

City of Newark



Red Light Camera Enforcement Program

October 2014

Exhibit 1 Page 5

- City council agenda item E.3 dated March 9, 2006
- City Council minutes item E.3 dated March 9, 2006
- City Council Resolution No. 9102
- Agreement between City of Newark and Redflex Traffic Systems date March 9, 2006 (with Exhibits A – F)
- Business Rules – City of Newark, Redflex Traffic Systems
- City Council Resolution No. 9669
- City Council agenda item F.2 dated January 14, 2010
- City Council minutes item F.2 dated January 14, 2010
- Contract Extension letter dated January 6, 2011
- Council agenda item F.3 date Thursday, April 14, 2011
- City Council minutes item F.3 dated Thursday, April 14, 2011
- Contract renewal power point presentation
- City Council Resolution No. 9823
- Agreement between City of Newark and Redflex Traffic Systems dated April 20, 2011, (with Exhibits A-G)
- Certificate of Insurance

Exhibit 2 Page 124

- Photo Enforcement sign locations
- Photos of signs, SR56 sign requirements
- Press Release August 1, 2006 notifying public of program and 30 day grace period for Cherry St. and Mowry Ave.
- Press Release email November 2, 2006 notifying public of 30 day grace period for Cedar Blvd. and Mowry Ave.
- Press Release Feb. 7, 2007 notifying public of camera installation and 30 day grace period for Newark Blvd. and Jarvis Ave.
- News article from The Argus notifying public of camera installation and 30 day grace period dated August 2, 2006 (Cherry and Mowry)
- News article from The Argus notifying public of camera installation and 30 day grace period dated November 11, 2006 (Cedar and Mowry)
- News article from The Argus notifying public of camera installation and 30 day grace period dated Feb. 11, 2007 (Newark Blvd and Jarvis Ave)
- News article from The Argus notifying public of end of grace period for Newark Blvd. and Jarvis Ave, dated April 10, 2007
- Article from Newark News (official Newark publication) Summer 2006 concerning red light cameras
- Press Release September 6, 2006 notifying public of end of grace period for Cherry St. and Mowry Ave
- Press Release April 5, 2007 notifying public of end of grace period for Newark Blvd. and Jarvis Ave.
- Press Release: New Approach for Red-Light Enforcement, Mowry Avenue and Cedar Boulevard
- Oakland Tribune “Speeders in Newark’s Sights”, March 9, 2006
- City Government Channel Cablecast: Rotating Visual Announcements, uploaded October 2006 and run through November 2006
- Oakland Tribune “Newark Traffic-Light Cameras Make Some See Red”, February 2, 2011
- Newark Patch (Internet news media) “Will Red Light Camera Contract Extension Be a Go?”, April 4, 2011

Exhibit 3 Page 173

- Guidelines for Screening violations
- Copy of Warning Letter from City of Newark
- Court decision- improper hearsay filed 2/22/2006 (LA Superior Court)
- Court decision – People v Gray
- Court decision – People v Goldsmith

Exhibit 4 Page 221

- Automated Traffic Enforcement Systems: notice to Appear – (40518)
- Notice to Appear: Affidavit of Non-Liability (40520)
- California VC 21455.5, 21455.6, 21455.7
- 1013 – Service by mail procedure and 1013a. – proof

Exhibit 5 Page 229

- California MUTCD page 4D-11 yellow light change interval
- MUTCD 2003 California Supplement page 4D-27 table 4D-102 Suggested Minimum Yellow Interval Timing
- Semi Annual Approach Inspection – City of Newark and Cherry St. and Mowry Ave

- | | | | |
|-------------|-------------|------------|------------|
| a) 9/22/14 | f) 4/4/12 | k) 9/8/09 | p) 3/1/07 |
| b) 3/18/14 | g) 8/30/11 | l) 3/13/09 | q) 8/22/06 |
| c) 10/24/13 | h) 4/11/11 | m) 9/16/08 | |
| d) 3/20/13 | i) 12/30/10 | n) 3/6/08 | |
| e) 9/20/12 | j) 3/9/10 | o) 9/7/07 | |

- Semi Annual Approach Inspection – City of Newark at Mowry Ave and Cedar Blvd

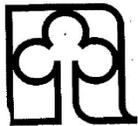
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|-------------|------------|-------------|------------|
| a) 9/22/14 | e) 9/20/12 | i) 11/23/10 | m) 9/15/08 |
| b) 3/21/14 | f) 4/4/12 | j) 3/9/10 | n) 9/7/07 |
| c) 10/24/13 | g) 8/30/11 | k) 9/8/09 | o) 3/16/07 |
| d) 3/20/13 | h) 4/11/11 | l) 3/12/09 | p) 11/9/06 |

- Semi Annual Approach Inspection – City of Newark at Newark Blvd and Jarvis Ave

- | | | | |
|-------------|------------|------------|------------|
| a) 9/22/14 | e) 9/20/12 | i) 12/1/10 | m) 9/11/08 |
| b) 3/18/14 | f) 4/4/12 | j) 3/9/10 | n) 3/7/08 |
| c) 10/24/13 | g) 8/30/11 | k) 9/8/09 | o) 9/7/07 |
| d) 3/20/13 | h) 4/11/11 | l) 3/13/09 | p) 3/16/07 |

- Traffic Signal Controller Timing Manual (Mowry Ave at Cherry St)

- Introduction
- Study Procedures
- Speed Data



CITY OF NEWARK CITY COUNCIL

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City Administration Building
7:30 p.m.
City Council Chambers

AGENDA

Thursday, March 9, 2006

- A. ROLL CALL
- B. MINUTES
 - B.1 Approval of Minutes of the regular City Council meeting of Thursday, February 23, 2006. (MOTION)
- C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Commending DataSafe on their 60th Anniversary. (COMMENDATION)
- D. WRITTEN COMMUNICATIONS
- E. PUBLIC HEARINGS
 - E.1 Hearing to consider E-05-41, a Mitigated Negative Declaration; U-05-42, a conditional use permit; and P-05-43, a planned unit development, for a wireless telecommunications facility (Cingular Wireless) at 6201 Lafayette Avenue (Newark Junior High School) – from Planner Fujikawa. (MOTIONS-2)
 - E.2 Hearing to consider Z-05-34, a text amendment to Title 17 (Zoning) of the Newark Municipal Code to amend Chapter 17.08 (Definitions), Chapter 17.16 (R Residential Districts), Chapter 17.20 (C Commercial Districts), Chapter 17.24 (M Industrial Districts), Chapter 17.48 (General Regulations and Exceptions), and Chapter 17.60 (Off-Street Parking and Loading) to achieve compliance with state regulations for residential care facilities and family day care homes and to remove constraints on housing for persons with disabilities – from Planning Consultant Kristiansson. (INTRODUCTION OF ORDINANCE)
 - E.3 Hearing to consider the utilization of an automated red light photo enforcement program through Redflex Traffic Systems – from Police Chief Samuels. (RESOLUTION)

City Attorney Galliano read the title of the ordinance.

**E.3 Hearing to consider the utilization of an automated red light photo enforcement program through Redflex Traffic Systems.
RESOLUTION NO. 9102**

Police Lieutenant Leal presented the staff report.

Mayor Smith opened the public hearing at 8:16 p.m.

Lieutenant Leal and Aaron Rosenberg, the Redflex Traffic Systems representative, addressed the questions and concerns the City Council and members of the audience raised.

John Prokop, Mike Davis, Mr. Archer, Mark Gremelman, Mike Roseman, and Mr. Lopez spoke against the City adopting a red light photo enforcement program.

Eric Hentschke spoke for the program stating that some intersections draw red light runners and this seems a reasonable solution.

Ranen Chakravorty asked if there would be a trial period. Lieutenant Leal stated that he was not aware of trial periods in other cities, but that the City retains the right to re-evaluate the program.

Mayor Smith closed the public hearing at 8:57 p.m.

Council Member Nagy moved, Council Member Johnson seconded, to approve the utilization of an automated red light photo enforcement program through Redflex Traffic Systems; find that pursuant to Resolution No. 7053, Redflex Traffic Systems, Inc. is the sole source for the products and services necessary for the program in Alameda County; and authorize the Mayor to sign a contract with Redflex Traffic Systems, Inc.; that the resolution be numbered consecutively; and that reading of the title suffice for adoption of the resolution. The motion passed, 5 AYES.

City Attorney Galliano read the title of the resolution.

E.4 Hearing to consider property owners' objections to the 2006 Weed Abatement Program and instruction to the Superintendent of Streets to abate the public nuisances.

City Manager Becker announced the Public Hearing was not noticed in the local newspaper; therefore, the Public Hearing would be rescheduled for the City Council meeting of March 23, 2006.

RESOLUTION NO. 9102

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE IMPLEMENTATION OF A
RED LIGHT CAMERA ENFORCEMENT PROGRAM AND
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT
WITH REDFLEX TRAFFIC SYSTEMS FOR A PHOTO RED
LIGHT ENFORCEMENT PROGRAM

WHEREAS, according to the United States Department of Transportation, each year red light violations cause as many as 200,000 vehicle collisions and 1,000 fatalities nationwide, and according to the California Highway Patrol's Statewide Integrated Traffic Records System, there were 63,896 injury collisions and 642 fatal collisions associated with intersections over a one year period in California alone; and

WHEREAS, in 2004 the City of Newark investigated 27 intersection collisions directly attributable to red light violations, in which 10 resulted in injuries; and

WHEREAS, despite continuing traffic enforcement by the Newark Police Department Traffic Division, conventional enforcement tactics are not always safe or practical; and

WHEREAS, as traffic flow through our community continues to increase, so will red light violations. Red light violations directly affect the quality of life in our community and create a serious danger to the motoring public, as well as law enforcement officers; and

WHEREAS, one of the most proven and cost-effective methods to address red light violations is through the use of automated red light photo enforcement. Since the first program in California was implemented in 1997, there are currently over 70 jurisdictions in California utilizing red light cameras. In 2003 the California Department of Transportation reported that red light violations have decreased by as much as 30 to 60 percent at intersections in jurisdictions where cameras automatically identified violators. The City of Fremont began a red light camera program in 2000 and has reduced collisions at camera enforced intersections by 40 percent. Union City recently installed red light camera systems as well; however, there is not enough data. Furthermore, other studies indicate that the implementation of red light camera systems have a secondary effect of reducing all types of collisions in areas where they are installed; and

WHEREAS, on July 12, July 13, and August 3 intersection video surveys were conducted at 19 intersection approaches in the City of Newark. Of those intersection approaches surveyed, three currently warrant photo enforcement. However, as traffic increases and traffic patterns change, Police Department and Public Works Department staff may continue to survey intersection approaches to determine if additional intersection approaches warrant photo enforcement; and

WHEREAS, in 2004 legislation that explicitly authorized the use of red light photo enforcement by local jurisdictions became effective. The automated red light photo enforcement program authorized herein is enacted pursuant to and in conformity with that legislation, being California Vehicle Code Section 21455.5; and

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

WHEREAS, the Alameda County court system is prepared to lawfully process only those citations issued with the use of the equipment, licenses, applications, and citation processes owned or possessed by Redflex Traffic Systems, Inc.; and

WHEREAS, the contract to be established with Redflex Traffic Systems, Inc. is for a comprehensive program fully funded by violator citations, in which Redflex guarantees that the program would be, at a minimum, cost neutral and in compliance with all California Vehicle Code specifications. The cost per system will not exceed \$6,000 per month, with a cost neutral condition that ensures the City will never pay Redflex more than the amount actually collected from red light violators. At program start-up, invoices will be paid 90 days in arrears, to ensure sufficient citation collections have been achieved to support the Redflex payments; and

WHEREAS, a duly noticed public hearing has been conducted pursuant to California Vehicle Code Section 21455.6(a);

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark as follows:

1. A Photo Red Light Enforcement Program is hereby authorized and established within the City of Newark. The automated red light photo enforcement program authorized herein is enacted pursuant to and in conformity with California Vehicle Code Section 21455.5. The program shall include no more than ten (10) intersection approaches within the City, the first three of which shall be Eastbound Mowry Avenue/Cedar Boulevard, Northbound Cedar Boulevard/Mowry Avenue, and Southbound Cherry Street/Mowry Avenue. City staff is hereby authorized and directed to periodically survey said intersection approaches to determine if automated red light photo enforcement remains warranted and, in addition thereto, to periodically survey the intersection approaches at Cedar Boulevard/Mowry Avenue (all directions), Cedar Boulevard/Thornton Avenue (all directions), Cherry Street/Central Avenue (all directions), Cherry Street/Mowry Avenue (northbound and southbound), Mowry Avenue/Alpenrose Court (westbound), and Newark Boulevard/Jarvis Avenue (all directions) to determine if automated red light photo enforcement has become warranted. If additional intersection approaches become warranted, photo red light enforcement systems may be installed on said

intersection(s) pursuant to the "AGREEMENT BETWEEN THE CITY OF NEWARK AND REDFLEX TRAFFIC SYSTEMS, INC., FOR PHOTO RED LIGHT ENFORCEMENT PROGRAM" without further action of the City Council. However, in no event shall the number of intersection approaches subject to the program exceed ten (10) at any one time.

2. Pursuant to Resolution No. 7053, the City Council finds and declares that the purchase of the equipment, supplies and related systems from Redflex Traffic Systems, Inc. for the photo red light enforcement program constitutes an exemption from formal bidding procedures in that Redflex Traffic Systems, Inc. has the exclusive knowledge, possession, and ownership of certain equipment, licenses, applications, and citation processes related to digital photo red light enforcement systems; and the Alameda County court system is prepared to lawfully process only those citations issued with the use of said equipment, licenses, applications, and citation processes and, therefore, formal bids would work an incongruity and would be unavailing in affecting the final results, formal bids would not produce any advantage to the City, it is practically impossible to obtain what is required through the formal bidding process, and the product sought or a significant portion thereof is the subject of a patent (or license) and cannot be purchased from any other source other than the holder of the patent (or license).
3. The Mayor of the City of Newark be and is hereby authorized to sign the "AGREEMENT BETWEEN THE CITY OF NEWARK AND REDFLEX TRAFFIC SYSTEMS, INC., FOR PHOTO RED LIGHT ENFORCEMENT PROGRAM" on file in the Office of the City Clerk.

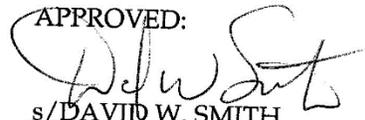
I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on March 9, 2006, by Council Member Nagy, who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

YES: Council Members Apodaca, Johnson, Nagy, Vice Mayor Freitas, and Mayor Smith

NOES: None

ABSENT: None

SECONDED: Council Member Johnson

APPROVED:

s/DAVID W. SMITH
Mayor

ATTEST:

s/KATHLEEN L. SLAFTER
Acting City Clerk

~~APPROVED AS TO FORM:~~

s/GARY T. GALLIANO
City Attorney

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

This Agreement ("Agreement") is made as of this 10th day of March, 2006, by and between Redflex Traffic Systems, Inc. with offices at 6047 Bristol Parkway 1st Floor, Culver City, CA 90230 ("Redflex"), and The City of Newark, a municipal corporation, with offices at 37101 Newark Blvd. Newark, CA 94560 (the "City").

RECITALS

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

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

WHEREAS, it is a mutual objective of both Redflex and the City 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.

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 Newark Police Project Manager or such other individual(s) as the City shall designate to review Potential Violations and to authorize the Issuance of Citations in respect thereto, and in any event, a sworn peace officer or a qualified employee of the Newark Police Department.
 - 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 or Private 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, City's 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 City's, 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 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 disclosed, or (v) was required by applicable state law, including but not necessarily limited to the California Public Records Act (California Government Code Section 6250 et seq.) or Article I Section 3(b) (Proposition 59) of the Constitution of the State of California, to be disclosed.

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 City shall mutually agree from time to time.

1.6. "Electronic Signature" means the method through which the Authorized Officer indicates his or her approval of the issuance of a Citation in respect of a Potential Violation using the Redflex System.

1.7. "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 City, a numbering sequence for use on all citation notices (in accordance with applicable court rules), 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.

- 1.8. “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, sensor units, servers and poles, which during the term of this agreement shall remain the property of Redflex.,
- 1.9. “Fine” means a monetary sum assessed for Citation, including but not limited to bail forfeitures, but excluding suspended fines.
- 1.10. “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.
- 1.11. “Installation Date of the 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 Redlight Photo Enforcement Program.
- 1.12. “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.
- 1.13. “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 system has been installed by Redflex for the purposes of facilitating Redlight Photo Enforcement by the City.
- 1.14. “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 peace officer of the City and the issuance of Citations for such approved Violations using the Redflex System.

- 1.15. “Person” means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- 1.16. “Police Project Manager” means the project manager appointed by the City in accordance with this Agreement, which shall be a sworn peace 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 City’s obligations pursuant to this Agreement, including but not limited to change order authorizations, subject to any limitations set forth in the City’s charter or other organizational documents of the City or by the city counsel or other governing body of the City.
- 1.17. “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.
- 1.18. “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 without limitation 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.
- 1.19. “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.
- 1.20. “Photo Redlight Violation Criteria” means the standards and criteria by which Potential Violations will be evaluated by sworn peace officers of the City, 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.

- 1.21. "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 Ray Torres or such person as Redflex shall designate by providing written notice thereof to the City 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 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. "SmartCam™ System" means the proprietary digital redlight photo enforcement system of Redflex relating to the Photo Red Light Enforcement Program.
- 1.25. "SmartOps™ System" means the proprietary back-office processes of Redflex relating to the Photo Red Light Enforcement Program.
- 1.26. "SmartScene™ System" means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data.
- 1.27. "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.
- 1.28. "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.
- 1.29. "Violations Data" means the images and other Violations data gathered by the Redflex System at the Designated City Streets and/or Intersection Approaches.
- 1.30. "Warning Period" means the period of thirty (30) days after the Installation Date of each new operational intersection approach.
2. Term. The term of this Agreement shall commence as of the date hereof and shall continue for a period of five (5) years (the "Initial Term"). 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 two (2) year periods following the expiration of the Initial Term (each, a "Renewal").

Term” and collectively with the Initial Term, the “Term”). The City 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.

3. Services. Redflex shall provide the Photo Red Light Enforcement Program to the City, 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 (1) the Designated Intersection Approaches and the installation of the Redflex System at such Designated Intersection Approaches, the City 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 the Designated Intersection Approaches the City 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 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 seven (7) days of the gathering of the Violation Data from the applicable Designated City Streets and/or Intersection Approaches
 - 3.3.5. The City 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;

- 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 shall provide a toll-free telephone number for the purposes of answering citizen inquiries
 - 3.3.8. Redflex shall permit the Authorized Officer to generate monthly reports using the Redflex Standard Report System.
 - 3.3.9. Upon Redflex's receipt of a written request from the City and in addition to the Standard Reports, Redflex shall provide, without cost to the City, 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 City in such format and for such periods as the City 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 City;
 - 3.3.10. Upon the City's receipt of a written request from Redflex, the City 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 City shall not be obligated to provide in excess of six (6) such reports in any given twelve (12) month period without cost to Redflex;
 - 3.3.11. During the six (6) month period following the Installation Date and/or upon Redflex's receipt of a written request from the City at least fourteen (14) calendar days in advance of court proceeding, Redflex shall provide expert witnesses at no cost to City for use by the City in prosecuting Violations; provided, however, the City shall use reasonable best efforts to seek judicial notice in lieu of requiring Redflex to provide such expert witnesses; and
 - 3.3.12. 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 City with respect to the Redlight Enforcement Program.
- 3.4. Prosecution and Collection; Compensation. The City shall diligently prosecute Citations and the collection of all Fines in respect thereof, and Redflex shall have the right to receive, and the City 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 City shall have the respective rights and obligations set forth on Exhibit E attached hereto.

3.6. Change Orders. The City 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 City. Following the City’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 City, and the City 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 Newark 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 that Redflex is providing services to the City 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 City 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 City 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 City pursuant to this Agreement, the City shall gain no additional right, title or interest therein.

- 4.3. Restricted Use. The City 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 City's use of the Redflex System pursuant to the terms of this Agreement without first obtaining the prior consent of Redflex, or (e) disassemble, decompile 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 City 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 City 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 City 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 City for any reasonable costs incurred in providing such cooperation and assistance.
- 4.6. Infringing Use. The City shall give Redflex prompt written notice of any action or claim action or claim, whether threatened or pending, against the City 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 City 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 City 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 City 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 City.

5.2. City Representations and Warranties.

5.2.1. Authority. The City 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 City hereby warrants and represents that any and all services provided by the City 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 CITY'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 CITY SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE CITY HEREBY ACKNOWLEDGES THAT THE REDFLEX SYSTEM MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, REDFLEX SHALL DILIGENTLY ENDEAVOR TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

6. Termination.

6.1. Termination for Cause: Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state statutes are amended to prohibit or substantially change the operation of photo red light enforcement systems; (ii) any

court having jurisdiction over City rules, or state or federal statute declares, that results from the Redflex System of photo red light enforcement are inadmissible in evidence; or (iii) the other party commits any material breach of any of the provisions of this Agreement. Either party shall have the right to remedy the cause for termination (Sec 6.1) within forty-five (45) calendar days (or within such other time period as the City and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination. The rights to terminate this Agreement given in this Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

6.2. Procedures Upon Termination. The termination of this Agreement shall not relieve 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:

6.2.1. 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 Red Light Enforcement Program, (ii) promptly deliver to the City any and all Proprietary Property of the City provided to Redflex pursuant to this Agreement, (iii) promptly deliver to the City a final report to the City regarding the collection of data and the issuance of Citations in such format and for such periods as the City 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 City a final invoice stating all fees and charges properly owed by City to Redflex for work performed and Citations issued by Redflex prior to the termination, (v) in the event the City terminates this agreement for cause under Section 6.1, or upon the termination of this Agreement at the end of the Initial Term or at the end of a Renewal Term, Redflex will promptly 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 restore the Designated City Vehicles and Designated Intersection Approaches to substantially the same condition such Designated City Vehicles and Designated Intersection Approaches were in immediately prior to this Agreement at the sole cost and expense of Redflex, and (vi) provide such assistance as the City may reasonably request from time to time in connection with prosecuting and enforcing Citations issued prior to the termination of this Agreement.

