation insurance insuring payment to the statutory limits as required by the workers compensation laws of the State of Georgia.

(b) General liability and products liability insurance with limits of not less than One Million Dollars (\$1,000,000) per single incident protecting against injuries by the System to persons other than LaserCraft's own employees occurring in connection with the activities covered by this Agreement. A separate endorsement naming the City of Norcross as an additional insured will be provided within thirty days of the effective date of this Agreement.

(c) Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per single incident evidencing proper coverage for any automobile owned or used by LaserCraft in the service of the System provided under this Agreement. The insurance certificate to be provided to City of Norcross by LaserCraft hereunder shall state: LaserCraft's insurance is primary to any other insurance available to City of Norcross with respect to any claim arising out of the Agreement; and that no policies will be canceled, limited, or allowed to expire without renewal until after thirty (30) days written notice has been given to the Risk Manager of City of Norcross.

ARTICLE 8 – INTELLECTUAL PROPERTY INDEMNITY AND OWNERSHIP

8.1 Intellectual Property Indemnity.

(a) LaserCraft will indemnify and hold harmless City of Norcross against any and all costs, damages and expenses (including reasonable legal expenses) finally awarded against City of Norcross by a court of competent jurisdiction or agreed to in a written settlement signed by LaserCraft arising out of any suit or claim brought by a third party against City of Norcross alleging the RMS Software infringes any United States patent issued as of the date of this Agreement or any United States copyright or trade secret, provided that LaserCraft is given prompt written notice of any such claim and sole control of the defense of such claim and any settlement, and City of Norcross provides reasonable information and assistance to LaserCraft in defending any claim.

(b) If the RMS Software is held by a court of competent jurisdiction to infringe, or in LaserCraft's opinion is likely to be held to infringe, any United States patent issued as of the date of this Agreement or any United States copyright or trade secret, LaserCraft shall, at its expense and sole option, promptly: (a) secure the right for City of Norcross to continue use of the RMS Software in accordance with the terms of this Agreement; (b) replace or modify the RMS Software to make it non-infringing; or, if in the reasonable estimation of LaserCraft, neither option (a) or (b) is economically or otherwise feasible, (c) remove all or the infringing part of the RMS Software, adjust the monthly fee payable hereunder to reflect such removal, and refund any amounts paid by the City of Norcross to the extent that such amounts related to periods in which the infringing part of the RMS Software was not available.

(c) LaserCraft's obligations under this Section 8.1 shall not apply to any claim resulting from an alleged infringement in the RMS Software in a condition other than as delivered to City of Norcross, including but not limited to any alleged infringement arising from City of Norcross's unauthorized modification of the RMS Software or the combination of the RMS Software with other software, use other than in accordance with LaserCraft's specifications, or infringement resulting from use by City of Norcross of hardware or third party software not specifically approved in writing by LaserCraft.

8.2 Ownership Of Intellectual Property. Title and ownership rights to all Intellectual Property (as defined below) of LaserCraft shall remain in LaserCraft, and LaserCraft reserves all rights not expressly granted. Except for rights specifically granted herein, City of Norcross shall have no right, title or interest in or to the Intellectual Property. For purposes of this Agreement, "Intellectual Property" shall mean all proprietary knowledge and information of LaserCraft, including but not limited to the System, the RMS Software, Confidential Information, patents, copyrights, trade secrets, trademarks, mask works, inventions, listings and documentation related thereto, or any revisions, alterations or derivative works thereof in any form.

ARTICLE 9 – CONFIDENTIALITY

9.1 Nondisclosure. For so long as the Confidential Information (as hereinafter defined) of the Disclosing Party remains competitively sensitive, up to a maximum of two (2) years after expiration or termination of this Agreement, Receiving Party will not without written authorization from Disclosing Party to do so, use for its own benefit or purposes, disclose to others, or permit any other person to obtain, any Confidential Information of Disclosing Party. Receiving Party agrees to use its best efforts in connection with its foregoing commitments regarding Confidential Information. The foregoing restrictions shall not apply to: (a) Disclosing Party information that has been voluntarily disclosed to the public (other than through unauthorized disclosures) by Disclosing Party, (b) information independently developed and disclosed by others, (c) information that has otherwise entered the public domain; or (d) information that is required to be disclosed pursuant to a valid subpoena or order of a court of competent jurisdiction, provided that in such case, Receiving Party shall provide prompt notice to Disclosing Party of such subpoena or order.