6.2.2. The City 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 City pursuant to this Agreement, and (iii) promptly pay any and all fees, charges and amounts properly owed by City

to Redflex for work performed and Citations issued by Redflex prior to the termination.

6.2.3. Unless the City 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 at the sole cost and expense of Redflex.

6.3. Survival. Notwithstanding the foregoing, the definitions and each of the following shall survive the termination of this Agreement: (x) Sections 4.2 (Reservation of Rights), 5.1 (Redflex Representations and Warranties), 5.2 (City 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), 11.16 (Injunctive Relief; Specific Performance) and 11.18 (Jurisdiction and Venue), 11.19 (Fee Forfeiture) and (y) 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, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

8. Indemnification and Liability. Redflex hereby agrees to defend and indemnify the City councilpersons, 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 "City Party" and collectively, the "City Parties") against, and to protect, save and keep harmless the City Parties from, and to pay on behalf of or reimburse the City 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 City 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 negligence or 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, or any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of the City contained in this Agreement, by the City and Redflex agrees to defend and indemnify the City and the above-mentioned categories of persons for the cost of defense and any and all legal liability based on any and all civil, criminal and administrative actions challenging the legality or constitutionality of the Automated Red Light Enforcement Program or any action seeking to halt the red light enforcement program that are not caused by material breach, willful misconduct and material misrepresentation by the City.

- 8.1. Indemnification Procedures. In the event any claim, action or demand (a “Claim”) in respect of which the City seeks indemnification from Redflex, the City shall give Redflex written notice of such Claim promptly after the City first becomes aware thereof; provided, however, that failure so to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The City shall have the right to choose counsel to defend such Claim (subject to the approval of such counsel by Redflex, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, compromise and settle such Claim, and the City shall have the right to participate in the defense at its sole expense; provided, however, Redflex shall have the right to take over the control of the defense or settlement of such Claim at any time if the City irrevocably waives all rights to indemnification from and by Redflex and the City shall cooperate in the defense or settlement of any Claim, and no party shall have the right enter into any settlement agreement that materially affects the other party’s material rights or material interests without such party’s prior written consent, which consent will not be unreasonably withheld or delayed.
 - 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. Insurance. Redflex shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Redflex, his agents, representatives, or employees.
 - 9.1. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).

Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).

Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Errors and Omissions Liability insurance appropriate to the Redflex's profession.

9.2. Minimum Limits of Insurance.

Redflex shall maintain limits no less than:

- | | |
|--|--|
| 1. General Liability: (including operations, products and completed operations, as applicable.) | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Automobile Liability: | \$1,000,000 per accident for bodily injury and property damage. |
| 3. Employer's Liability: | \$1,000,000 per accident for bodily injury or disease. |
| 4. Errors and Omissions Liability: | \$1,000,000 per occurrence. |

9.3. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Redflex shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

9.4. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.5. Verification of Coverage. Redflex shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms provided those endorsements conform to City requirements. All certificates and endorsements are

to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

- 9.6. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - 9.6.1. Additional Insureds. Except for auto liability, the City, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Redflex; or automobiles owned, leased, hired or borrowed by the Redflex.
 - 9.6.2. Primary Insurance. For any claims related to this project, the Redflex's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Redflex's insurance and shall not be contribute with it.
 - 9.6.3. Notice of Cancellation. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
 - 9.6.4. Civil Code § 2782. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
 - 9.6.5. Qualifications. All insurance companies providing coverage to Redflex shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.
 - 9.6.6. Subcontractors Redflex shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor All coverage's for subcontractors shall be subject to all of the requirements stated herein.
 - 9.6.7. Waiver of subrogation. With respect to Workers' Compensation and Employer's Liability Coverage, the insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by Redflex for the City.
 - 9.6.8. Coverage is material element. Maintenance of proper insurance coverage in conformity with the provision of this paragraph 12 is a material element of this Agreement and failure to maintain or renew coverage or to provide evidence of coverage or renewal may be treated by City as a material breach of this Agreement.

9.6.9. Variation. The Risk Manager of City may approve a variation in those insurance requirements upon a determination that the coverage, scope, limits and form of such insurance are either not commercially available or that the City's interest are otherwise fully protected.

9.6.10. Reporting Damages. If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Redflex shall immediately notify the City Risk Manager's office by telephone at 510-790-7270, and Redflex shall promptly submit to the City's Risk manager and the City's Administrator a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Redflex's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

10. 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:

10.1. Notices to Redflex:

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

10.2. Notices to the City:

City of Newark
37101 Newark Blvd.
Newark, CA 94560
Attention: Chief of Police

With a copy to:

City of Newark
37101 Newark Blvd.
Newark, CA 94560
Attention: City Manager
Facsimile: (510) 794-2306

11. 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 11, 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 binding or nonbinding arbitration or mediation.

12. Miscellaneous.

- 12.1. 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 City hereby acknowledges and agrees that the execution (as outlined in Exhibit F), 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 City 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 City's prior written approval, which approval shall not be unreasonably withheld or delayed. The City further acknowledges and agrees that in the event that Redflex provides written notice to the City that it intends to Transfer all or any of Redflex's rights pursuant to this Agreement, and in the event that the City 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 City 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.
- 12.2. Relationship Between Redflex and the City. 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).
- 12.3. Audit Rights. Each of parties hereto shall have the right to audit 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.

- 12.4. 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.
- 12.5. 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 Agreement may be amended only by a subsequent written agreement signed by both parties.
- 12.6. 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.
- 12.7. 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.
- 12.8. 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.
- 12.9. 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.
- 12.10. 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.

- 12.11. Covenant of Further Assurances. Subject to all applicable laws or ordinances, 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.
- 12.12. 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.
- 12.13. 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.
- 12.14. 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.
- 12.15. 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.
- 12.16. Injunctive Relief; Specific Performance. The parties hereby agree and acknowledge that a breach of Sections 4.1 (License), 4.3 (Restricted Use) or 7 (Confidentiality) of this Agreement would result in severe and irreparable injury to the other party, which injury could not be adequately compensated by an award of money damages, and the parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition or provision of this Agreement, or to enjoin or prevent such a breach, including without limitation an action for specific performance hereof.
- 12.17. Applicable Law. This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of California, United States.
- 12.18. 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 Alameda and both parties specifically agree to be bound by the jurisdiction and venue thereof.

12.19. Fee Forfeiture: In order to further protect the City, should Redflex become insolvent, file for bankruptcy or otherwise discontinue business operations, the City shall withhold any sums otherwise due Redflex. This provision is intended to protect the City with respect to the removal costs of intersection related hardware in the event Redflex is unable or unwilling to remove said hardware as required by Paragraph 6.3.1, having particularly in mind any relief granted to Redflex in bankruptcy from the obligations of this Agreement, including but not limited to permission to abandon said hardware in place.

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

CITY OF NEWARK

REFLEX TRAFFIC SYSTEMS, INC.

By: David W. Smith

By: [Signature]

Name: DAVID W. SMITH

Name: RICHARD EDEN

Title: MAYOR

Title: SECRETARY

APPROVED AS TO CONTENT:

By: [Signature]
Gary T. Galliano, City Attorney

EXHIBIT "A"

Designated Intersection Approaches

The contract is for the implementation of up to 10 intersection approaches. Identification of enforced intersection approaches will be based on mutual agreement between Redflex and the City as warranted by community safety and traffic needs.

EXHIBIT "B"
Construction and Installation Obligations

Timeframe for Installation: Fixed Photo Red Light System

Redflex will have each specified intersection installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Redflex Traffic Systems and the City.

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.

Redflex will use reasonable commercial efforts to install and activate intersection approach within twenty (20) days subsequent to formal drawing approval and permit issuance. The City 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 City permit requests.

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 engineer;
 - 1.3. Develop and submit to the City 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
 - 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. Complete the installation and testing of all necessary Equipment, including hardware and software, at the Designated Intersection Approaches (under the supervision of the City);

- 1.7. Any damage to City property or facilities during installation or maintenance of the Equipment by Redflex or any contractor employed by Redflex shall be the sole responsibility of Redflex.
- 1.8. 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;
- 1.9. 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;
- 1.10. Implement the use of the Redflex System at each of the Designated Intersection Approaches;
- 1.11. Deliver the Materials to the City; and
- 1.12. Issue citation notices for Authorized Violations;
- 1.13. Redflex shall provide training (i) for up to fifteen (15) personnel of the City, including but not limited to the persons who City 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;
- 1.14. 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, and coordination between Redflex, the City and juvenile court personnel; and
- 1.15. Provide reasonable public relations resources and media materials to the City in the event that the City elects to conduct a public launch of the Redlight Photo Enforcement Program.
- 1.16. Citation processing and citation re-issuance
2. **CITY OBLIGATIONS.** The City shall do or cause to be done each of the following (in each case, unless otherwise stated below, at City's sole expense):
 - 2.1. Appoint the Police Project Manager;
 - 2.2. Assist Redflex in obtaining the Drawings from the relevant Governmental Authorities;

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- 2.3. 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;
- 2.4. 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 City; and
- 2.5. Assist Redflex in seeking the Approvals
- 2.6. Provide reasonable access to the City'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;
- 2.7. Provide reasonable access to the personnel of the City and reasonable information about the specific operational requirements of such personnel for the purposes of performing training;
- 2.8. 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 City 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;
- 2.9. Assist Redflex in developing the Redlight Violation Criteria; and
- 2.10. Seek approval of the Enforcement Documentation.

EXHIBIT "C"

Maintenance

1. All repair and maintenance of Photo Red Light Enforcement systems and related equipment will be the sole responsibility of Redflex, including but 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 Department of Public Works being present.
3. The provision of all necessary communication, broadband and telephone services to the Designated Intersection Approaches will be the sole responsibility and expense of the Redflex
4. The cost of electrical power required to operate the Equipment in the Designated Intersection Approaches will be the sole responsibility of the City. However, any physical changes required to obtain said electrical service shall be constructed at the sole cost and expense of Redflex.
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 shall be available to the Police Project Manager each day, on a reasonable best efforts basis.

EXHIBIT "D"

Compensation & Pricing

City shall be obligated to pay Redflex a fixed fee of \$6,000.00 per month for each Designated Intersection Approach ("Fixed Fee") as full remuneration for performing all of the services contemplated in this Agreement or gross cash received by the City from automated red light violations, whichever is less. City shall never pay, nor is City obligated to pay, Redflex more than actual cash received by City from red light violators. Cost neutrality is assured to City using the following methodology

1. The City agrees to pay Redflex within thirty (30) days after the invoice is received. City shall be obligated to pay the cumulative balance invoiced by Redflex, in accordance with terms set forth above, to the extent of gross cash received by the City from automated red light violations. In the event that a balance remains unpaid due to a deficit in gross cash received by the City compared to invoiced amounts, City will provide to Redflex with each monthly payment, an accounting of such gross receipts supporting the amount withheld.
2. In the event that the contract ends or is terminated and an invoiced balance is still owed to Redflex, all subsequent receipts from automated red light violations for a period of 12 months from date of termination will be applied to such balance and paid to Redflex.
3. Payment will only be made by City up to the amount of cash received by City from Alameda County through the collection of red light citation up to the amount currently due.

Business Assumptions for all Pricing Options:

1. Redflex will be required to install new conduit for the system and shall bear all costs related to the installation of such conduit. Any such additional conduit shall become the exclusive property of the City upon termination of this Agreement.
2. Each year the pricing will increase by the Consumer Price Index ("CPI"), as published by the Bureau of Labor Statistics for the United States Department of Labor. If the Index is discontinued or revised during the term, such other government index or computation with which it is replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised. Any increase in compensation, other than as provided in the Agreement, shall be limited to the aforementioned CPI increase. However, in no event shall it exceed gross cash received by the City from automated red light violations.
3. Redflex will not charge the City for any time Digital Redflex Photo Red Light System is not operational (defined as a material malfunction causing no violations to be captured) in excess of 48 hours. The down time will be measured in daily increments and shall be prorated on the monthly fee as held in this agreement.

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EXHIBIT "E"

Additional Rights and Obligations

Redflex and the City shall respectively have the additional rights and obligations set forth below:

1. Redflex shall assist the City 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 City).
2. Redflex shall be solely responsible for installing signage. Redflex 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.
3. 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 City Police Project Manager shall mutually agree.
4. The City 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 City 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 City by means of hacking, password mining or any other method whatsoever, nor shall the City cause any other Person to do any of the foregoing.
5. The City 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.
6. Redflex and the City 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 City shall obey any and all such rules and regulations.
7. The City 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 City, or any of its employees, contractors or agents.
8. Redflex shall promptly reimburse Redflex for the cost of repairing or replacing any portion of City property, facilities, or equipment, damaged directly or indirectly by Redflex, or any of its employees, contractors or agents.

EXHIBIT F

Form of Acknowledgement and Consent

This Acknowledgement and Consent, dated as of _____, 20 __, is entered into by and between the City of Newark (the "City") and Redflex Traffic Systems, Inc., ("Redflex"), with reference to the Agreement between the City of Newark and Redflex Traffic Systems, inc. for Photo red light enforcement program, dated as of _____, 20__ 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.

| | |
|--|---|
| CITY OF NEWARK, a California municipality | REFLEX TRAFFIC SYSTEMS, INC., a Delaware Corporation |
| By: <u>David W. Smith</u> | By: <u>[Signature]</u> |
| Name: <u>DAVID W. SMITH</u> | Name: <u>RICHARD EDEN</u> |
| Title: <u>MAYOR</u> | Title: <u>SECRETARY</u> |



CITY OF NEWARK

REFLEX TRAFFIC SYSTEMS

BUSINESS RULES

Court Procedures

1. The following information shall be included on all citations unless otherwise agreed to:
 - a. Registered owner and address
 - b. License plate of vehicle
 - c. Violation and description
 - d. Date, time and location of offense
 - e. Location and respond-by date
 - f. Physical description
 - g. DOB or CDL
 - h. Issuing officer's name and ID number
2. The registered owner's name on the citation will read Last name first, First name last, Middle name with no commas.
3. Redflex will use the Notice to Appear template approved by the Judicial Council of California.
4. The date of issue on the citation is the date Redflex printed and mailed the citation. This is different from the date of the violation. Both dates are included on the citation.
5. Citation numbering format will be N123456A.
6. Affidavit of Non-Liability citation numbering format will be N123456B, C.
7. A courtesy notice will be mailed by the Court.
8. Bail amount of will NOT be printed on the back of the citation.
9. There is only one Notice to Appear that will be issued per violation. No additional Notices to Appear will be sent to the violator unless so requested by the court or police.
10. The "respond by" date shall be 60 calendar days from the date of issue, excluding holidays.
11. Adult defendants will be cited into the listed court:

Alameda County Superior Court
Fremont Hall of Justice
Alameda County Traffic Court
39439 Paseo Padre Parkway
Fremont, CA 94538

Phone: 510-818-7602

Web address: www.alameda.courts.ca.gov/courts

12. Juvenile defendants will be cited into the same court as indicated in # 11.
13. Failure to appear on a photo enforced citation may result in a civil sanction, e.g., declaration of judgment, referral to a collections agency, suspension of driver's license or license plates, lien on motor vehicle title or whatever other sanctions are authorized by the presiding court.
14. The Alameda Court is in the process of migrating to a new court system. At this time, Redflex will place an electronic file containing printed original and nominated citation information on the Redflex FTP site each day for court retrieval.
15. Juvenile citations will be placed on the FTP site the same as adults.
16. Redflex will receive a file transfer from the court listing court dispositions. NPD to select the "hold box" in police authorization for those records that are to be maintained for longer than six months.
17. Redflex programmer will contact the following court person to obtain sample file layout, establish file transfer protocol, and work out a test environment.

Primary Court Contact:

Name: Bill Ward
Title: Systems Analyst
Phone: (510) 272-3684
Mailing Address: 1221 Oak Street, Room 17, Oakland, CA 94612
E-mail: bill.ward@acgov.org

Alternate Contact

Name: Nancy Sanchez
Title: Division Chief II
Phone: 510-818-7604
E-mail: nsanchez@alameda.courts.ca.gov

Redflex Programming Contact:

Name: Mike Schmidt
Title: Manager, Software Development
Work Phone: (480) 998-8115
Mailing Address: 23751 N. 23rd Ave. Ste. #150,
Phoenix, AZ 85085
E-mail: mschmidt@redflex.com

Redflex Project Contact:

Name: Gail Sankey Title: Project Manager
Work Phone: (310) 743-1203 (office) or (310) 350-8790 (cell)
Mailing Address: 5835A Uplander Way,
Culver City, CA 90230
E-mail: gsankey@redflex.com

Contract Details

18. The Contract details are for:

- a. Up to 10 approaches.
- b. City will be responsible for power at each photo enforced intersection.
- c. Redflex will be responsible for the installation and monthly service fees for the high speed Internet connection at each intersection.
- d. Redflex will be responsible for the fabrication, installation and maintenance of all required Advisory Signs in compliance with the Department of Transportation's Traffic Manual.
- e. Redflex to provide and City will be responsible for the installation of LEDS.
- f. The city will be responsible for assuring that the yellow signal light intervals conform to prevailing authority requirements. See Appendix A, Cal Trans phasing interval chart.
- g. The city will be responsible for all hardware and software necessary to authorize citations. See Item 40 for recommended specifications.

19. Prior to issuing citations a 30-day warning period must commence (CVC 21455.5 (a) (2) (b)). The warning period program will be the responsibility of the city.

- a. The City will be responsible for all Public Announcements to be made in compliance with California Vehicle Code (CVC 21455.5 (a) (2) (b)). Appendix B, all CVC sections relevant to Automated Enforcement.

- b. The statute for red light running in California is CVC 21453 (a). This statute applies to a driver facing a steady circular red signal regardless of the movement the driver makes in violation of the provisions of this section. The statute for violating a steady red arrow is CVC 21453 (c).
- c. Additional camera installations will be required to undergo a separate warning period.
- d. Advisory signs will be posted at each photo enforced intersection.

Enforcement Procedures

- 20. Passengers' face shall be masked on the citation.
- 21. Incidents where driver DMV information is not available, Redflex will process and make available in police authorization. The name field will read "NOF," the address line will read "123 Any Street" and Redflex will mark incident as Incomplete Details." If police are unable to provide complete details, Redflex will issue a **Notice of Violation** (the court will not be notified). If police are able to retrieve full details, they will make the appropriate updates and return the completed information to Redflex for the processing of a **Notice to Appear**.
- 22. Redflex will reject violations for obvious mitigating events, i.e., funeral procession, officer - controlled intersection, parade, etc.
- 23. Incidents where the driver's gender appears to be different than the registered owner's name will be placed in police authorization for disposition by police.
- 24. Incidents involving traffic collisions will be placed in police authorization for disposition by police. This includes all accidents captured by the system not just violation incidents.
- 25. When the face is partially obstructed (sunglasses, motorcycle helmets, visor, etc.) police will determine if the violator's identity is sufficient to issue a Notice to Appear.
- 26. A nomination is when the registered owner identifies the driver of the vehicle at the time of the violation. The registered owner will have the ability to nominate another driver by completing and returning the Affidavit of Non-Liability included with the Notice to Appear.
- 27. Redflex will receive the Affidavit of Non-Liability, update the information, process the new citation and send it to the Police for approval. Once approved, the original citation will be placed on the Police Dismissal Report.
 - a. Incomplete Affidavit of Non-Liability and/or other correspondence concerning a violation received by Redflex will be forwarded to police department for disposition.
 - b. It will be the responsibility of the Police to retrieve the dismissal list from the on-line reports link and deliver to the court for final disposition.
- 28. Citations returned to Redflex with no forwarding address will not be placed on the Police dismissal list and will proceed as originally issued.

29. Citations returned to Redflex with a forwarding address will be immediately re-addressed and mailed to the new address. Citation will not be altered or amended.

30. The description of the offense on the citation will be "Failure to Stop at Red Light."

Timelines

31. Redflex shall place offenses on police authorization within 6 days of violation.

32. Police will authorize violations within 4 days of receipt from Redflex.

33. Redflex will mail the citation on or before the 11th day from the date of the violation in order to meet proof of service requirements (CVC §40518 (a)).

Trial Information

34. Police will notify Redflex of upcoming court hearings via e-mail at least two (2) weeks prior to the court date to allow sufficient time to prepare court evidence packages. E-mail will be sent to: courtpacks@redflex.com

35. Redflex will mail court packages to the Police Project Manager at:
Attn: Traffic Section-Photo Enforcement Officer
Newark Police Department
37101 Newark Blvd.
Newark, CA 94560

36. The court evidence package will consist of the following and will comply with Civil Code of Procedure §2015.5:
a. Evidence package checklist
b. Color copy of citation four enlarged color photos of violation images
c. Image log

Photo Viewing

37. Pursuant to CVC §21455.5 (f) the registered owner or any individual identified by the registered owner as the driver of the vehicle at the time of the alleged violation shall be permitted to review the photographic evidence of the alleged violation.

38. The NPD shall offer image viewing to notice recipients where they may view the violation images and video from Redflex's on-line application, WebOps. Redflex will host a website whereby notice recipient may view the violation video on-line at <http://www.PhotoNotice.com> (city code: NEWRK). Citizens may use computers in public libraries to access the website.