9.2 Equitable Relief. In addition to other remedies available under this Agreement or at law, Disclosing Party shall be entitled to obtain equitable relief in the event of a violation by Receiving Party of this Agreement. Receiving Party hereby stipulates that in the event of a violation of this Agreement, ascertainment of damages will be exceedingly difficult, the violation will result in irreparable harm to Disclosing Party, and that Disclosing Party has no adequate remedy at law.

9.3 Public Records Demands. In the event a demand is made by any person, agency, or organization pursuant to the Georgia Public Records Act to view or examine items under this Agreement that constitute Confidential Information, the City of Norcross agrees to assert exemption of the material so long as the City of Norcross deems such material to be exempt. If such demands are pursued after the City of Norcross's assertion of exemption, the City of Norcross agrees to notify LaserCraft.

9.4 Definitions. For purposes of this Agreement: (a) "Confidential Information" shall mean all non-public or competitively sensitive information of the Disclosing Party that is disclosed to Receiving Party. Subject to the foregoing limitation, Confidential Information shall include technical or non-technical data, formulae, patterns, compilations, programs, devices, methods, techniques, drawings, processes, financial data, product plans, specifications, drawings, designs, plans, proposals, and business plans and internal projections of Disclosing Party; (b) "Disclosing Party" shall mean any party disclosing Confidential Information hereunder; and (c) "Receiving Party" shall mean any party receiving or coming into contact with Confidential Information hereunder.

ARTICLE 10 - MISCELLANEOUS

10.1 Binding Nature and Assignment. This Agreement shall be binding on the parties and their respective successors and assigns.

10.2 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, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

10.3 Accounting Records. Records necessary to support LaserCraft invoices shall be kept for three (3) years from issuance date, and shall be available to the City of Norcross or its authorized representative at mutually convenient times.

10.4 Compliance With Law. City hereby represents and warrants that its use of the Services and the RMS Software will be in compliance with any and all applicable laws, rules, and regulations of the United States or the States of the United States. City further represents and warrants that it will not in any way use, disseminate or transfer in any way the RMS Software in violation of the foregoing laws, rules and regulations, including but not limited to the export control laws of the United States.

10.5 Limitation of Liability. In no event shall LaserCraft have any liability to City or any third party to the extent that: (i) the City fails to use the System or the RMS Software in accordance with this Agreement; (ii) the System or any part thereof has been subjected to unusual physical, environmental or electrical stress, or is damaged due to accident, misuse, neglect, or unauthorized or improper alteration, repair, installation, testing, or modification, or which has been moved from the original installation location; or (iii) the claimed defect or error has been caused, in whole or in part, by persons other than by LaserCraft or by products, equipment or software not provided by LaserCraft.

10.6 Notices. Notices required or permitted hereunder shall be in writing and delivered by hand, via nationally recognized overnight delivery service with signature required, or by first-class United States mail, postage prepaid, return receipt requested, and addressed as follows. Notices will be effective upon receipt.

<p>In the case of City:</p> <p>Attention: Mayor Lillian Webb City of Norcross, Georgia 65 Lawrenceville Street Norcross, GA 30071</p>	<p>In the case of LaserCraft:</p> <p>Attention: Scott Patterson LaserCraft, Inc. 5680 Oakbrook Parkway, Suite 149 Norcross, GA 30093</p>
---	--

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address.

10.7 Waiver. No delay or omission by either party in the exercise of any right or power shall be construed to be a waiver thereof. A waiver by either of the parties of any of the covenants, conditions, or agreements to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

10.8 Survival of Terms. Expiration or termination of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in this Agreement that the parties have expressly agreed shall survive any such termination or expiration or that remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.

10.9 Headings and Interpretation. The headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

10.10 Attorneys Fees. In the event that either party to this Agreement institutes any suit against the other party for violation of or to enforce any of the terms or conditions of this Agreement, or should either party intervene in any suit in which the other is a party to enforce or protect its interest or rights hereunder, the prevailing party in any such suit shall be entitled to all of its costs and expenses in connection therewith, including but not limited to reasonable fees of its attorneys, if and to the extent permitted by law.

10.11 Other. The parties hereby agree that: (a) this Agreement contains the entire agreement between the parties regarding the subject hereof, and supercedes and prior or contemporaneous agreements, discussions or understandings; (b) neither party is relying on any other oral or written statements, discussions, agreements or understandings; (c) this Agreement may only be modified in a writing signed by authorized representatives of the parties hereto; (d) the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect; and (e) this Agreement shall be governed by and interpreted under the laws of the State of Georgia, without regard to rules of choice or conflicts of law.

IN WITNESS WHEREOF, LaserCraft and the City of Norcross have caused this Agreement to be signed and delivered by its duly authorized representative as of the date first set forth herein.

THE CITY OF NORCROSS

LASERCRAFT, INC.

By: Lillian Webb

By: _____

Typed Name: Mayor Lillian Webb

Scott Patterson

Title: Mayor

President

Date: Jan 22, 2006

Date: _____

January 30, 2009

The purpose of this letter is to provide you with the report required by O.C.G.A §40-14-24 in regards to the operation of traffic control signal monitoring devices within The City of Norcross. The following information is required:

§40-14-24 (1) Descriptions of the locations where traffic control signal devices were used:

The City of Norcross has been operating traffic control signal monitoring devices at the intersection of Buford Highway and Beaver Ruin Road and the intersection of Medlock Bridge Road and Peachtree Industrial Boulevard. During 2008, at the intersection of Buford Highway and Beaver Ruin Rd., the redlight cameras operated from January 1, 2008 to December 31, 2008. The redlight camera monitoring the southbound approach on Peachtree Industrial Boulevard was in operation in 2008 from January 1, 2008 to December 31, 2008. The camera monitoring the westbound approach on Medlock Bridge Road operated from May 1, 2008 to December 31, 2008.

§40-14-24 (2) Number of violations recorded at each location and in the aggregate on a monthly basis:

Buford Highway and Beaver Ruin Road

<u>2008</u>	Prosecutable
Jan	214
Feb	174
Mar	229
Apr	256
May	185
Jun	229
Jul	151
Aug	207
Sep	246
Oct	229
Nov	196
Dec	182
Total	2,498

Peachtree Industrial Blvd and Medlock Bridge Road

<u>2008</u>	Prosecutable
Jan	134
Feb	146
Mar	166
Apr	190
May	343
Jun	286
Jul	225
Aug	341
Sep	334
Oct	310
Nov	224
Dec	174
Total	2,873

§40-14-24 (3) Total number of citations issued:

5371 citations were issued from January 1, 2008 to December 31, 2008.

§40-14-24 (4) Total number of civil monetary penalties and total amount of such penalties paid after citation without contest:

Total number of civil monetary penalties: 3641

Total amount of civil monetary penalties paid without contest: \$256,773.80

§40-14-24 (5) The number of violations adjudicated and results of such adjudications, including a breakdown of dispositions made:

Total number of adjudications: 43

Nolle Prosequi: 9

Guilty: 34

Sworn affidavit: No further Action: 90

Sworn affidavit: Citation re-issued: 41

§40-14-24 (6) Total amount of civil monetary penalties paid:

Total amount of civil monetary penalties paid: \$259083.80

§40-14-24 (7) Quality of the adjudication processed and its results:

The City of Norcross automated red light camera citations were processed in the following manner: Of the 6587 potential violations, 5371 were issued as citations (82%). 1216 were determined to be non-prosecutable (18%). 198 were issued as warning tickets. Of the remaining 5173 citations, 3607 were paid without contest. 43 citations were adjudicated. Of those, 34 adjudications resulted in guilty decisions. 357 were undeliverable by the United States Post Office, and were voided. 90 citations were dismissed with no further action after a sworn affidavit was submitted. 41 citations were re-issued after a sworn affidavit was submitted. The remaining 1076 citations are currently awaiting disposition and/or response from the registered owner cited.

There were a combined total of 54 collisions reported at both the Buford Highway and Beaver Ruin Road intersection & the intersection of Peachtree Industrial Blvd and Medlock Bridge Road in 2008. The cumulative reported accidents are down. 80 accidents were reported in 2007 at those intersections.