Citizens can view their video on Thursdays from 9:00am – 12:00pm or on other days and times with an appointment.

Newark Police Department
37101 Newark Blvd.
Newark, CA 94560
Phone: (510) 578-4713

Records Retention/Confidentiality

39. Any and all photographic records made by Redflex Traffic Systems automated enforcement system and any confidential information obtained from the Department of Motor Vehicles will be retained for a maximum of six months from the date the information was first obtained, except as follows:
- a. Any individual incident captured by a red light camera system may be retained beyond the original six month period provided Redflex Traffic Systems is notified by a Law Enforcement Officer who is authorized to access the WebOps system and has a legal reason to do so.
 - b. Except for court records described in Section 6815.2 of the Government Code, the confidential records and information described in paragraphs (1) and (2) may be retained for up to six months from the date the information was first obtained, or until final disposition of the citation, whichever date is later, after which time the information shall be destroyed in a manner that will preserve the confidentiality of any person included in the record or information (CVC §21455.5 (e) (3)).
 - c. Notwithstanding Section 6253 of the Government Code, any other provision of law, photographic records made by an automated enforcement system shall be confidential, and shall be made available only to governmental agencies and law enforcement agencies and only for the purposes of this article. Confidential information obtained from the Department of Motor Vehicles for the administration or enforcement of this article shall be held confidential, and may not be used for any other purpose (CVC §21455.5 (e) (1) and (2)).
 1. Citations with disposition records at three (3) years
 2. Citations with nominations at four (4) years
 3. Citations with no history of activity for four (4) years
 4. Corporate notices for three (3) years

System Requirements

40. The following hardware and software specifications are minimum requirements:

Computer
Intel Pentium 4 2.0GHz / AMD Athlon XP 2400+ or better
32MB Graphics card or better
256MB RAM or better
40 Gb Hard drive space or better

Monitor
17" screen size or better
1024 x 768 resolution or better

Operating System
Microsoft Windows XP SP1 or better

Microsoft Internet Explorer 6.0 or better
Microsoft Windows Media Player 9.0 or better

ISP
512kb/s download speed or better

Knockdown Procedures

41. In the event any Redflex equipment is damaged and/or becomes non-functional due to a traffic collision or other similar cause it will be the responsibility of the police department to take the following steps:
 - a. Notify the Customer Representative by phone
 - i. If unable to make personal notification, notify the Help Desk by phone or e-mail
 - b. Document the incident on an official police report
 - i. CHP 555 or other appropriate form
 - c. Record the damage photographically (preferably digital)
 - d. Secure the damaged poles, enclosures or other Redflex equipment
 - e. Forward all appropriate reports of the incident to Redflex

Miscellaneous

42. Lane numbering will be in accordance with state DOT standards, if applicable. Otherwise lane numbering will be as follows: all lanes to be numbered sequentially from left to right, from median to curb. All lanes are to be numbered sequentially from left to right; from median to curb, i.e., 1, 2, 3, 4, 5. A lane that provides for either straight through or a turn will be numbered as a straight through lane.
43. A secure password will be issued to each person authorized entry into the on-line application, called WebOps.

The standard police rejection options are as follows:

- a. Safe turn on red
- b. Funeral Procession
- c. Unclear images
- d. Incorrect plate
- e. Authorized emergency vehicle
- f. Driver unidentifiable
- g. Incorrect violation details
- h. Incomplete DMV information
- i. No video

Note: Custom reject codes may be added if necessary.

The following standard reports are available to those persons with user names and passwords:

- a. Customer Management Report
- b. Customer Violation Report
- c. Dismissal Report

d. Incident "look up"

44. Redflex will provide a toll free number (**877-847-2338**) whereby a live operator will be available for answering **citizen** inquiries during normal business hours which are from 6:00am to 5:00pm (MST). If further assistance is needed, the notice recipient is to contact the Police Department at 510-578-4713, Attn: Traffic Section-Photo Enforcement Officer
45. Redflex's toll free Help Desk number is (**800-568-8405**) whereby a live operator will be available for answering **customer** inquiries during normal business hours which are from 7:00am to 5:00pm (MST) or by e-mail at helpdesk@redflex.com.
46. An appropriate training program, of up to sixteen (16) hours, will be provided to as many attendees as deemed necessary by the City. The session will be held either at Redflex Corporate Offices in Scottsdale, AZ, or within the local area, whichever is most feasible. Travel, lodging and per diem, if required, is the responsibility of the City. Mutually agreeable dates and times will be arranged at a later date.

Attachment A

Cal Trans Yellow Change Interval Chart

Yellow Change Intervals

The purpose of the yellow signal indication is to warn traffic approaching the signal that the related green movement is ending or that a red indication will be exhibited immediately thereafter and traffic will be required to stop when the red signal is exhibited.

The length of the yellow change interval is dependent upon the speed of approaching traffic. Suggested yellow intervals are shown below are calculated by using the formula as shown in Table 9-1:

| Approach Speed | Yellow Interval |
|-------------------------|-----------------|
| mph (km/h) (seconds) | |
| 25 or less (40 or less) | 3.0 |
| 30 (48) | 3.2 |
| 35 (56) | 3.6 |
| 40 (64) | 3.9 |
| 45 (72) | 4.3 |
| 50 (80) | 4.7 |
| 55 (89) | 5.0 |
| 60 (97) | 5.4 |
| 65 (105) | 5.8 |

Taken from the California Department of Transportation, Traffic Manual, Chapter 9-04.5 Yellow Change Intervals <http://www.dot.ca.gov/hq/traffops/signtech/signdel/trafficmanual.htm>

RESOLUTION NO. 9669

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN AN
AMENDMENT TO THE REDFLEX AGREEMENT

WHEREAS, the original agreement between the City of Newark and Redflex Traffic Systems, Inc., for the Photo Red Light Enforcement Program was authorized by Council on March 9, 2006; and

WHEREAS, due to recent court decisions and discussions with the Traffic Commissioner, Newark City Attorney Galliano, and attorneys representing Redflex, have recommended that the existing contract language be amended to avoid what the Traffic Commissioner perceives to be a conflict with California Vehicle Code Section 21455.5(g); and

WHEREAS, all references to "cost neutrality" located in Exhibit D - "Compensation & Pricing" have been removed in order to clarify our "fixed fee" agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Newark that the City Council authorize the Mayor to sign an amendment to the Redflex Agreement.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on January 14, 2010, Vice Mayor Huezo, who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

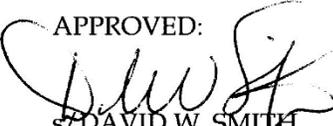
YES: Council Members Apodaca, Freitas, Nagy, Vice Mayor Huezo and Mayor Smith

NOES: None

ABSENT: None

SECONDED: Council Member Apodaca

APPROVED:



s/DAVID W. SMITH
Mayor

ATTEST: <



s/SHEILA HARRINGTON
City Clerk

APPROVED AS TO FORM:



s/GARY T. GALLIANO
City Attorney



CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

City Administration Building
7:30 p.m.
City Council Chambers

AGENDA

Thursday, January 14, 2010

- A. ROLL CALL
- B. MINUTES
 - B.1 Approval of Minutes of the regular City Council meeting of Thursday December 10, 2009. (MOTION)
 - B.2 Approval of Minutes of the special City Council work session of Thursday December 10, 2009. (MOTION)
 - B.3 Approval of Minutes of the special City Council work session of Thursday December 17, 2009. (MOTION)
- C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Proclaiming January 2010 as National Blood Donor Month in Newark. (PROCLAMATION)
- D. WRITTEN COMMUNICATIONS
- E. PUBLIC HEARINGS
 - E.1 Hearing to consider an extension of U-07-32, a conditional use permit, and P-07-33, a planned unit development, for the continued operation of a farmers' market (Marin Farmers Markets) in the NewPark Mall parking lot (NewPark Mall is bounded, generally, to the north by Mowry Avenue, to the west by Cedar Boulevard, to the south by Balentine Drive, and to the east by Interstate 880 [Nimitz Freeway]) and authorization to waive the application fee – from Senior Planner Fujikawa. (MOTIONS-2)
 - E.2 Hearing to consider an amendment to the Master Fee Schedule 2009-2010 to increase Child Care Program fees and adjust Code Enforcement citation fees – from Senior Accountant Danganan. (RESOLUTION)

- E.3 Hearing to consider approval of the expenditure of State Citizens Option for Public Safety (COPS) grant funds – from Police Chief Leal.
(RESOLUTION)

F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.5 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

CONSENT

- F.1 Approval of plans and specifications, acceptance of bid and award of contract to Pacheco Brothers Gardening, Inc., for Citywide Miscellaneous Landscape Repair, Project 949A – from Maintenance Supervisor Carey. (MOTION)(RESOLUTION)
- F.2 Authorization for the Mayor to sign an amendment to the Redflex Agreement – from Police Chief Leal. (RESOLUTION)
- F.3 Authorization for the Mayor to sign a License Agreement Amendment between Cargill, Inc., and the City of Newark for the police range – from Police Chief Leal and City Attorney Galliano. (RESOLUTION)
- F.4 Second reading and adoption of an ordinance approving Z-09-20, a text amendment of Title 17 (Zoning) to create new mixed use districts and overlay districts by: (a) Chapter 17.12, Districts: adding the CMU (Commercial Mixed Use) and CMUL (Commercial Mixed Use Limited) zoning districts to the list of established districts in Section 17.12.010; (b) adding Chapter 17.19, CM (Commercial Mixed Use Districts) to the Zoning Ordinance; (c) adding Chapter 17.38, Overlay Districts to the Zoning Ordinance; and (d) Chapter 17.52, Signs: amending Section 17.52.120 to add the CMUL District and Section 17.52.130 to add the CMU District; and a map amendment to Title 17 (Zoning) to rezone parcels to provide housing – from City Clerk Harrington. (ORDINANCE)
- F.5 Authorization for the Mayor to sign an agreement with Spangle Associates for continued contract Planning services – from Community Development Director Grindall. (RESOLUTION)

NONCONSENT

- F.6 Approval of a Side Letter Agreement between the City of Newark and the Newark Police Association deferring previously negotiated salary increases and extending the July 1, 2008, through June 30, 2010, Memorandum of Understanding to January 1, 2012 – from Human Resources Director Abe. (RESOLUTION)

G. CITY ATTORNEY REPORTS

- G.1 Claim of Andres Medina – from City Clerk Harrington. (MOTION)
- G.2 Claim of Linda Colborn – from City Clerk Harrington. (MOTION)
- G.3 Claim of Luis Ruiz – from City Clerk Harrington. (MOTION)
- G.4 Claim of James Harrison – from City Clerk Harrington. (MOTION)

H. REDEVELOPMENT AGENCY

- H.1 Approval of Minutes of the Newark Redevelopment Agency meeting of Thursday December 10, 2009. (MOTION)
- H.2 Approval of changes in the Preliminary Plan of the proposed Newark Redevelopment Project No. 2 and adjustment of the proposed base year – from Community Development Director Grindall. (RESOLUTION)

I. ECONOMIC DEVELOPMENT CORPORATION**J. COUNCIL MATTERS****K. ORAL COMMUNICATIONS****L. APPROPRIATIONS****M. CLOSED SESSION**

N. ADJOURNMENT

Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and at the City Clerk's Office located at 37101 Newark Boulevard, 5th Floor, during normal business hours. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection.

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.



CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

City Administration Building
7:30 p.m.
City Council Chambers

MINUTES

Thursday, January 14, 2010

A. ROLL CALL

Mayor Smith called the meeting to order at 7:34 p.m. Present were Council Members Freitas, Nagy, Apodaca, and Vice Mayor Huezo.

B. MINUTES

B.1 Approval of Minutes of the regular City Council meeting of Thursday December 10, 2009.

MOTION APPROVED

Vice Mayor Huezo moved, Council Member Apodaca seconded, to approve the Minutes of the regular City Council meeting of Thursday, December 10, 2009. The motion passed, 5 AYES.

B.2 Approval of Minutes of the special City Council work session of Thursday December 10, 2009.

MOTION APPROVED

Vice Mayor Huezo moved, Council Member Freitas seconded, to approve the Minutes of the special City Council meeting of Thursday, December 10, 2009. The motion passed, 5 AYES.

B.3 Approval of Minutes of the special City Council work session of Thursday December 17, 2009.

MOTION APPROVED

Vice Mayor Huezo moved, Council Member Nagy seconded, to approve the Minutes of the special City Council meeting of Thursday, December 17, 2009. The motion passed, 5 AYES.

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Proclaiming January 2010 as National Blood Donor Month in Newark. **PROCLAMATION**

Mayor Smith read and presented the proclamation to Ed Faso with the American Red Cross.

D. WRITTEN COMMUNICATIONS**E. PUBLIC HEARINGS**

- E.1 Hearing to consider an extension of U-07-32, a conditional use permit, and P-07-33, a planned unit development, for the continued operation of a farmers' market (Marin Farmers Markets) in the NewPark Mall parking lot (NewPark Mall is bounded, generally, to the north by Mowry Avenue, to the west by Cedar Boulevard, to the south by Balentine Drive, and to the east by Interstate 880 [Nimitz Freeway]) and authorization to waive the application fee.**

MOTIONS (2) APPROVED

City Manager Becker gave the staff report recommending approval.

Mayor Smith opened the public hearing at 7:40 p.m.

Kira Tolla, representing Marin Farmers Markets, said that she read Planning Commission Resolution No. 1772 and agreed to the conditions in the resolution.

Mayor Smith closed the public hearing at 7:43 p.m.

Council Member Nagy moved, Council Member Apodaca seconded, to: (1) approve Planning Commission Resolution No. 1772 for an extension of U-07-32, a conditional use permit, and P-07-33, a planned unit development, for the continued operation of a farmers' market (Marin Farmers Markets) in the NewPark Mall parking lot (NewPark Mall is bounded, generally, to the north by Mowry Avenue, to the west by Cedar Boulevard, to the south by Balentine Drive, and to the east by Interstate 880 [Nimitz Freeway]) and (2) authorize a waiver of the application fee. The motion passed, 5 AYES.

- E.2 Hearing to consider an amendment to the Master Fee Schedule 2009-2010 to increase Child Care Program fees and adjust Code Enforcement citation fees.**

RESOLUTION NO. 9666

City Manager Becker gave the staff report recommending that the Master Fee Schedule be amended to increase the weekly fee range for both resident and nonresident full-time Child Care fees to \$168 - \$200/week. This would make the program fully cost covering.

City Manager Becker recommended that the Master Fee Schedule be amended to return the amounts of the administrative citation fees, as set forth on June 11, 2009 to: (a) First violation \$100*, (b) Second violation of the same ordinance 200* within

one (1) year, (c) Third violation and subsequent violations \$500 * of the same ordinance within one (1) year. *As provided for by State Law

Mayor Smith opened the public hearing at 7:47 p.m.

There was no public testimony.

Mayor Smith closed the public hearing at 7:47 p.m.

Council Member Nagy moved, Vice Mayor Huevo seconded, to amend the Master Fee Schedule 2009-2010 to increase the Licensed Child Care fee range to \$168 - \$200/week and reduce the Code Enforcement citation fees to the amounts listed above. The motion passed, 5 AYES.

E.3 Hearing to consider approval of the expenditure of State Citizens Option for Public Safety (COPS) grant funds.

RESOLUTION NO. 9667

City Manager Becker gave the staff report recommending approval of the \$100,000 funding to be used to partially fund the salary and benefits of one sworn officer.

Mayor Smith opened the public hearing at 7:48 p.m.

There was no public testimony.

Mayor Smith closed the public hearing at 7:48 p.m.

Council Member Nagy moved, Council Member Apodaca seconded, to approve the expenditure of State Citizens Option for Public Safety (COPS) grant funds. The motion passed, 5 AYES.

F. CITY MANAGER REPORTS

City Attorney Galliano reminded the City Council that although Vice Mayor Nagy and Council Member Freitas have real property that could potentially be affected by Item F.4, the "Public Generally" rule provided by the Political Reform Act allows them to vote.

The rule states that "the material financial effect of a governmental decision on a public official's economic interests is indistinguishable from its effect on the public generally if the governmental decision will affect a 'significant segment' of the public generally." Community Development Director Grindall reviewed the real property and determined that ten percent or more of all property owners in the jurisdiction would be affected by this decision. This met the "significant segment" standard.

Vice Mayor Huevo moved, Council Member Apodaca seconded, to approve Consent Calendar Items F.1 through F.5, that the resolutions and ordinance be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

CONSENT

- F.1 Approval of plans and specifications, acceptance of bid and award of contract to Pacheco Brothers Gardening, Inc., for Citywide Miscellaneous Landscape Repair, Project 949A.**

**MOTION APPROVED Plans
RESOLUTION NO. 9668 Contract
CONTRACT NO. 10002**

- F.2 Authorization for the Mayor to sign an amendment to the Redflex Agreement.**

RESOLUTION NO. 9669

- F.3 Authorization for the Mayor to sign a License Agreement Amendment between Cargill, Inc., and the City of Newark for the police range.**

RESOLUTION NO. 9670

- F.4 Second reading and adoption of an ordinance approving Z-09-20, a text amendment of Title 17 (Zoning) to create new mixed use districts and overlay districts by: (a) Chapter 17.12, Districts: adding the CMU (Commercial Mixed Use) and CMUL (Commercial Mixed Use Limited) zoning districts to the list of established districts in Section 17.12.010; (b) adding Chapter 17.19, CM (Commercial Mixed Use Districts) to the Zoning Ordinance; (c) adding Chapter 17.38, Overlay Districts to the Zoning Ordinance; and (d) Chapter 17.52, Signs: amending Section 17.52.120 to add the CMUL District and Section 17.52.130 to add the CMU District; and a map amendment to Title 17 (Zoning) to rezone parcels to provide housing.**

ORDINANCE NO. 439

- F.5 Authorization for the Mayor to sign an agreement with Spangle Associates for continued contract Planning services.**

**RESOLUTION NO. 9671
CONTRACT NO. 10003**

NONCONSENT

- F.6 Approval of a Side Letter Agreement between the City of Newark and the Newark Police Association deferring previously negotiated salary increases and extending the July 1, 2008, through June 30, 2010, Memorandum of Understanding to January 1, 2012.**

RESOLUTION NO.9672

Human Resources Director Abe gave the staff report recommending approval of the Side Letter Agreement that defers the previously negotiated 1 percent salary increase until July 1, 2011, and the 2 percent increase until January 1, 2012. Cost savings associated with the salary concessions total approximately \$410,000 over the next two years.

Vice Mayor Huezo moved, Council Member Apodaca seconded, to approve the Side Letter Agreement with an effective date of January 19, 2010, to defer all previously negotiated salary increases and extend the July 1, 2008, through June 30, 2010, Memorandum of Understanding Between the City of Newark and the Newark Police Association to January 1, 2012. The motion passed, 5 AYES.

City Attorney Galliano read the title of Resolution No. 9672 aloud.

G. CITY ATTORNEY REPORTS

- G.1 Claim of Andres Medina.**

MOTION APPROVED

City Attorney Galliano gave the staff report recommending denial of the claim.

Vice Mayor Huezo moved, Council Member Freitas seconded, to deny the claim and directed staff to notify the claimant of such denial. The motion passed, 5 AYES.

- G.2 Claim of Linda Colborn.**

MOTION APPROVED

City Attorney Galliano gave the staff report recommending denial of the claim.

Vice Mayor Huezo moved, Council Member Freitas seconded, to deny the claim and directed staff to notify the claimant of such denial. The motion passed, 5 AYES.

G.3 Claim of Luis Ruiz.

MOTION APPROVED

City Attorney Galliano gave the staff report recommending denial of the claim.

Vice Mayor Huezco moved, Council Member Freitas seconded, to deny the claim and directed staff to notify the claimant of such denial. The motion passed, 5 AYES.

G.4 Claim of James Harrison.

MOTION APPROVED

City Attorney Galliano gave the staff report recommending denial of the claim.

Vice Mayor Huezco moved, Council Member Freitas seconded, to deny the claim and directed staff to notify the claimant of such denial. The motion passed, 5 AYES.

The City Council recessed to convene as the Redevelopment Agency.

H. REDEVELOPMENT AGENCY

Chairman Smith called the meeting to order at 7:59 p.m.

Board Members Freitas, Nagy, Apodaca, and Vice Chairman Huezco were present.

H.1 Approval of Minutes of the Newark Redevelopment Agency meeting of Thursday December 10, 2009.

MOTION APPROVED

Board Member Nagy moved, Board Member Freitas seconded, to approve the Minutes of the Redevelopment Agency meeting of Thursday, December 10, 2009. The motion passed, 5 AYES.

**H.2 Approval of changes in the Preliminary Plan of the proposed Newark Redevelopment Project No. 2 and adjustment of the proposed base year.
RDA RESOLUTION NO. 2010-01**

Agency Counsel Galliano stated that staff (Agency Counsel, Agency Secretary, and Community Development Director) reviewed this item for conflict of interest issues. Staff recommended that although Board Members Nagy, Freitas, and Apodaca have real property that could potentially be affected by this item, the "Public Generally" rule provided by the Political Reform Act allows them to vote.

The rule states that “the material financial effect of a governmental decision on a public official’s economic interests is indistinguishable from its effect on the public generally if the governmental decision will affect a ‘significant segment’ of the public generally.” Community Development Director Grindall reviewed the real property and determined that ten percent or more of all property owners in the jurisdiction would be affected by this decision. This met the “significant segment” standard.

Community Development Director Grindall gave the staff report recommending designating 2009-2010 as the base year assessment roll to be used for the allocation of taxes to be received from the Project Area and accepting modifications to the Project Area boundaries.

Vice Chairman Huezo moved, Board Member Apodaca seconded, to approve changes in the Preliminary Plan of the proposed Newark Redevelopment Project No. 2 and adjustment of proposed base year. The motion passed, 5 AYES.

At 8:04 p.m. Chairman Smith adjourned the Redevelopment Agency and reconvened the City Council meeting.

I. ECONOMIC DEVELOPMENT CORPORATION

J. COUNCIL MATTERS

- J.1 Vice Mayor Huezo congratulated Jean Ficklin on another successful Martin Luther King, Jr. Day event.

K. ORAL COMMUNICATIONS

- K.1 Miriam Keller, League of Women Voters invited the public to attend the California Constitutional Revision Forum at Ohlone College on January 25, 2010.

L. APPROPRIATIONS

City Clerk Harrington read the Register of Audited Demands: Check numbers 86695 to 87039.

Council Member Freitas moved, Vice Mayor Huezo seconded, to approve the Register of Audited Demands. The motion passed, 5 AYES.

M. CLOSED SESSION

N. ADJOURNMENT

At 8:10 p.m. Council Member Freitas moved, Vice Mayor Huezo seconded, to adjourn the regular City Council meeting of Thursday, January 14, 2010. The motion passed, 5AYES.



CITY OF NEWARK, CALIFORNIA

37101 Newark Boulevard • Newark, California 94560-3796 • (510) 578-4000 • FAX (510) 578-4308

January 6, 2011

Ms. Karen Finley, President/CEO
Redflex Traffic Systems, Inc.
23751 N. 23rd Avenue, Suite 150
Phoenix, AZ 85085

RE: CONTRACT EXTENSION

Dear Ms. Finley:

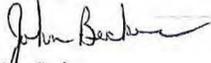
The City of Newark (hereinafter "the City") hereby agrees to extend the term (hereinafter the "Extension") of the Agreement between the City of Newark and Redflex Traffic Systems, Inc. (hereinafter "Redflex"), the Agreement, originally entered into on or about March 10, 2006, (hereinafter "the Agreement"), for a Red Light Photo Enforcement Program (hereinafter the "Red Light Program") for a period of time not less than sixty (60) calendar days after the date of March 10, 2011, per section two (2), page 6 of said agreement. By execution below and return to the City, Redflex also agrees to the subject Extension.

The City hereby agrees, warrants, and represents that it has all right, power, and authority to enter into this sixty (60) calendar day Extension and the Red Light Program, and to execute and deliver this letter and perform, in full, any and all duties and services in connection therewith. By execution below and return to the City, Redflex also agrees, warrants, and represents that it has all rights, power, and authority to enter into the subject Extension and to execute the return of this letter agreement, and perform, in full, any and all duties and services in connection therewith.

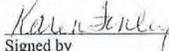
Except as expressly amended in writing in this letter, the Agreement and any and all amendments, attachments, and exhibits attached thereto and incorporated herewith by reference shall be unchanged and shall remain enforceable and in full force and effect.

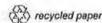
If you have any questions or wish to discuss this matter further, please do not hesitate to contact me at (510) 578-4272.

Sincerely,


John Becker
City Manager

Agreed and Accepted:
Redflex Traffic Systems, Inc.


Signed by
Name/Title: Karen Finley, CEO
Date: 1-25-11



web site: www.newark.org

email: webmaster@newark.org

J. Becker



CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

City Administration Building
7:30 p.m.
City Council Chambers

AGENDA

Thursday, April 14, 2011

- A. ROLL CALL

- B. MINUTES
 - B.1 Approval of Minutes of the regular City Council meeting of Thursday, March 24, 2011. (MOTION)

- C. PRESENTATIONS AND PROCLAMATIONS
 - C.1 Commending Kuhuk Goyal, National Merit Scholarship finalist. (COMMENDATION)

- D. WRITTEN COMMUNICATIONS
 - D.1 Zoning Administrator referral of ASC-10-22, an Administrative Special Civic Review, for a one-story addition (second living unit) to the single-family residence at 5991 Robertson Avenue – from Senior Planner Fujikawa. (REVIEW OPTIONAL)

- E. PUBLIC HEARINGS
 - E.1 Continuation of a hearing to consider property owners' objections to the 2011 Weed Abatement Program and instruction to the Superintendent of Streets to abate the public nuisances to April 28, 2011 – from City Clerk Harrington. (MOTION)

- F. CITY MANAGER REPORTS

(It is recommended that Items F.1 through F.2 be acted on simultaneously unless separate discussion and/or action is requested by a Council Member or a member of the audience.)

CONSENT

- F.1 Acceptance of work with Cal-Bay Construction, Inc. for HVAC Up-grade, Phase I, at Newark Community Center, Project 951 – from Maintenance Supervisor McKinney. (RESOLUTION)
- F.2 Authorization for the Mayor to sign a Contractual Services Agreement with Mike Yorks Investigations to conduct pre-employment background investigations and reports on Public Safety candidates – from Police Chief Leal and City Attorney Galliano. (RESOLUTION)

NONCONSENT

- F.3 Authorization for the Mayor to sign a contract renewal with Redflex Traffic Systems, Inc. for the Photo Red Light Enforcement Program – from Police Chief Leal. (RESOLUTION)

G. CITY ATTORNEY REPORTS

H. REDEVELOPMENT AGENCY

I. ECONOMIC DEVELOPMENT CORPORATION

J. COUNCIL MATTERS

- J.1 Consideration of City Council's summer recess during the month of August 2011 – from Mayor Smith. (MOTION)(RESOLUTION)
- J.2 Appointments to the Senior Citizen Standing Advisory Committee – from Mayor Smith. (RESOLUTION)

K. ORAL COMMUNICATIONS

L. APPROPRIATIONS

M. CLOSED SESSION

- M.1 Closed session for conference with Legal Counsel pursuant to Government Code Section 54956.9(b), Anticipated Litigation: One case – from Human Resources Director Abe and City Attorney Galliano.

N. ADJOURNMENT

Pursuant to Government Code 54957.5: Supplemental materials distributed less than 72 hours before this meeting, to a majority of the City Council, will be made available for public inspection at this meeting and at the City Clerk's Office located at 37101 Newark Boulevard, 5th Floor, during normal business hours. Materials prepared by City staff and distributed during the meeting are available for public inspection at the meeting or after the meeting if prepared by some other person. Documents related to closed session items or are exempt from disclosure will not be made available for public inspection.

For those persons requiring hearing assistance, please make your request to the City Clerk two days prior to the meeting.

F.3 Authorization for the Mayor to sign a contract renewal with Redflex Traffic Systems, Inc. for the Photo Red Light Enforcement Program – from Police Chief Leal. (RESOLUTION)

Background/Discussion – The original agreement between the City of Newark and Redflex Traffic Systems, Inc. for the Photo Red Light Enforcement Program was authorized by Council on March 9, 2006, for a period of five (5) years, with an option to extend the contract for two (2) consecutive and two (2) automatic years. The purpose of instituting this program was to increase vehicle, pedestrian, and bicyclist safety through improved traffic enforcement as part of an overall traffic safety plan. After video and in-field surveys were conducted, three approaches (Cherry Street/Mowry Avenue, Cedar Boulevard/Mowry Avenue, and Newark Boulevard/Jarvis Avenue) were chosen based on roadway design, survey results, and pedestrian/bicycle traffic. Between August 2006 and January 2011, the cameras operating at these locations captured an average of 35 incidents per day or a total of 57,275 incidents of vehicles running a red light. Of those incidents, 34,589 notices were printed with 27,651 resulting in a violation being filed with the court.

A study of the number of violations captured during the first six months and the last six months of system installation reveals a decrease in violations at all locations, including a significant 72 percent reduction at northbound Newark and Jarvis. Another study related to collision reduction also revealed a considerable decline of red light related collisions at a majority of the intersections when comparing the period of approximately five years before with five years after installation of the cameras. In addition overall collisions are down significantly at all of the intersections with photo enforcement as well. Although it is difficult to attribute overall accident reduction to a single factor, it does appear that the Redflex system may have had an overall calming effect on the intersections and also improved pedestrian and bicycle safety. The reduction of incidents and collisions in these areas is consistent with increased public awareness of the use of the Redflex system and subsequent modification of driving habits, which meets our goal of increased public safety.

In addition to improving traffic safety over the past five years, the Redflex system has proven to be financially self-sufficient. The City anticipated that the program would at least be cost neutral and would not put any additional strain on the City's general fund. In addition the City was not required to expend any general fund dollars on the buildout/infrastructure costs involved in the implementation of the program. The utilization of existing nonsworn staff for program administration has allowed us to keep overhead costs at a minimum. This, coupled with good program management, has allowed us to achieve our goal of running an important traffic safety program that is self-sustaining.

Overall, Redflex Traffic Systems, Inc. has been a responsive, trustworthy, and responsible service provider. They have worked closely with our staff to ensure that installations of new approaches met all requirements of the vehicle code and that our staff had the training, information, and materials necessary to successfully defend court challenges to citations.

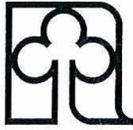
Staff has worked with Redflex systems to establish several key changes to the new contract as follows:

- Made significant language changes that provides us with the ability to consider construction of approaches located on Caltrans property;
- Agreed upon the closure of one existing approach that has met its desired goal of reducing violations to an acceptable level (Newark and Jarvis northbound);
- Added additional language that protects the City against early termination penalties should the City terminate the contract due changes in state law or published court decisions which impact the viability of photo red light enforcement systems;
- Established a new pricing model which reduces our monthly fee to \$5,700 per existing approach for the first five years. This is a cost savings of \$107,220 per year or \$536,100 over the life of the contract. In addition, the new contract provides us with the option of further reduced pricing of \$5,400 and \$5,200 per existing approach should the City exercise either of its optional contract extensions. Any new approaches will be billed at \$6,200 per month.

Based on the program meeting its stated objectives, its overall success in improving traffic safety, as well the improved contract options, a contract extension of five (5) years, with options to extend should the program continue to meet its goals, is recommended.

Attachment

Action - It is recommended that the City Council, by resolution, authorize the Mayor to sign a contract renewal with Redflex Traffic Systems, Inc. for the Photo Red Light Enforcement Program.



CITY OF NEWARK CITY COUNCIL

37101 Newark Boulevard, Newark, CA 94560-3796 • 510-578-4266 • E-mail: city.clerk@newark.org

City Administration Building
7:30 p.m.
City Council Chambers

MINUTES

Thursday, April 14, 2011

A. ROLL CALL

Mayor Smith called the meeting to order at 7:33 p.m. Present were Council Members Apodaca, Huezo, Nagy, and Vice Mayor Freitas.

B. MINUTES

B.1 Approval of Minutes of the regular City Council meeting of Thursday, March 24, 2011.

Council Member Apodaca moved, Council Member Nagy seconded, to approve the Minutes of the regular City Council meeting of Thursday, March 24, 2011. The motion passed, 4 AYES, 1 ABSTENTION (Huezo).

C. PRESENTATIONS AND PROCLAMATIONS

C.1 Commending Kuhuk Goyal, National Merit Scholarship finalist.

Mayor Smith read and presented the proclamation to Kuhuk Goyal, National Merit Scholarship finalist.

D. WRITTEN COMMUNICATIONS

D.1 Zoning Administrator referral of ASC-10-22, an Administrative Special Civic Review, for a one-story addition (second living unit) to the single-family residence at 5991 Robertson Avenue.

REVIEW OPTIONAL

City Manager Becker gave the staff report.

The City Council chose not to review this review optional item.

The decision of the Zoning Administrator stands.

E. PUBLIC HEARINGS

- E.1 Continuation of a hearing to consider property owners' objections to the 2011 Weed Abatement Program and instruction to the Superintendent of Streets to abate the public nuisances to April 28, 2011.**

MOTION Approved

City Manager Becker gave the staff report.

Vice Mayor Freitas moved, Council Member Huezo seconded, to continue this item to April 28, 2011. The motion passed, 5 AYES.

F. CITY MANAGER REPORTS

Council Member Huezo moved, Council Member Nagy seconded, to approve Consent Calendar Items F.1 through F.2, that the resolutions be numbered consecutively, and that reading of the titles suffice for adoption of the resolutions. The motion passed, 5 AYES.

CONSENT

- F.1 Acceptance of work with Cal-Bay Construction, Inc. for HVAC Up-grade, Phase I, at Newark Community Center, Project 951.**

RESOLUTION NO. 9821

- F.2 Authorization for the Mayor to sign a Contractual Services Agreement with Mike Yorks Investigations to conduct pre-employment background investigations and reports on Public Safety candidates.**

**RESOLUTION NO.9822
CONTRACT NO. C11008**

NONCONSENT

- F.3 Authorization for the Mayor to sign a contract renewal with Redflex Traffic Systems, Inc. for the Photo Red Light Enforcement Program.**

**RESOLUTION NO. 9823
CONTRACT NO. C11009**

Police Commander Douglas and Officer Clark gave a presentation on the City's Photo Red Light Enforcement Program and urged the City Council to renew the contract with Redflex Traffic Systems, Inc.

After the presentation Mayor Smith verified that all the blogs, E-mails, and information the City Council received are a part of the record.

Mayor Smith restated that the City took in \$2.6 million over the past five years; \$1.4 million was paid to Redflex and \$1.2 million remained with the City for an average of \$240,000 per year.

Council Member Nagy asked what other cities do about the yellow light intervals. Senior Civil Engineer Fajeau stated that Newark uses the increased standard of 4.3 seconds at all intersections for consistency throughout the City while other cities use the Caltrans minimum of 3.6 seconds in a 35 mph zone.

Council Member Apodaca asked about the through-put at these red light camera intersections. Senior Civil Engineer Fajeau provided average daily traffic volumes for the intersections requested.

Council Member Huezo brought up the dangerous situation at the overpass on Newark Boulevard where drivers exiting State Highway 84 do not stop. City Manager Becker said that it is a Caltrans right-of-way, but the new Redflex contract will allow the City to address the situation.

Mayor Smith opened up the discussion to the audience. Nine persons spoke against and two spoke for renewal.

Mayor Smith summarized the comments and asked staff to clarify the issues that were brought up, including further analysis of the cameras' effectiveness, the unfairness of cameras, the unfairness of the amount of the fine, the question of the cost neutrality of the program, Newark citizens' money going to Australia, and additional signage.

Staff answered all questions and the City Council wrapped up the discussion with a few questions and comments.

Council Member Apodaca asked about studies done in other cities and why staff negotiated a five-year contract. Police Chief Leal explained that the purpose was to make it as advantageous to the City as possible. Numerous cities' contracts were reviewed by staff. A five-year contract was the fairest in terms of overall price and extending the length of the contract further would not result in a significant savings.

Council Member Nagy addressed the issue of how the red light cameras have changed people's driving behavior. It has made him and others more conscious of their surroundings at intersections; he believes they are a deterrent. Newark takes a conservative approach; not everyone gets a ticket. We need the technology and it pays for itself.

Council Member Huezo stated that he has experienced firsthand the danger of red light runners. He commended Chief Leal and his staff for all their research and the presentation.

Council Member Freitas thanked Chief Leal and his staff for the research and presentation. He stated that he got a photo red light ticket and it has made him a better driver.

Council Member Huezo moved, Council Member Nagy seconded, to authorize the Mayor to sign a contract renewal with Redflex Traffic Systems, Inc. for the Photo Red Light Enforcement Program. The motion passed, 5 AYES.

City Manager Becker reminded everyone about Family Day at the Park, Saturday, April 16, 2011, from 9:00 a.m. to 11:30 a.m. at the Newark Community Center. Also, Alameda County Supervisor Nadia Lockyer is holding a town hall meeting at the Newark Pavilion on Thursday, April 28, 2011, 6:00 p.m. to 8:00 p.m.

G. CITY ATTORNEY REPORTS

H. REDEVELOPMENT AGENCY

I. ECONOMIC DEVELOPMENT CORPORATION

J. COUNCIL MATTERS

J.1 Consideration of City Council's summer recess during the month of August 2011.

**MOTION Approved
RESOLUTION NO. 9824**

Council Member Apodaca moved, Council Member Huezo seconded, to, by motion, approve a City Council summer recess during the month of August 2011 and, by resolution, authorize the City Manager, or his designee, to take action on certain administrative matters on behalf of the City of Newark during the recess. The motion passed, 5 AYES.

J.2 Appointments to the Senior Citizen Standing Advisory Committee.

RESOLUTION NO. 9825

Council Member Nagy moved, Council Member Huezo seconded, to approve the reappointments of Isabel Ash, Carol McCarty, Mary Hammock, and Margrith Reichmuth to the Senior Citizen Standing Advisory Committee, each appointee to serve a two-year term expiring on April 14, 2013. The motion passed, 5 AYES.

- J.3 Council Member Huezo and Nagy wished everyone a Happy Easter.
- J.4 Council Member Freitas wished everyone a Happy Easter and welcomed Council Member Huezo back. He inquired as to when Ross Stores would be opening and City Manager Becker said late summer/early fall. He also inquired about a property on Thornton that looked like a dumping site. City Manager Becker said staff would look into it.
- J.5 Council Member Apodaca wished everyone a Happy Easter and gave a report on attending the ABAG Spring General Assembly.
- J.6 Mayor Smith wished everyone a Happy Easter and wished his youngest granddaughter, Ella, a Happy First Birthday. He reminded everyone about the State of the City Address on Thursday, April 21, 2011, and hinted there would be good news.

K. ORAL COMMUNICATIONS

- K.1 Michael McClary asked the City Council to notify residents before making changes like the recent demolition of a handball court in a City park so that they may give their input.

He also asked the City Council to consider putting restrooms in all City parks.

L. APPROPRIATIONS

Deputy City Clerk Slafter read the Register of Audited Demands: Check numbers 90993 to 91055, 91056, 91057 to 91112, and 91113 to 91162.

Vice Mayor Freitas moved, Council Member Nagy seconded, to approve the Register of Audited Demands. The motion passed, 5 AYES.

M. CLOSED SESSION

- M.1 **Closed session for conference with Legal Counsel pursuant to Government Code Section 54956.9(b), Anticipated Litigation: One case.**

At 9:32 p.m. the City Council recessed to a closed session.

At 9:40 p.m. the City Council convened in closed session.

At 10:28 p.m. the City Council reconvened in open session with all Council Members present.

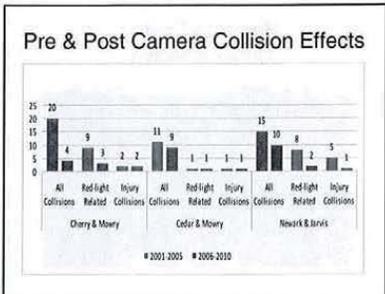
N. ADJOURNMENT

At 10:28 p.m. Council Member Huevo moved, Council Member Apodaca seconded, to adjourn the regular City Council meeting of Thursday, April 14, 2011. The motion passed, 5 AYES.

Number of Infractions

1st Six Months vs. Last Six Months

| | 1st 6mos | Last 6mos | % Reduction |
|--------------------|----------|-----------|-------------|
| Cherry & Mowry | 306 | 230 | 25% |
| NB Cedar & Mowry | 3095 | 1877 | 40% |
| WB Mowry & Cedar | 2225 | 1591 | 29% |
| NB Newark & Jarvis | 340 | 98 | 72% |
| SB Newark & Jarvis | 5018 | 1707 | 66% |

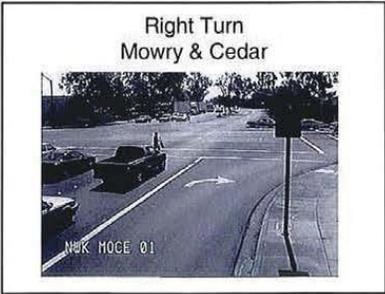
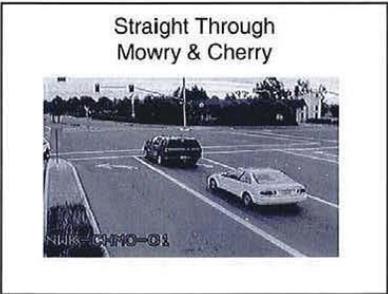
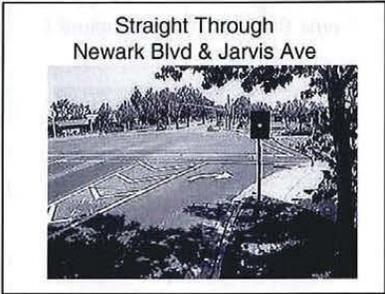


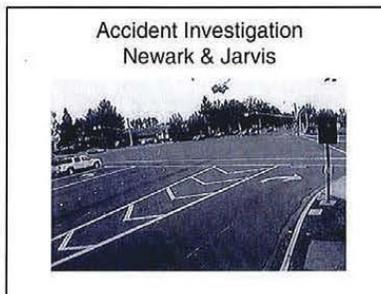
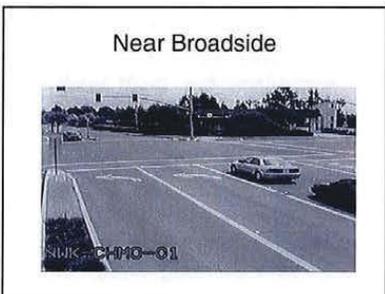
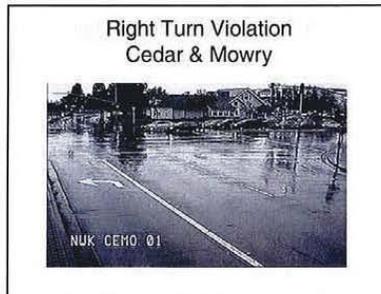
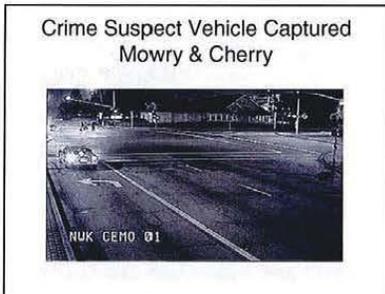
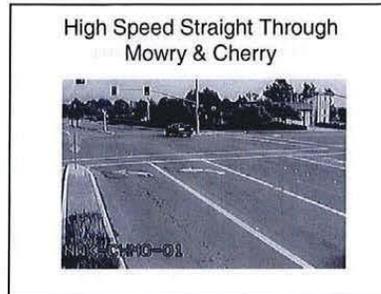
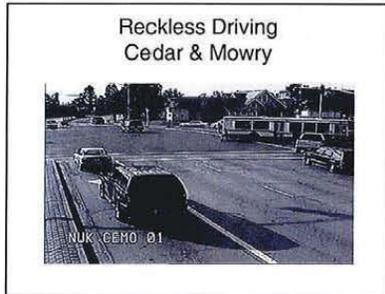
Yellow Light Interval & Safety Impact

Governed by the California Manual on Uniform Traffic Control Devices & CVC

- Newark's lights all set at 4.3 seconds

| Posted or Prime Factor Speed - MPH | Minimum Yellow Interval |
|------------------------------------|-------------------------|
| 25 or less | 3.0 seconds |
| 30 | 3.2 seconds |
| 35 | 3.6 seconds |
| 40 | 3.9 seconds |
| 45 | 4.3 seconds |





Red Light Safety

Red light running led to 676 fatalities and an estimated 113,000 injuries in 2009.

- Intersection crashes account for more than 45% of all reported crashes and 21% of fatalities.
- In 2003, 9,213 Americans died as a result of intersection-related crashes – a rate of more than one an hour.

Sources: Insurance Institute for Highway Safety
National Accident Sampling System General Estimates System
Fatality Analysis Reporting System

Pedestrian & Bicyclists Safety

Nearly two-thirds of those killed in intersections crashes are not in motor vehicles. They are pedestrians, bicyclists and innocent bystanders.

- 24% of all pedestrian deaths in 2009 occurred in intersections.
- 33% of all Bicyclist deaths occurred in intersections, an increase from 2008.
- 76,000 pedestrians have been killed while crossing or walking along a street in the last 15 years.
– Nearly 4,000 of them have been children since 2001

Source: Traffic Safety Coalition

PUBLIC SAFETY

- The Insurance Institute for Highway Safety in February 2011 released a study titled:

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

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

Fiscal Impact

- Cost Neutral
- Use of existing staff
- Actual Costs
- Goals Achieved

Contract Renewal

- Length of Contract
- Other improvements to the contract:
 - Ability to consider approaches located on Caltrans property;
 - Agreed upon the closure of one existing approach
 - Protections against early termination penalties
 - Established a new pricing model which reduces our monthly fee to \$5,700 per existing approach for the first five years.

Closing Remarks

- Program is meeting the desired goals
- New contract is improved and saves money
- Staff recommends we continue our relationship with Redflex Traffic Systems and Renew our contract with them.

RESOLUTION NO. 9823

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
NEWARK AUTHORIZING THE MAYOR TO SIGN A
CONTRACT RENEWAL WITH REDFLEX TRAFFIC
SYSTEMS, INC. FOR THE PHOTO RED LIGHT
ENFORCEMENT PROGRAM

WHEREAS, the original agreement between the City of Newark and Redflex Traffic Systems, Inc. for the Photo Red Light Enforcement Program was authorized by Council on March 9, 2006, for a period of five (5) years, with an option to extend the contract for two (2) consecutive and two (2) automatic years; and

WHEREAS, the purpose of instituting this program was to increase vehicle, pedestrian, and bicyclist safety through improved traffic enforcement as part of an overall traffic safety plan; and

WHEREAS, after video and in-field surveys were conducted, three approaches (Cherry Street/Mowry Avenue, Cedar Boulevard/Mowry Avenue, and Newark Boulevard/Jarvis Avenue) were chosen based on roadway design, survey results, and pedestrian/bicycle traffic; and

WHEREAS, between August 2006 and January 2011, the cameras operating at these locations captured an average of 35 incidents per day or a total of 57,275 incidents of vehicles running a red light. Of those incidents, 34,589 notices were printed with 27,651 resulting in a violation being filed with the court; and

WHEREAS, a study of violations captured red light related collisions and overall collisions revealed considerable decreases, which is consistent with increased public awareness of the use of the Redflex system and subsequent modification of driving habits; and

WHEREAS, the Redflex system has proven to be financially self-sufficient and does not put any additional strain on the City's general fund; and

WHEREAS, Redflex Traffic Systems, Inc. has been a responsive, trustworthy, and responsible service provider who has worked closely with our staff to ensure that installations of new approaches met all requirements of the vehicle code and that our staff had the training, information, and materials necessary to successfully defend court challenges to citations; and

WHEREAS, the new contract includes several key changes, including significant language changes that provides us with the ability to consider construction of approaches located on Caltrans property; agreed upon the closure of one existing approach that has met its desired goal of reducing violations to an acceptable level (Newark Boulevard and Jarvis Avenue northbound); added additional language that

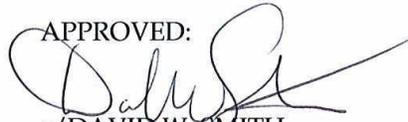
protects the City against early termination penalties should the City terminate the contract due to changes in state law or published court decisions, which impact the viability of photo red light enforcement systems; and established a new pricing model which reduces our monthly fee to \$5,700 per existing approach for the first five years, with the option of further reduced pricing of \$5,400 and \$5,200 per existing approach should the City exercise either of its optional contract extensions;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Newark authorizes the Mayor to sign a contract renewal with Redflex Traffic Systems, Inc. for the Photo Red Light Enforcement Program.

I HEREBY CERTIFY the foregoing resolution was introduced at a regular meeting of the City Council of the City of Newark held on April 14, 2011, by Council Member Huezo, who moved its adoption and passage, which motion was carried after being duly seconded, and passed by the following vote:

AYES: Council Members Apodaca, Huezo, Nagy, Vice Mayor Freitas and Mayor Smith
NOES: None
ABSENT: None
SECONDED: Council Member Nagy

APPROVED:



s/DAVID W. SMITH

Mayor

ATTEST:



s/KATHLEEN L. SLAFTER

Deputy City Clerk

~~APPROVED AS TO FORM:~~



s/GARY T. GALLIANO

City Attorney

EXCLUSIVE AGREEMENT BETWEEN THE CITY OF NEWARK CALIFORNIA
AND REDFLEX TRAFFIC SYSTEMS, INC. FOR
PHOTO RED LIGHT ENFORCEMENT PROGRAM

This Agreement (this "Agreement") is made as of this 15th day of April, 2011 by and between Redflex Traffic Systems, Inc. with offices at 6076 Bristol Parkway, suite 106 Culver City, California 90230 ("Redflex"), and The City of Newark California a municipal corporation, with offices at 37101 Newark Boulevard, Newark, California (the "Customer")

RECITALS

WHEREAS, Redflex has exclusive knowledge, possession and ownership of certain equipment, licenses, applications, and citation processes related to digital 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 Authorized Employees of the Customer are able to monitor, identify and enforce 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.

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 Employee" means the 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,
 - 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 Employee 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 or Private 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 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.
- 1.5. "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) system has been installed by Redflex for the purposes of facilitating Redlight Photo Enforcement by the Customer.
- 1.6. "Designated Intersection Approaches" means the Intersection Approaches as Redflex and the Customer shall mutually agree from time to time. See Exhibit A for the number of approaches.
- 1.7. "Electronic Signature" means the method through which the Authorized Employee indicates his or her approval of the issuance of a Citation in respect 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 City, a numbering sequence for use on all citation notices (in accordance with applicable court rules), 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 applicable vehicle registry), and technical support documentation for applicable court and judicial officers .
- 1.9. "Equipment" means any and all approach cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Redflex Photo Red Light System(s).
- 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 the 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 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. “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 issuance of Citations using the Redflex System.
- 1.15. “Person” means a natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
- 1.16. “Project Manager” means the project manager appointed by the Customer in accordance with this Agreement, which shall be an Authorized Employee 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.
- 1.17. “Potential Violation” means, with respect to any motor vehicle passing through a Designated 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 Employee to review such data and determine whether a Red Light Violation has occurred.
- 1.18. “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 without limitation 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.

- 1.19. “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.
- 1.20. “Redflex Project Manager” means the project manager appointed by Redflex in accordance with this Agreement, 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.
- 1.21. “Redflex System” means, collectively, the Salus® and/or SMARTcam® System, the SMARTscene® System, and all of the other equipment, applications, cameras, sensors, components, motor vehicles and other tangible and intangible property relating thereto, to enable Redflex to enforce a minimum of one lane of travel at a designated location. The SMARTops® System, the Photo Enforcement Program, and all of the other equipment, applications, back office processes, servers, off-site backup systems, software and other tangible and intangible property relating thereto.
- 1.22. “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 sensor arrays which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles.
- 1.23. “Photo Redlight Violation Criteria” means the standards and criteria by which Potential Violations will be evaluated by Authorized Employees 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. Should physical criteria change which requires additional modification to the Photo Red Light Enforcement System or its detection equipment, any costs incurred is the responsibility of the customer.
- 1.24. “Records Retention” means the period of time that Redflex will retain confidential information to include photographic evidence and data associated with the photo enforcement program.
- 1.25. “SMARTcam® System” means the proprietary software system that controls the photo enforcement system of Redflex relating to the Photo Enforcement Program.

- 1.26. “Salus® System” means the proprietary software system that controls the photo enforcement system of Redflex relating to the Photo Enforcement Program.
 - 1.27. “REDFLEXred® System” means the proprietary digital redlight photo enforcement system of Redflex relating to the Photo Red Light Enforcement Program.
 - 1.28. “SMARTops® System” means the proprietary back-office processes of Redflex relating to the Photo Red Light Enforcement Program.
 - 1.29. “SMARTscene® System” means the proprietary digital video camera unit, hardware and software required for providing supplemental violation data.
 - 1.30. “Traffic Signal Controller Boxes” means the signal controller interface and vehicle detection owned and operated by the Customer. This includes, but not limited to, the Customer’s traffic controller, Customer’s vehicle detection equipment, Customer’s communication equipment, Customer’s controller cabinet, etc.
 - 1.31. “Violation” means any traffic violation authorized for photo enforcement as prohibited by 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.
 - 1.32. “Violations Data” means the images and other Violations data gathered by the Redflex System at the Designated Intersection Approaches.
 - 1.33. “Warning Period” means a period after the Installation Date of the first intersection approach, wherein only warning notices shall be issued, commencing within 3 days after the system has been installed.
2. **TERM.** The term of this Agreement shall commence as of the date hereof and shall continue for a **period of five (5) years after ratification of this agreement.** The Customer shall have the right, but not the obligation, to extend the term of this Agreement for up to two (2) additional consecutive and automatic two (2) year periods 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 not 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.
 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 (1) 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 the Designated Intersection Approaches 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 Intersection Approaches into a format capable of review by the Authorized Employee via the Redflex System;
- 3.3.3. The Redflex Photo Enforcement System will be accessible by Authorized Staff through a secure and encrypted connection by use of a confidential user account on a computer equipped with a high-speed Internet connection and an approved web browser.
- 3.3.4. Redflex shall provide the Authorized Employee with access to the Redflex System for the purposes of reviewing the pre-processed Violations Data within seven (7) days of the gathering of the Violation Data from the applicable Designated Intersection Approaches.
- 3.3.5. The Customer shall cause the Authorized Employee 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 EMPLOYEE AND SHALL BE MADE IN SUCH AUTHORIZED EMPLOYEE'S SOLE DISCRETION (A "CITATION DECISION"), AND IN NO EVENT SHALL REDFLEX HAVE THE ABILITY OR AUTHORIZATION TO MAKE A CITATION DECISION.
- 3.3.6. With respect to each Authorized Violation, Redflex shall print and mail a Citation within five (5) 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 shall provide a toll-free telephone number for the purposes of answering citizen inquiries
- 3.3.8. Redflex shall permit the Authorized Employee to generate reports using the Redflex Standard Report System.
- 3.3.9. 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 mutually agreed upon.
- 3.3.10. 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; After the initial 6 month period, expert testimony may be provided on a cost reimbursement basis.

- 3.3.11. During the three (3) month period following the Installation Date, Redflex shall provide such training to Customer 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. Records Retention: Redflex will retain confidential information to include photographic evidence and data associated with the photo enforcement program for a period of up to three years after that date of conviction of the violator. (NEWARK CALIFORNIA/DEFINED GUIDELINES).
- 3.5. 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.
- 3.6. 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.
- 3.7. 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 cost, if any (the "Change Order Proposal"). The 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, 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 (insert name), 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

(insert name) 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.

4.6. INFRINGEMENT 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

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

6. Termination.

6.1. **TERMINATION WITHOUT CAUSE.** The Customer may terminate this Agreement without cause at any time by mailing to Redflex written notice of the termination not less than forty-five (45) business days prior to termination by the Customer. In addition to any and all other monetary damages, if Customer terminates this Agreement without cause pursuant to this provision, Customer shall pay to Redflex \$1000.00 per month for each approach for the time period remaining in connection with the Initial Term and/or Renewal Term of the Agreement. Additionally, Customer shall pay, in full, to Redflex all unamortized out-of-pocket and/or direct costs and expenses associated with the installation, removal, operation and management of the City's program, including, but not limited to software configuration and hardware, machinery and equipment. Depreciation in connection with any and all hardware, machinery and equipment shall not to exceed \$80,000.00 per intersection approach. If applicable, this cost recovery shall in no fashion be deemed to create an equitable interest on the part of Customer in Redflex's equipment and/or the services provided under this Agreement. It is simply an expense recovery for early termination without cause.

Examples: Customer terminates this Agreement without cause at month 42. Seven approaches are operational at that time. Customer shall pay Redflex \$1000 per month for each approach over the remaining 42 months of the agreement. 42 months x 7 approaches x \$1000 = \$294,000 plus 50% of the direct cost.

6.2. **TERMINATION FOR CAUSE:** Either party shall have the right to terminate this Agreement immediately by written notice to the other if (i) state statutes are amended to prohibit or substantially change the operation of photo red light enforcement systems and/or materially and negatively impact the underlying presumptions or operation of photo red light enforcement systems, including but not limited to amendments to Article 2 and Article 3 of Chapter 2 or Division 11 of the California Vehicle Code; (ii) any court having jurisdiction over City rules, or state or federal statute declares, that results from the Redflex System of photo red light enforcement are inadmissible in evidence; or (iii) the other party commits any material breach of any of the provisions of this Agreement. In the event of a termination due to Section 6.1(i) or 6.1(ii) above, Customer shall be relieved of any further obligations for payment to Redflex other than as specified in Exhibit "D". Either party shall have the right to remedy the cause for termination (Sec 6.1) within forty-five (45) calendar days (or within such other time period as the Customer and Redflex shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-causing party setting forth in reasonable detail the events of the cause for termination.

- 6.3. The rights to terminate this Agreement given in this Section 6.1 shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other 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 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. Immediately upon termination Redflex is no longer bound to the Data Retention Requirements for any data and if the customer wishes to obtain the data it must be conveyed at the time of termination. Redflex will transfer the data and relevant information to the city by a mutually agreed upon method. The customer will assume the burden for all costs associated with this task including but not limited to administrative, storage media, storage media authoring devices, and internet bandwidth used for transferring data. Redflex will provide no tools for accessing this data or other guarantees.
- 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 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: (x) 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), 11.16 (Injunctive Relief; Specific Performance) and 11.18 (Jurisdiction and Venue), and (y) 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, and (c) pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records.

8. **Indemnification and Liability.**

8.1. **Indemnification by Redflex.** "Subject to 8.3, 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 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, demand, 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 the Redflex contained in this Agreement, or (b) the negligence or 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 negligence or willful misconduct of any Customer Party.

Indemnification by Customer. Subject to Section 8.3, the Customer hereby agrees to defend and indemnify Redflex and its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in

concert with them, or any of them (individually a “Redflex Party” and collectively, the “Redflex Parties”) against, and to protect, save and keep harmless the Redflex Parties from, and to pay on behalf of or reimburse the Redflex Parties as and when incurred for, any and all Losses which may be imposed on or incurred by any Redflex Party arising out of or in any way related to (a) any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of the Customer contained in this Agreement, (b) the willful misconduct of the Customer, its employees, contractors 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 Redflex Party, (c) any claim, action or demand not caused by Redflex’s failure to perform its obligations under this Agreement, or (d) any claim, action or demand challenging the Customer’s use of the Redflex System or any portion thereof, the validity of the results of the Customer’s use of the Redflex System or any portion thereof, or the validity of the Citations issued, prosecuted and collected as a result of the Customer’s use of the Redflex System or any portion thereof. In the event that the legality or constitutionality of the photo enforcement systems described herein are in anyway challenged in the appellate division of any court, Customer shall immediately notify Redflex in writing. Redflex agrees to pay fifty percent (50%) of any and all reasonable legal fees related to such a challenge in the appellate division of any court up to an amount not to exceed the total sum of \$30,000.00 after the annual cumulative amount \$7,500.00 is first paid by the Customer. Redflex shall have the option of assigning the matter to legal counsel of their choice or of permitting the Customer to select their own attorney once the \$7,500.00 threshold has been paid by the Customer.”

8.2. Indemnification Procedures. In the event any claim, action or demand (a “Claim”) in respect of which any party hereto seeks indemnification from the other, the party seeking indemnification (the “Indemnified Party”) shall give the party from whom indemnification is sought (the “Indemnifying Party”) written notice of such Claim promptly after the Indemnified Party first becomes aware thereof; provided, however, that failure so to give such notice shall not preclude indemnification with respect to such Claim except to the extent of any additional or increased Losses or other actual prejudice directly caused by such failure. The Indemnifying Party shall have the right to choose counsel to defend such Claim (subject to the approval of such counsel by the Indemnified Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, compromise and settle such Claim, and the Indemnified Party shall have the right to participate in the defense at its sole expense; provided, however, the Indemnified Party shall have the right to take over the control of the defense or settlement of such Claim at any time if the Indemnified Party irrevocably waives all rights to indemnification from and by the Indemnifying Party. The Indemnifying Party and the Indemnified Party shall cooperate in the defense or settlement of any Claim, and no party shall have the right enter into any settlement agreement that materially affects the other party’s material rights or material interests without such party’s prior written consent, which consent will not be unreasonably withheld or delayed.

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:

9.1. Notices to Redflex:

Redflex Traffic Systems, Inc.
23751 North 23rd Avenue
Phoenix, AZ 85027
Attention: PROGRAM MANAGEMENT
Facsimile: (623) 207-2050

9.2. Notices to the Customer:

City of Newark California
37101 Newark Blvd.
Newark, CA 94560
Attention Chief of Police

With a copy to:

City of Newark CA
37101 Newark Blvd.
Newark Blvd.
Newark, CA 94560
Attention: City Manager
Facsimile: (510) 794-2306

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 binding or 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 F), 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 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 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.
- 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 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. INJUNCTIVE RELIEF; SPECIFIC PERFORMANCE. The parties hereby agree and acknowledge that a breach of Sections 4.1 (License), 4.3 (Restricted Use) or 7 (Confidentiality) of this Agreement would result in severe and irreparable injury to the other party, which injury could not be adequately compensated by an award of money damages, and the parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition or provision of this Agreement, or to enjoin or prevent such a breach, including without limitation an action for specific performance hereof.
- 11.17. APPLICABLE LAW. This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of California, United States.
- 11.18. 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 Alameda and both parties specifically agree to be bound by the jurisdiction and venue thereof.

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

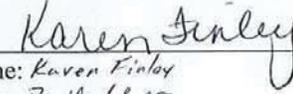
"Customer"

CITY OF Newark, CA

By: 
Name: David W. Smith
Title: Mayor

"Redflex"

REFLEX TRAFFIC SYSTEMS, INC.,

By:  4-20-11
Name: Karen Finley
Title: President & CEO

APPROVED AS TO CONTENT:

By: 
Gary T. Galliano, City Attorney

EXHIBIT "A"
Designated Intersection Approaches

The contract is for the implementation of up to 10 intersection approaches. Identification of enforced intersection approaches will be based on mutual agreement between Redflex and the City as warranted by community safety and traffic needs.

EXHIBIT "B"
Construction and Installation Obligations

Timeframe for Installation: Fixed Photo Red Light System

Redflex will have each specified approach installed and activated in phases in accordance with an implementation plan to be mutually agreed to by Redflex Traffic Systems and the Customer.

Redflex will use reasonable commercial efforts to install each system. In order to provide the Customer with timely completion of the photo enforcement project, Redflex Traffic Systems requires that the Customer assist with obtaining timely approval of permit requests. The Customer acknowledges the importance of the safety program and undertakes that in order to keep the project on schedule the Customer will provide engineering review(s) of Redflex permit requests and all documentation in a timely manner.

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;
 - 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 sensors, pavement loops, electrical connections and traffic controller connections, as required; and
 - 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. Redflex and Customer agree to submit all documents related to and/or associated with the California Department of Transportation Encroachment Permit for review and approval to a licensed traffic professional engineering firm. Redflex agrees to pay fifty percent (50%) of any and all reasonable fees associated therewith in an amount not to exceed \$7,500.00.
 - 1.6. Finalize the acquisition of the Approvals;
 - 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.
 - 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. Citation processing and citation issuance/re-issuance 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 Employees and other persons involved in the administration of the Redlight Photo Enforcement Program, (ii) for up to 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;

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, and coordination between Redflex, the Customer and (WHERE APPLICABLE juvenile court personnel)

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 Project Manager;
 - 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 from the relevant Governmental Authorities;
 - 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.
- 2.1.11. The Customer shall provide on an agreed upon frequency, without cost to Redflex, reports regarding the prosecution of Citations, the collection of fines, fees and other monies and available collision data, in such format and for such periods as Redflex may reasonably request.
- 2.1.12. Yellow Light Timing Review: The Customer is responsible to ensure that the yellow or amber light phase timing at all photo enforced intersections meets minimum standards according to Federal, State, and local laws, guidelines, and/or rules.
- 2.1.13. Provide on-going adequate electrical power in order to operate the systems.
The Customer will allow Redflex to use existing conduit space as available.
- 2.1.14. The Customer shall be responsible to provide and install LED traffic signal lights (yellow and red) at all enforced locations,
- 2.1.15. Customer is responsible for all computer hardware, web browsers and high speed Internet access necessary to operate the systems
- 2.1.16 Customer will provide and install any required enforcement signage.

EXHIBIT "C"

Maintenance

1. All repair and maintenance of Photo Red Light Enforcement systems and related equipment will be the sole responsibility of Redflex, including but 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. In the event that images of a quality suitable for the Authorized Employee to identify Violations cannot be reasonably obtained without the use of flash units, Redflex shall provide and install such flash units.
4. Redflex may assign specific personnel to provide follow up assistance to the Customer in the form of the HELPDESK, a designated Customer Service Representative and a Director of Accounts.

EXHIBIT "D"
COMPENSATION & PRICING

Fixed Monthly Fee for Existing Approaches (Tier 1)

Customer shall be obligated to pay Redflex a fixed fee \$5,700 for each of the following approaches:

*Cherry Street and Mowry Avenue, Southbound
Mowry Avenue and Cedar Boulevard, Westbound
Cedar Boulevard and Mowry Avenue, Northbound
Newark Boulevard and Jarvis Avenue, Southbound*

New Approaches (Tier 2)

Customer shall be obligated to pay a monthly fee of \$6,200 per system per month for new construction. This pricing is established for five years from the date of the initial billing period.

Extension Period Pricing (Tier 3)

On day one of year six pricing shall reduce to \$5700 per month. One day one of year 8 pricing shall reduce to \$5400 per month.

*Cherry Street and Mowry Avenue, Southbound
Mowry Avenue and Cedar Boulevard, Westbound
Cedar Boulevard and Mowry Avenue, Northbound
Newark Boulevard and Jarvis Avenue, Southbound*

BUSINESS ASSUMPTIONS FOR ALL PRICING OPTIONS:

1. Redflex construction will be able to utilize existing conduit, from the city provided electrical service location, for installation where space is available. If it is determined that new conduit must be installed the cost of the installation of the same shall be borne by Redflex.
2. Each year, on the anniversary date of the contract, the pricing will increase by the CPI. CPI will be derived from the publication of the U.S. Department of Labor Consumer Price Index for U.S. City average.
3. 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 60 days from date of invoice.
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 on-going provision of any and all necessary electrical power to the Designated Intersection Approaches will be the sole responsibility of the Customer.
6. In connection with any and all new Intersection Approaches constructed after the execution date of this renewal of the Agreement for the Photo Red Light Enforcement Program between Redflex and the Customer, the Customer shall pay, in full, any and

all costs and expenses relating to and/or associated with the construction and installation of the electrical power supply and electrical services (the "Electrical Power Supply Construction Costs") required for successful operation and performance related thereto up to an amount not to exceed to \$5,000.00 for any new Intersection Approach. If the Electrical Power Supply Construction Costs exceed \$5,000.00, than Redflex shall pay, in full, any and all amounts above and beyond the \$5,000.00 provided that such amounts do not to exceed \$10,000.00 for any new Intersection Approach. If the Electrical Power Supply Construction Costs exceed \$10,000.00, than Redflex and the Customer shall each pay 50% of the amounts above and beyond the \$10,000.00 provided that such amounts do not exceed \$20,000.00 for any new Intersection Approach. If the Electrical Power Supply Construction Costs exceed \$20,000.00, than Redflex and the Customer shall have the option to mutually agree to discontinue, halt and/or prevent the construction of any new Intersection Approach. These costs stated in this paragraph 6 are fees directly related to the ongoing lease of equipment, software and related services provided by Redflex under the Agreement. These costs shall in no fashion be deemed to create an equitable interest on the part of Customer in Redflex's equipment and/or the services provided under this Agreement.

7. The Customer shall require any and all employees who may operate or occupy the Equipped Motor Vehicles to complete a mandatory training program to insure that (a) the Equipped Motor Vehicles are operated in a safe manner and (b) all warnings and instructions that accompany the Equipped Motor Vehicles are understood and heeded.
8. Redflex shall be solely responsible for installing required signage. Redflex 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 Customer shall assist in determining the placement of such Signage. Redflex shall submit signage design drawings to the appropriate local authority for approval. Any changes or modifications to signage requirements will be the responsibility of the Customer.
9. Roadway/Intersection improvement projects: Customer shall reimburse Redflex the costs of replacing and or modification of operational system approaches.
10. At an intersection approach maintained by the City of Newark, if a system is deactivated, on a roadway at the Customer's request due to roadway construction, the monthly fee will continue.
11. At an intersection approach maintained by the California State Department of Transportation, if a system is deactivated due to roadway construction, the monthly fee will continue for fifteen days. After the fifteenth day Redflex will not invoice the City unless the approach is deactivated for more than thirty days. If the approach remains deactivated for more than 30 days Redflex will not invoice the City for day sixteen through day thirty. If the approach remains deactivated after 30 days the City and Redflex shall split the invoice amount calculated at 1/30th the amount, per day, of the monthly invoice.
12. Each year, within 30 days of the anniversary date of this contract the project managers for the City and Redflex shall meet to discuss the value and effectiveness of the program.

EXHIBIT "E"
Additional Rights and Obligations

Redflex and the Customer shall respectively have the additional rights and obligations set forth below:

1. 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).
2. 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.
3. 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.
4. 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, Redflex and the Customer shall obey any and all such rules and regulations.
5. 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

1. During the Term, Redflex shall procure and maintain at 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:
 - Commercial General Liability Insurance. Commercial General Liability Insurance with coverage limits of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, Two Million Dollars (\$2,000,000) Products-Completed Operations Aggregate and Two Million Dollars (\$2,000,000) General Aggregate;
 - Commercial Automobile Liability Insurance. Commercial Automobile Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) combined single limit per accident for bodily injury or property damage, including but not limited to coverage for all automobiles owned, non-owned and hired by Redflex;
 - Professional Liability (Errors and Omissions) Insurance. Redflex will use its commercial best efforts to procure and maintain Professional Liability (Errors and Omissions) Insurance with coverage of not less than Two Million Dollars (\$2,000,000) each and every claim and in the Aggregate; and
 - Workers' Compensation and Employer's Liability Insurance. Workers' Compensation Insurance with coverage of not less than that required by the Labor Code of the State of (insert name), and Employer's Liability Insurance with coverage of not less than One Million Dollars (\$1,000,000) per occurrence.
2. With respect to the Commercial General Liability Insurance the following additional provisions shall apply:
 - The Customer Parties shall be named as additional insureds with respect to the Commercial General Liability insurance, and such coverage shall contain no special limitations on the scope of protection afforded to such additional insureds;
 - The insurance coverage procured by Redflex and described above shall be the primary insurance with respect to the Customer Parties in connection with this Agreement, and any insurance or self-insurance maintained by any of the Customer Parties shall be in excess, and not in contribution to, such insurance; and
 - Any failure to comply with the reporting provisions of the various insurance policies described above shall not affect the coverage provided to the Customer Parties, 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.
3. With respect to the insurance described in the foregoing Section of this Exhibit E, if any of the Redflex Parties are notified by any insurer that any insurance coverage will be cancelled, Redflex shall immediately provide 30 days 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.

4. Redflex shall provide certificates of insurance evidencing the insurance required pursuant to the terms of this Agreement, which certificates shall be executed by an authorized representative of the applicable insurer, and which certificates shall be delivered to the Customer prior to Redflex commencing any work pursuant to the terms of this Agreement.

EXHIBIT "G"
FORM OF ACKNOWLEDGMENT AND CONSENT

This Acknowledgement and Consent Form, dated April 20, 2011, is entered into by and between the City of Newark (the "City") and Redflex Traffic Systems, Inc., ("Redflex"), with reference to the Agreement between the City of Newark and Redflex Traffic Systems, Inc. for a Photo Red Light Enforcement Program, dated as of April 20, 2011, by and between the City and Redflex (the "Agreement").

1. Redflex has entered into a Credit Agreement, dated as of June 2009 ("the Credit Agreement"), with Common Wealth Bank of Australia ("the Creditor") pursuant to which the Creditor has provided certain working capital to Redflex. Such working capital is needed by Redflex to perform its obligations to the City under the Agreement.

2. Pursuant to the Credit Agreement, Redflex granted to the Creditor a security interest in all of Redflex's personal property relevant to and associated with the Agreement with the City as collateral for the payment and performance of Redflex's obligations to the Creditor under the 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.

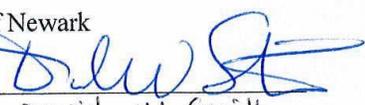
3. Redflex shall not, by virtue of the Credit Agreement, be relieved of any liability or obligation under the Agreement, and the Creditor has not assumed any liability or obligation of Redflex under the Agreement.

4. The City hereby acknowledges notice of, approves and consents, in full, to Redflex's grant of the aforementioned security interest in favor of the Creditor in all of Redflex's rights and interests under the Agreement pursuant to the Credit Agreement.

5. The City further acknowledges and agrees that this Acknowledgement and Consent Form shall be binding upon the City and shall inure to the benefit of the successors and permitted assigns of the Creditor, and to any replacement lenders, banks and/or financial institutions which refinance Redflex's obligations to the Creditor under the Credit Agreement.

[SIGNATURE PAGE TO FOLLOW]

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. Approved as to form, content and legality:

| | |
|---|--|
| <p>The City:</p> <p>City of Newark</p> <p>By: </p> <p>Name: <u>David W. Smith</u></p> <p>Title: <u>Mayor</u></p> | <p>Redflex:</p> <p>REFLEX TRAFFIC SYSTEMS, INC., a Delaware Corporation</p> <p>By: <u>Karen Jenley 4-20-11</u></p> <p>Name: <u>Karen Jenley</u></p> <p>Title: <u>President & CEO</u></p> |
|---|--|

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Arthur J. Gallagher & Co.
3697 Mt. Diablo Boulevard, Suite 300
Lafayette, CA 94549

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City of Newark
3710 NEWARK BLVD.
NEWARK, CA 94560-3727

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This document was brought to you by Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. in Lafayette, CA. via CertificatesNow.-

If you have questions regarding the content of this document, please contact Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. Phone: (925) 299-1112 or Certificate Fax: (925) 953-6270-

The data included in this notice and in the attached document is confidential to Ebix/CertificatesNow and Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. -

cc:

The data included in this notice and in the attached document is confidential to Ebix BPO and the party responsible for bringing you this information.

201111183218



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|--|
| PRODUCER LIC #0726293 1-925-299-1112 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 3697 Mt. Diablo Boulevard, Suite 300 Lafayette, CA 94549 Robert J. Marrone INSURED Redflex Traffic Systems, Inc. 23751 N. 23rd Avenue, Suite 150 Phoenix, AZ 85085-1854 | CONTACT NAME: Certificate Department PHONE (A/C No. Ext): 925-299-1112 FAX (A/C No.): 925-953-6270 E-MAIL ADDRESS: eastbaycerts@AJG.COM INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: WAUSAU UNDERWRITERS INS CO [AMBest: A, XV] 26042 INSURER B: LIBERTY MUT FIRE INS CO [AMBest: A, XV] 11748 INSURER C: ENDURANCE AMER SPECIALTY INS CO [A, XV] 41718 INSURER D: INSURER E: INSURER F: |
|--|--|

COVERAGES CERTIFICATE NUMBER: 24111068 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EXCLUSION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|------------------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> STOP GAP: WA, OH GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> | X | | TBJZ91453980031 | 03/15/11 | 04/01/12 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> COMP/COLL <input checked="" type="checkbox"/> DED*:\$1,000 | | | ASJZ91453980021 | 03/15/11 | 04/01/12 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ <- *HAPD Ded \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | TH2Z91453980041 | 03/15/11 | 04/01/12 | EACH OCCURRENCE \$ 19,000,000 AGGREGATE \$ 19,000,000 \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | WCJZ91453980011 | 03/15/11 | 04/01/12 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | PROFESSIONAL/CYBER LIAB. (See attached Suppl. Page...) | | | PPL10003051000 [Claims Made] | 03/15/11 | 04/01/12 | \$50K.SIR EaC1m/Agg 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Activities performed by or on behalf of the permittee or contractor as required by contract. ADDITIONAL INSURED(S): The City of Newark, CA, its subcontractors, agents, representatives and employees as required by written contract.

REVISED - POLICY TERM EXTENDED TO 04/01/2012

| | |
|--|--|
| CERTIFICATE HOLDER City of Newark Attn: City Manager 37101 Newark Blvd. Newark, CA 94567 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIBERTY DirectSolutions for Contractors
(with Professional Liability)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This endorsement modifies insurance by broadening the insurance provided by CG 00 01.

Index of modified items:

| |
|---|
| Item 1 - REASONABLE FORCE |
| Item 2. - NON-OWNED WATERCRAFT EXTENSION |
| Item 3. - ALIENATED PREMISES |
| Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL |
| Item 5. - CONTRACTORS PROFESSIONAL LIABILITY |
| Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE |
| Item 7. - BODILY INJURY TO CO-EMPLOYEES |
| Item 8. - HEALTH CARE PROFESSIONALS AS INSURED |
| Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES |
| Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES |
| Item 11. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES) |
| Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - PERSON OR ORGANIZATION |
| Item 13. - ADDITIONAL INSURED - ARCHITECTS, ENGINEERS OR SURVEYORS |
| Item 14. - ADDITIONAL INSURED - STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS |
| Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION - LESSOR OF LEASED EQUIPMENT |
| Item 16. - KNOWLEDGE OF OCCURRENCE |
| Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS |
| Item 18. - BODILY INJURY REDEFINITION |
| Item 19. - MOBILE EQUIPMENT REDEFINITION |
| Item 20. - SUPPLEMENTARY PAYMENTS |
| Item 21. - LIBERALIZATION |

These changes broaden the policy sections described unless differing language is separately endorsed to the coverage part.

Item 1. - REASONABLE FORCE

Exclusion a. of Coverage A is replaced by the following:

- a. Expected or Intended Injury
"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Item 2. - NON-OWNED WATERCRAFT EXTENSION

Subparagraph g.(2) of Exclusion g. of Coverage A (Section I - Coverages) is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 55 feet long; and
 - (b) Not being used for public transportation or as a common carrier.

Item 3. - ALIENATED PREMISES

1. Subparagraph j.(2) of Exclusions of Section I - Coverages - Bodily Injury And Property Damage Liability is replaced by the following:



- (2) Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises, and occurs from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

Item 4. - PROPERTY IN YOUR CARE, CUSTODY OR CONTROL

1. Subparagraphs (3) and (4) of exclusion j, of coverage A, do not apply except to
 - (a) borrowed equipment, or
 - (b) "property damage" to property in your care, custody and control while in transit.

This insurance does not apply to any portion of a loss for which the insured has available any other valid and collectible insurance, whether primary, excess, contingent, or on any other basis, unless such other insurance was specifically purchased by the insured to apply in excess of this policy.

2. Limits of Insurance

Subject to Paragraphs 2, 3, and 5. of Section III – Limits Of Insurance, the most we will pay for insurance provided by paragraph 1., above is:

- \$10,000 Each Occurrence Limit
- \$25,000 Aggregate Limit

The Each Occurrence Limit for this coverage applies to all damages as a result of any one "occurrence" regardless of the number of persons or organizations who sustain damage because of that "occurrence."

The Aggregate Limit is the most we will pay for the sum of all occurrences covered by this provision.

Item 5. – CONTRACTORS PROFESSIONAL LIABILITY

The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I – Coverage B -- Personal And Advertising Injury Liability:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you, but only with respect to your providing engineering, architectural or surveying services in your capacity as an engineer, architect or surveyor.

Professional services include:

1. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
2. Supervisory or inspection activities performed as part of any related architectural or engineering activities.

This exclusion does not apply to your operations in connection with construction work performed by you or on your behalf.

Item 6. - DAMAGE TO PREMISES RENTED TO YOU - EXPANDED COVERAGE

A. Fire, Lightning Or Explosion Damage

The last paragraph of 2. Exclusions under Section I – Coverage A is replaced by the following:

Exclusions c. through n. do not apply to damage to premises rented to you or temporarily occupied by you with permission of the owner when the damage is caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage. A separate limit of insurance applies to this coverage as described in Section III – Limits of Insurance.

B. Limits for Damage to Premises Rented to You

Paragraph 6. of Section III – Limits of Insurance is replaced by the following:

Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for any combination of:

- (a) damage caused by fire, lightning, or explosion or subsequent damages resulting from such fire, lightning or explosion, including water damage to premises rented to you, or temporarily occupied by you with permission of the owner; and
- (b) "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days.

Item 7. - BODILY INJURY TO CO-EMPLOYEES

1. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II – Who Is An Insured do not apply to your supervisory or management "employees" for "bodily injury" only.
2. Subject to the Each Occurrence Limit and the General Aggregate Limit, Paragraphs 2.a.(1)(a), (b) and (c) of Section II – Who Is An Insured do not apply to your "employees" or "volunteer workers" for "bodily injury" arising out of a Good Samaritan act to a co-"employee" or co-"volunteer worker." A Good Samaritan act means an attempt to rescue or aid a person in imminent or serious peril, provided the attempt is not recklessly made.

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

Item 8. - HEALTH CARE PROFESSIONALS AS INSURED

Paragraph 2.a. (1) (d) of Section II – Who Is An Insured is deleted unless:

- (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or
- (ii) The "employee" has any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Item 9. - NEWLY FORMED OR ACQUIRED ENTITIES

Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

3. Any organization, other than a joint venture, you newly acquire or form and over which you maintain majority ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization.
 - a. Coverage under this provision is afforded only until
 - i. the 180th day after you acquire or form the organization; or
 - ii. separate coverage is purchased for the organization; or
 - iii. the end of the policy period, whichever is earlier.
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any past partnership, current or past joint venture or past limited liability company that is not shown as a Named Insured in the Declarations.

Item 10. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION—MANAGERS OR LESSORS OF PREMISES

A. Section II – Who Is An Insured is amended to include as an insured any manager or lessor of premises leased by you in which the written lease agreement obligates you to procure additional insured coverage, provided that:

1. the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
2. the written agreement is in effect at the time of the "bodily injury", "property damage", "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.



The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent acts or omissions of you, your employees, your agents, or your subcontractors. There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

1. Any "occurrence" that takes place after you cease to be a tenant in that premises.
2. Any construction, renovation, demolition or installation operations performed by or on behalf of the Additional Insured.
3. Any premises for which coverage is excluded by endorsement.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 11. - EXPANDED BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION (FOR INSTALLATION EXPOSURES)

A. Section II - Who Is An Insured is amended to include as an insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, provided that:

1. the "bodily injury," "property damage," or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the written agreement; and
2. the written agreement is in effect at the time of the "bodily injury," "property damage," or "personal and advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

The coverage afforded to the additional insured is limited to liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury," or "property damage," "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written

agreement and only for liability caused, in whole or in part, by the negligent acts or omissions of you, your employees, your agents, or your subcontractors.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply:

1. to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. to "bodily injury" or "property damage" that occurs during the ongoing operations of a project where you have purchased an Owners & Contractors Protective Liability or Railroad Protective Liability Policy for the additional insured.
3. when coverage is available under a consolidated (wrap up) insurance program in which you are involved.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless the written agreement with you requires that the insurance provided for the additional insured be primary concurrent or primary non-contributory, in comparison to the additional insured's own policy or policies.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 12. - BLANKET ADDITIONAL INSURED AND WAIVER OF SUBROGATION - PERSON OR ORGANIZATION

A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization to whom you are obligated by a written agreement to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with premises owned by you

provided that:



- (a) the "bodily injury", "property damage" or "personal and advertising injury" giving rise to liability occurs subsequent to the execution of the agreement; and
- (b) the written agreement is in effect at the time of the "bodily injury", "property damage", "personal injury" or "advertising injury" for which coverage is sought.

That person or organization shall be referred to as the additional insured.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured, except as provided below.

If the written agreement to indemnify an additional insured requires that you indemnify the additional insured for its sole negligence, then the coverage for the additional insured shall conform to that agreement; provided, however, that the contractual indemnification language of the agreement is valid under the law of the state where the agreement was formed. If the written agreement provides that a particular state's law will apply, then such provision will be honored.

B. Waiver Of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies.

C. Exclusions

This insurance does not apply to:

- 1. Any premises or equipment leased to you.
- 2. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf.

D. Other Insurance

The insurance provided by this endorsement applies only to coverages and limits of insurance required by written agreement, but in no event exceeds either the scope of coverage or the limits of insurance available within this policy.

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 13. - ADDITIONAL INSURED -- ARCHITECTS, ENGINEERS OR SURVEYORS

A. Section II -- Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- 1. In connection with your premises; or
- 2. In the performance of your ongoing operations.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- 1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- 2. Supervisory, inspection, architectural or engineering activities.

Item 14. - ADDITIONAL INSURED -- STATE, MUNICIPALITY OR POLITICAL SUBDIVISION - PERMITS

Section II -- Who Is An Insured is amended to include as an additional insured any state, municipality or political subdivision with respect to any operations performed by you, or on your behalf, for which the state, municipality or political subdivision has issued a permit

However, this insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision; or
2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written contract or agreement initiated prior to loss; or
3. "Bodily injury," "property damage" or "personal and advertising injury," unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 15. - ADDITIONAL INSURED AND WAIVER OF SUBROGATION – LESSOR OF LEASED EQUIPMENT

- A. Section II - Who Is An Insured** is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

There is no coverage for the additional insured for "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of the additional insured or by those acting on behalf of the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when the agreement with you for such leased equipment ends.

B. Waiver of Subrogation

For any additional insured that obtains insured status on this policy through paragraph A., above, we waive any right of recovery we may have against the additional insured because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

C. Other Insurance

This insurance shall be excess over any other insurance available to the additional insured, whether such insurance is on an excess, contingent or primary basis, unless you are obligated under a written agreement to provide liability insurance for that additional insured on any other basis. In that event, this policy will apply solely on the basis required by such written agreement.

To the extent that the additional insured has the right to pursue any other insurance carrier for coverage, including a defense, we shall share that right with the additional insured.

Item 16. - KNOWLEDGE OF OCCURRENCE

Subparagraph 2.a., b. and c. of Condition 2. Section IV – Commercial General Liability Conditions are amended to add the following:

As used in this paragraph, the word "you" refers to an "executive officer", partner, member or legal representative, and any other "employee" with insurance or risk management responsibilities.

Item 17. - UNINTENTIONAL ERRORS AND OMISSIONS

Paragraph 6. of Section IV – Commercial General Liability Conditions is amended to add the following:

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this policy will not invalidate or affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



Item 18. - BODILY INJURY REDEFINITION

The definition of "bodily injury" in Section V - Definitions is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person. It includes death or mental anguish, which results at any time from such physical harm, physical sickness or physical disease. Mental anguish means any type of mental or emotional illness or distress.

Item 19. - MOBILE EQUIPMENT REDEFINITION

Paragraph 12. f.(1) (a), (b) and (c) of Section V - Definitions does not apply to self-propelled vehicles of less than 1000 pounds gross vehicle weight.

Item 20. - SUPPLEMENTARY PAYMENTS

Section I - Coverages, Supplementary Payments - Coverages A and B, item 1. b. and 1. d., respectively, are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit" including substantiated loss of earnings up to \$500 a day because of time off from work.

Item 21. - LIBERALIZATION

Section IV - Commercial General Liability Conditions is amended to add the following:

10. Liberalization

If we adopt a change in our forms or rule which would broaden your coverage without an extra charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

Dexter B. Jay *Edward F. Kelly*
 SECRETARY PRESIDENT
Ralph A. [Signature]

Countersigned by

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

SCHEDULE

| Name of Other Person(s) / Organization(s): | Email Address or mailing address: | Number Days Notice: |
|--|-----------------------------------|---------------------|
| As required by written contract | Per schedule on file with company | 30 days |



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

WORKERS COMPENSATION AND EMPLOYERS LIABILITY COVERAGE PART

- A.** If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. In no event does the notice to the third party exceed the notice to the first named insured.
- B.** This advance email notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

| SCHEDULE | | |
|---|--|----------------------------|
| Name of Other Person(s) / Organization(s): | Email Address or mailing address: | Number Days Notice: |
| As required by written contract | Per schedule on file with company | 30-days |

All other terms and conditions of this policy remain unchanged.

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

| | | | |
|--|-----------|--|--|
| AGENCY Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. | | NAMED INSURED Redflex Traffic Systems, Inc. | |
| POLICY NUMBER | | 23751 N. 23rd Avenue, Suite 150 | |
| CARRIER | NAIC CODE | Phoenix, AZ 85085-1854 | |
| | | EFFECTIVE DATE: | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

THIRD PARTY FIDELITY COVERAGE-

Carrier: TRAVELERS CAS & SURETY CO OF AMER[A+,XV] NAIC#31194-

Policy #: 104861759 | Effective: 03/15/2011 to 04/01/2012 | Limit: \$500,00 single loss limit for Employee Theft of-Client Property | Retention: \$10,000-

PROPERTY COVERAGE-

Carrier: LIBERTY MUTUAL FIRE INS CO [AMBest: A,XV] NAIC#23035-

Policy #: YU2L9L453980061 | Effective: 03/15/2011 to 04/01/2012-

Blanket Personal Property: \$20,250,000 | Installation-PP/PPO: \$1,000,000 | Installation / Transit: \$250,000

SUPPLEMENT TO CERTIFICATE OF INSURANCE

DATE
11/16/2011

NAME OF INSURED: Redflex Traffic Systems, Inc.

Additional Description of Operations/Remarks from Page 1:

Additional Information:

GENERAL LIABILITY:

- * Separation of Insureds applies per policy form.
- * Additional Insured if required by written contract per attached form LG3234 0907.
- * Coverage is Primary & Non-Contributory if required by written contract per form LG3234 0907.

SUPP (05/04)



C11009



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/30/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER LIC #0726293 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. 3697 Mt. Diablo Boulevard, Suite 300 Lafayette, CA 94549 Robert J. Marrone | 1-925-299-1112 CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 925-299-1112 FAX (A/C, No): 925-953-6270 E-MAIL ADDRESS: eastbaycerts@AJG.COM |
| INSURED Redflex Traffic Systems, Inc. 23751 N. 23rd Avenue, Suite 150 Phoenix, AZ 85085-1854 | INSURER(S) AFFORDING COVERAGE INSURER A: NAUBAU UNDERWRITERS INS CO [AMBest: A, XV] 26042 INSURER B: LIBERTY MUT FIRE INS CO [AMBest: A, XV] 11748 INSURER C: SAVERS PROP & CAS INS CO [AMBest: A, IX] 16551 INSURER D: INSURER E: INSURER F: |

COVERAGES CERTIFICATE NUMBER: 26404394 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | RUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|------------|--------------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> STOP GAP: WA, OH GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC | X | | TBJ-291-453980-032 | 04/01/12 | 04/01/13 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input checked="" type="checkbox"/> COMP/COLL <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS DED: \$1,000 | | | A8J-291-453980-022 | 04/01/12 | 04/01/13 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ -< *HAPD Ded \$ |
| B | UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | X | | TH7-291-453980-042 | 04/01/12 | 04/01/13 | EACH OCCURRENCE \$ 19,000,000 AGGREGATE \$ 19,000,000 |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N/A | WCJ-291-453980-012 | 04/01/12 | 04/01/13 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | PROFESSIONAL/CYBER LIAB. (See attached Suppl. Page...) | | | PL 0641009 | 04/01/12 | 04/01/13 | \$50K.SIR \$aCim/Agg 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Activities performed by or on behalf of the permittee or contractor as required by contract. ADDITIONAL INSURED(S): The City of Newark, CA, its subcontractors, agents, representatives and employees as required by written contract.

| | |
|--|--|
| CERTIFICATE HOLDER City of Newark Attn: City Manager 37101 Newark Blvd. Newark, CA 94567 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

ACORD 25 (2010/05)
satyaram
26404394

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ENVY 478 4 OF 10 F



City of Newark

MEMO

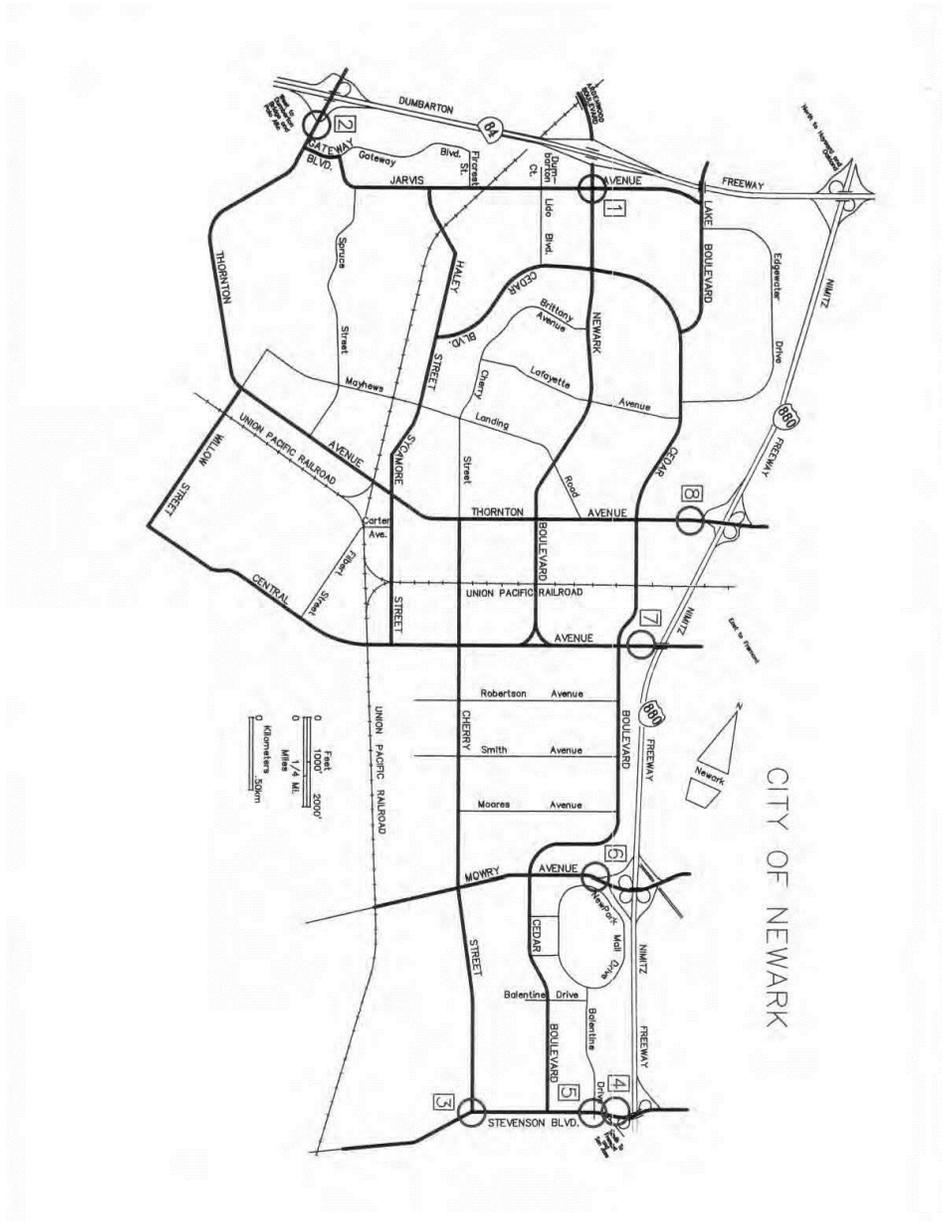
DATE: September 6, 2006
TO: Jim Leal, Lieutenant
FROM: Jim Davis, Engineering Specialist
SUBJECT: Red Light Enforcement Signs

Locations have been determined for the eight (8) red light enforcement signs at entrances to the City. Each location is described below and two (2) copies of a location map and aerial photographs are attached showing the locations.

1. SOUTHBOUND NEWARK AT JARVIS – Install on traffic signal pole on the southwest corner, above the “Jarvis Ave” street name sign.
2. SOUTHBOUND THORNTON NORTH OF GATEWAY – Install on existing street light pole No. 4511 in the median island above the existing sign.
3. NORTHBOUND BOYCE/CHERRY AT STEVENSON – Install on the median nose on the north side of intersection. Remove the existing sign post with three (3) signs. Install new taller post with the existing three (3) signs and the new red light enforcement sign on top.
4. WESTBOUND STEVENSON EAST OF BALENTINE – Install on the existing street light pole No. 16670 at the northeast corner above the existing sign.
5. NORTHBOUND ALBRAE/BALENTINE AT STEVENSON - Install on the median nose on the north side of intersection. Remove the existing sign post with one (1) sign. Install new taller post with the existing one (1) sign and the new red light enforcement sign on top.
6. WESTBOUND MOWRY EAST OF ALPENROSE – Install on the existing street light pole No. 4696 on the north side of Mowry east of Alpenrose.
7. WESTBOUND CENTRAL EAST OF TIMBER - Install on the existing street light pole No. 4437 on the north side of Central east of Timber.
8. WESTBOUND THORNTON EAST OF CEDAR - Install on the existing street light pole No. 4706 on the north side of Thornton east of Cedar above the existing sign.

cc: Peggy Claassen

(H:\A\FILES\M\FILES\RED\FLEX\SIGNS.DOC)



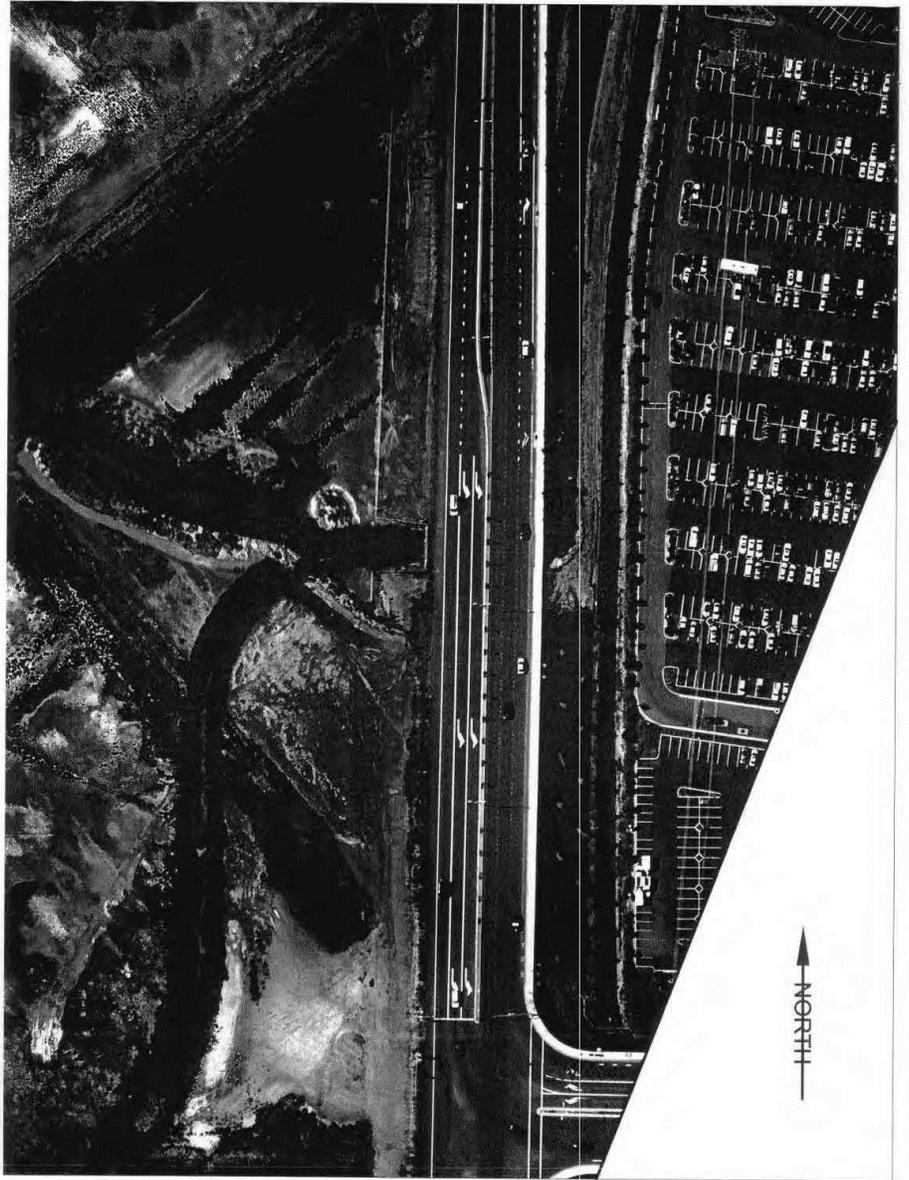


SB Newark & Jarvis



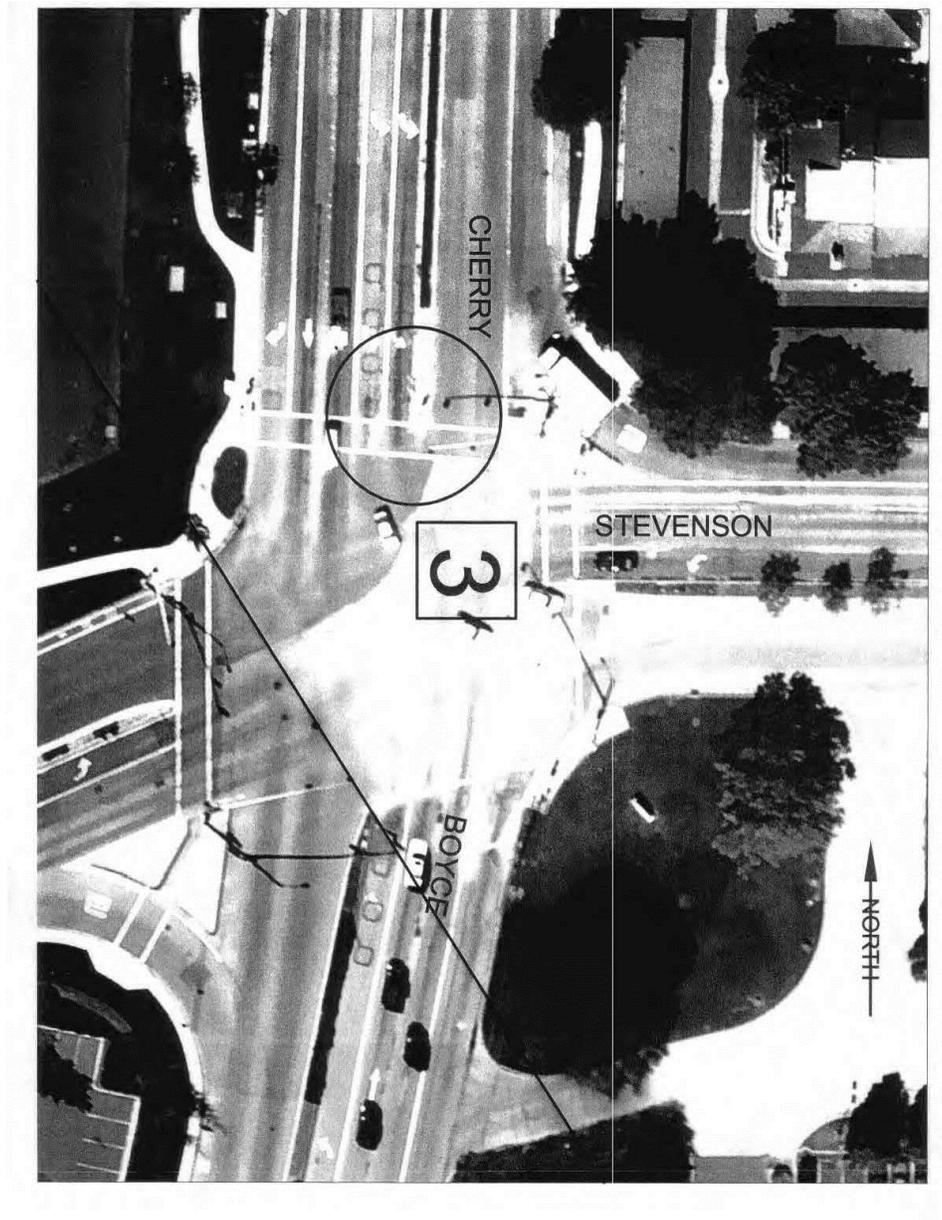
SB Newark & Jarvis





SB Thornton Ave. North of Gateway Blvd.





SB Cherry & Mowry



Northbound Cherry St. at Stevenson Blvd.

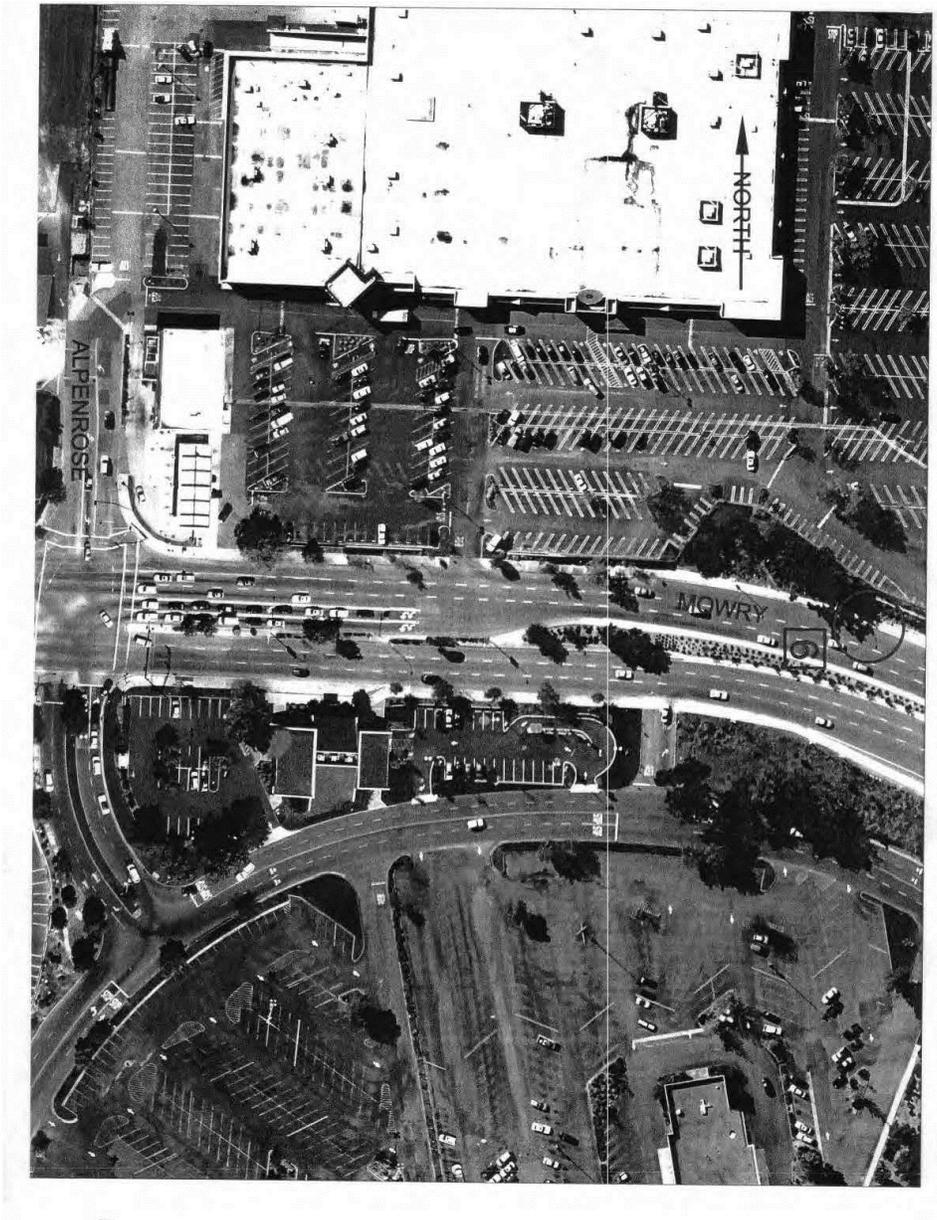






Northbound Balentine Dr. at Stevenson Blvd





WB Mowry Ave. East of Alpenrose Ct.

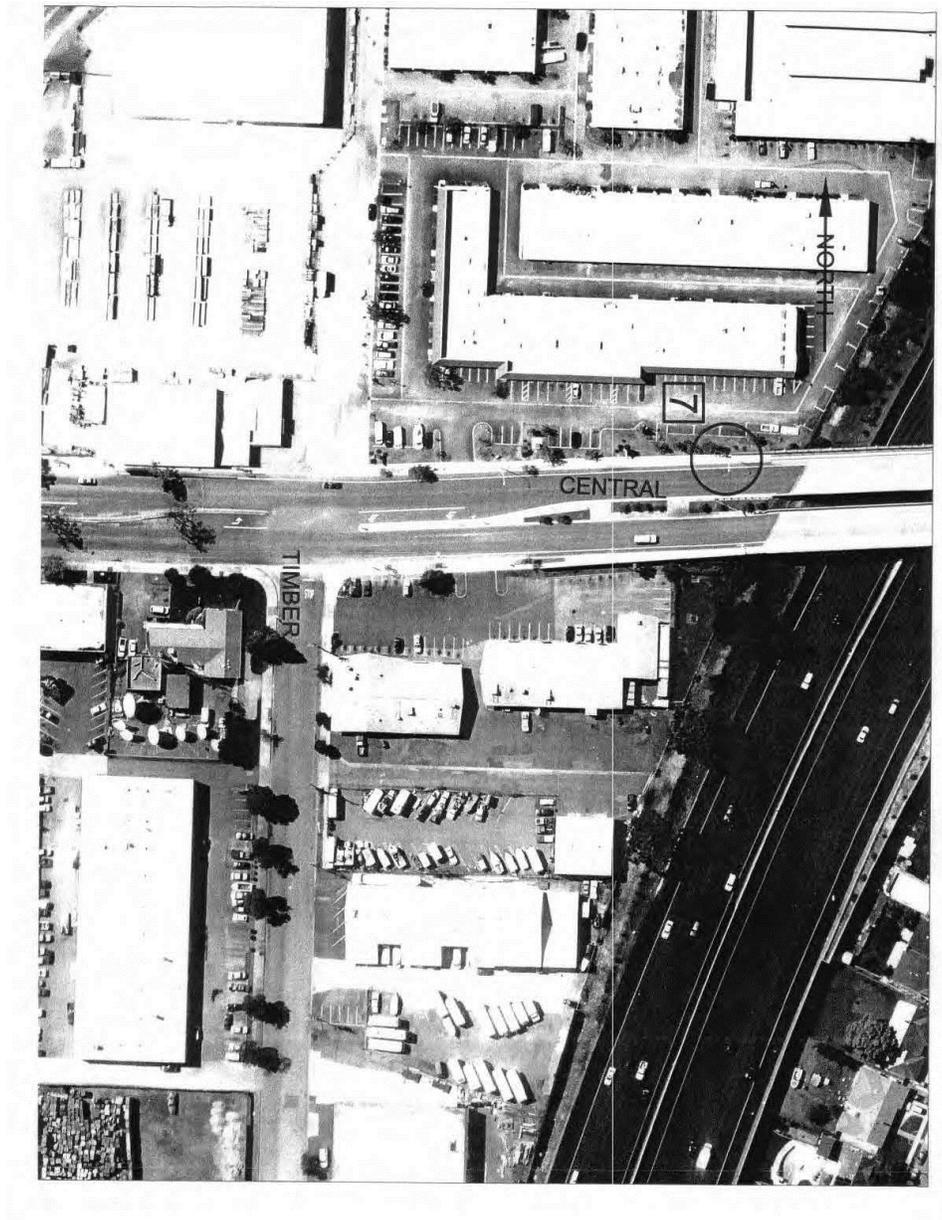


WB Mowry & Cedar



NB Cedar & Mowry





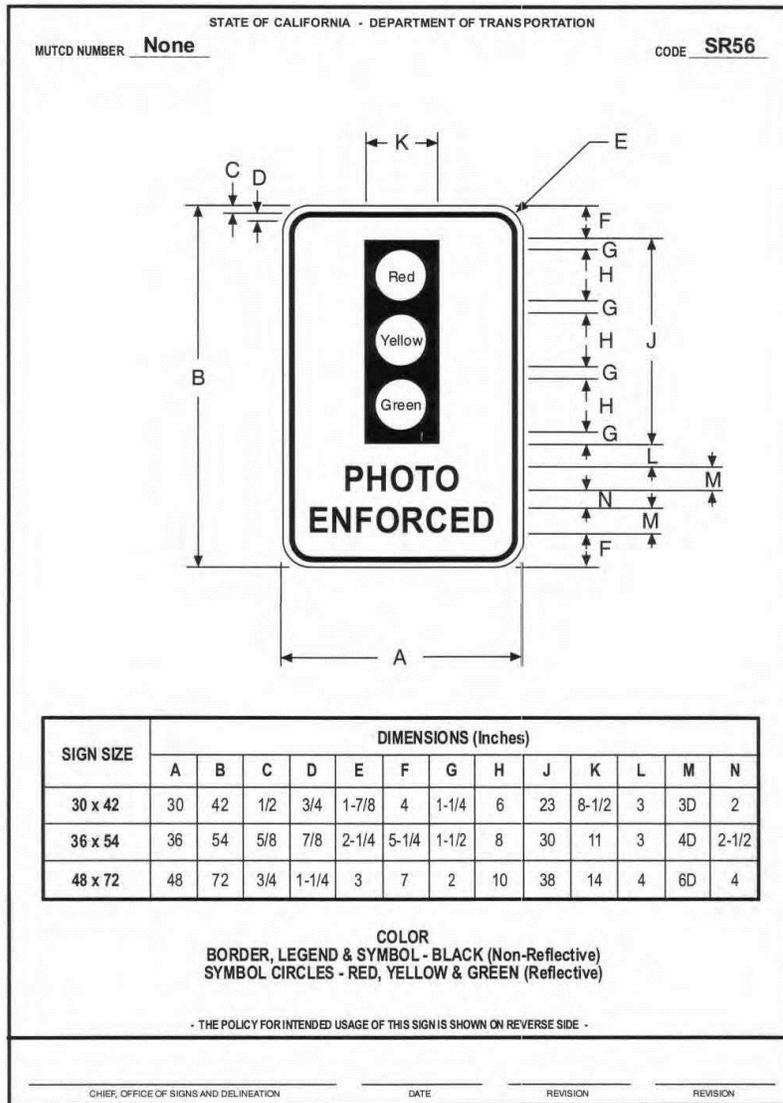
WB Central Ave. at East of Timber St.





WB Thornton Ave. East of Cedar Blvd.







City of Newark
Police Department Press Release

**30 DAY WARNING PERIOD FOR RED-LIGHT ENFORCEMENT AT THE
INTERSECTION OF Cherry Street and Mowry Avenue.**

Grace Period begins for Newark Motorists

In March of 2006, the City of Newark adopted a resolution to implement an automated red-light enforcement program as part of an overall traffic safety plan designed to reduce collisions, improve safety for motorists, raise public awareness and improve enforcement efforts. On Thursday August 3, 2006, the City of Newark will activate its first automated enforcement camera system at the intersection of Cherry St. and Mowry Ave. This will be the first of several planned automated enforcement locations in the City of Newark that will be installed during this year.

The program uses an automated camera system which takes 4 photographs and a 12 second video to record the violation, driver and license plate of the vehicle. The camera system *only becomes active after the light has turned red*. Vehicles crossing the limit line or entering the pedestrian crosswalk after the light has turned red are detected automatically and the camera system records the images. The camera system at Cherry St. and Mowry Ave will capture images of vehicles proceeding straight through the intersection or making a left turn, after the light has turned red.

All violators captured during the first 30 days will receive a warning letter notifying them that their vehicle was photographed and recorded violating the red-light at this intersection. The 30-day grace period is only for the intersection of Cherry St. and Mowry Ave. and will begin at 12:01 a.m. on Thursday August 3, 2006 and run for a minimum of 30 days. Violators can begin to receive traffic citations in the mail for violations no sooner than Saturday September 2, 2006, and be responsible for paying \$361 for each violation.

For further details, contact Newark Police Department Traffic Supervisor, Fred
Zachau.
(510)790-7224 or at fred.zachau@newark.org

Page 1 of 1

ROGER BACON

From: FRED ZACHAU
Sent: Monday, November 06, 2006 1:09 PM
To: ROGER BACON
Subject: FW: news release-redlight cameras

File copy

From: JAMES LEAL
Sent: Thursday, November 02, 2006 5:04 PM
To: 'awoodall@angnewspapers.com'
Cc: FRED ZACHAU
Subject: news release-redlight cameras

Hi Angela,

Installation of the second Red Light Photo Enforcement System at the intersection of Cedar Boulevard and Mowry Ave. has been completed. This system will capture images of vehicles traveling East on Mowry Ave. and North on Cedar Blvd. The City will be starting a warning period at 0001 hours on Thursday October 26, 2006 and ending on Friday November 24, 2006. Violators captured during this 30 day warning period will receive a warning letter notifying them that their vehicle was photographed and recorded violating the red-light at this intersection. Violations after the warning period could result in a minimum fine of \$361.00

For further details, contact Newark Police Department Traffic Supervisor, Fred Zachau at 510-790-7224 or at fred.zachau@newark.org

11/7/2006



City of Newark
Police Department Press Release

For Immediate Release

February 7, 2007

**NEWARK POLICE ADDS AN ADDITIONAL PHOTO RED-LIGHT
ENFORCEMENT INTERSECTION**

In March of 2006, the City of Newark adopted a resolution to implement an automated red-light enforcement program as part of an overall traffic safety plan designed to reduce collisions, improve safety for motorists, raise public awareness and improve enforcement efforts. On Thursday February 15, 2007, the City of Newark will activate an additional automated enforcement camera system at the intersection of Newark Boulevard and Jarvis Avenue. This is the third intersection of several planned automated enforcement locations in the City of Newark.

The program uses an automated camera system which takes 4 photographs and a 12 second video to record the violation, driver and license plate of the vehicle. The camera system *only becomes active after the light has turned red*. Vehicles crossing the limit line or entering the pedestrian crosswalk after the light has turned red are detected automatically and the camera system records the images. The camera system at Newark Boulevard and Jarvis Avenue will capture images of vehicles proceeding straight, making a left turn, and making a right turn at the intersection, after the light has turned red.

All violators captured during the first 30 days will receive a warning letter notifying them that their vehicle was photographed and recorded violating the red-light at this intersection. The 30-day grace period is only for the intersection of Newark Boulevard and Jarvis Avenue and will begin at 12:01 a.m. on Thursday February 15, 2007 and run for a minimum of 30

days. Violators will begin to receive traffic citations in the mail for violations no sooner than Monday March 18, 2007, and will be responsible for paying \$361 for each violation.

For further details, contact Newark Police Department Traffic Supervisor, Fred

Zachau.

(510)790-7224 or at fred.zachau@newark.org



[4/5/2007]

City of Newark
Police Department Press Release

NEW APPROACH FOR RED-LIGHT ENFORCEMENT

Newark Boulevard at Jarvis Avenue

In March of 2006, the City of Newark adopted a resolution to implement an automated red-light enforcement program as part of an overall traffic safety plan designed to reduce collisions, improve safety for motorists, raise public awareness and improve enforcement efforts. The third intersection to be equipped with Red Light Camera's will be Newark Boulevard and Jarvis Avenue.

The program uses an automated camera system which takes 4 photographs and a 12 second video to record the violation, driver and license plate of the vehicle. The camera system *only becomes active after the light has turned red*. Vehicles crossing the limit line or entering the pedestrian crosswalk after the light has turned red are detected automatically and the camera system records the images. The camera system at Newark Blvd and Jarvis Ave will capture images of vehicles traveling North and South on Newark Blvd.

A 30 day warning period will end on April 9, 2007 and penalty citations will begin on April 10, 2007

Fines for a Red Light Violation are \$361. Drivers are reminded that an approach for a right turn that is regulated by a red light requires a complete stop. Specifics on this right of way condition can be located in the California Drivers License Handbook. This handbook can be located at your local DMV office or electronically at: <http://www.dmv.ca.gov/pubs/dl600.pdf>

For further details, contact Newark Police Department Traffic Supervisor, Fred Zachau. (510)790-7224 or at fred.zachau@newark.org

The Argus

LOCAL

theargusonline.com

City editor:
 Rob Dennis
 (510) 353-7014
 Fax: (510) 353-7029
 rdennis@argusnewspapers.com

Newark drivers: You'd best behave

■ City installing first red-light camera, but won't ticket initially

By Angela Woodall

Staff writer

S Newark — Drivers who run red lights won't be smiling for the kind of camera that Newark soon will be using to catch them. Instead, they will be facing a ticket.

Beginning on Thursday, the first of the city's red-light cameras will be activated at the intersection of Mowry Avenue and Cherry Street.

The public won't face ticketing for 30 days, however. Officers will receive a warning letter notifying them that their vehicle was photographed and videotaped running a red light. But Sgt. Ept. Z. they will have to pay \$361.

The city is planning to install as many as 10 camera systems in an attempt to reduce the number of vehicle collisions caused by red-light violations, Sgt. Fred Zachaus said. Police investigated 27 such incidents in 2004. Since installing the cameras in 2000, Fremont has seen a 41 percent

decline in crashes resulting from red-light violations, said Aaron Rosenber, vice president of sales and marketing for Redflex Traffic Systems. The company also operates the red-light cameras in Union City.

Newark has agreed to pay Redflex no more than \$6,000 per camera, per month, and never more than the actual amount collected from red-light violators.

The rate at which traffic lights change from yellow to red decreases with speed. In a 35-mph zone, the change occurs after 3.6 seconds; in a

40-mph zone, after 3.9 seconds; and in a 45-mph zone, after 4.3 seconds. Public Works Director Dennis Jones said those times are set by the state Department of Transportation.

Yellow-light timing that didn't meet the department's standards cost Union City nearly \$900,000 in expected revenue last fall. That figure included reimbursements to drivers who may have been wrongfully cited.

Police will give the public a 30-day warning period whenever they activate a new camera system.

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MIKE LUCIA — Staff photos

Entrance to the Newark Community Center. Stamps, Zywayne, Jawayne, and others. The celebration.

ed in Newark

unity, as well as the importance of remembering it. The keynote speaker, the Rev. Jesse Jackson, said, "Black history is important because we can't dare take a risk that young people don't know about our past. We can't take a risk; they don't know the sacrifices made."

The Black History Month observance, now in its 40th year, is hosted by the Afro-American Cultural and Historical Society. Jean Fichlin, one of the group's founders, said she has seen the event grow from its inception decades ago.

Running lights may put you in the red

■ Busy Newark intersection adds device to catch violators

By Ben Aguirre Jr.

STAFF WRITER

NEWARK — If you drive through a red light at the intersection of Newark Boulevard and Jarvis Avenue in the near future, don't be surprised to see the flash of a light bulb followed by a \$361 citation mailed to your home.

The city has installed a new red-light camera at the intersection after engineers tabbed it as one of the area's most traveled and potentially dangerous intersections, said Fred Zachau, police traffic sergeant.

"It's a high-volume, high-pedestrian-traffic intersection," Zachau said. "It's the top intersection for vehicular traffic."

The camera begins operating Thursday, and will activate when a vehicle enters the intersection after a light has turned red. It will take four photographs and a 12-second video of vehicles illegally making left and right turns or passing through the intersection, the sergeant said.

Violators will be given a 30-day grace period, but any violation thereafter is subject to a hefty citation, Zachau said.

The camera is the third one the city has installed since it adopted a resolution last March to implement the automated red-light enforcement program. The other intersections equipped with cameras are Cherry and Mowry avenues, and Cedar Boulevard and Mowry Avenue.

City engineers and police are studying a fourth intersection, Mowry Avenue and Alpinrose Court, near NewPark Mall, where another camera could be installed in the future.

The program was implemented in part to reduce the number of instances of pedestrians being hit by vehicles, as well as to reduce injury crashes caused by red-light violators, Zachau said.

Staff writer Ben Aguirre Jr. covers police and the courts for The Arqus. He can be reached at (510) 353-

"It's the top intersection for vehicular traffic."

Sgt. Fred Zachau
POLICE TRAFFIC

TUESDAY
April 10, 2007

Newest red-light cameras in Newark to click, ticket

■ Starting today, violators caught at intersection will get \$361 fine in mail

By Matthew Artz
STAFF WRITER

NEWARK — Exhibition season is over for the newly installed red-light cameras at the intersection of Newark Boulevard and Jarvis Avenue.

Starting today, violators caught on tape running a red light at the intersection will receive a \$361 ticket in the mail.

Newark already has installed cameras at Mowry Avenue and Cherry Street, and Mowry and Cedar Boulevard.

Police did not return phone calls Monday inquiring about the number of violators ticketed at those intersections.

In 2004, Newark police investigated 27 traffic collisions caused by someone running a red light, according to a city report.

The city has not yet determined if it will install cameras at additional intersections, Mayor Dave Smith said.

A report issued last year proposed that up to 10 intersections would be outfitted with red-light cameras.

Staff writer Matthew Artz covers Union City for The Argus. He can be reached at (510) 353-7003 or martz@angnewspapers.com.

• Summer 2006 •

Red light cameras

The red light running problem

In 2002, as many as 207,000 crashes, 178,000 injuries, and 921 fatalities in the U.S. were attributed to drivers running red lights. Between 1992 and 2000, fatal motor vehicle accidents at traffic signals increased 19%, outpacing the increase in all other types of fatal accidents. This type of traffic violation continues to rise with more than half of fatalities affecting other motorists and pedestrians. Many drivers have come to symbolize the yellow light as "hurry up" instead of "slow down".

Why my town?

Like many cities, the City of Newark is faced with increased traffic and not enough traffic officers to effectively enforce traffic laws to make our city streets safer. To curb this trend, the City of Newark will install red-light cameras to assist in the reduction of violations and accidents caused by red light running.

On March 9, 2006, the Newark City Council entered into a contract with Redflex Traffic Systems to provide red light photo enforcement in Newark beginning this summer. The intersections with cameras will be chosen based on an analysis of current violations, vehicle collisions, as well as police, engineering, and community concerns. Once the decision is made to implement automated enforcement at an intersection, a well-defined and governed process begins, including a 30-day warning period.

How does the red light camera work?

At its very basic level, the system is a series of cameras and flashes controlled by a computer, which determines when to capture images based on the speed of a violating vehicle. The system is only "armed" during the red light phase of the cycle, which eliminates the possibility of a non-violating capture.

These types of systems have been around for a very long time. The first automated enforcement system was introduced in the 1960's. Back then, regular 35mm camera film was used. Today's systems have joined the computer age and utilize full digital technology, making them reliable, accurate, and easy to maintain. Most red light camera systems operate from three simple principles: detection, calculation, and actuation.

The system must first detect that a violation is about to occur. This is done by induction loop technology, radar, or video detection. After having detected a violation, the system must then calculate the optimum timing for capturing the violation sequence, and then the system must actuate the system and using high speed digital technology, capture the violation with its high resolution cameras and video. All violations are then reviewed by the Police Department for accuracy and positive identification of the driver through the Department of Motor Vehicle's records, at which time they are approved or rejected.

If you have any questions or would like more information, you may contact Sgt. Fred Zachau at (510) 790-7224.

Child car seat inspections

In the interest of child safety, the Newark Police Department is proud to offer FREE child car seat inspections. The Newark Police Department has car seat technicians certified in child seat inspection. According to recent studies, over 90% of child seats are installed incorrectly. It is the goal of the Police Department to keep every child, traveling in a vehicle, safe.

A car seat technician checks to see if there have been manufacturer recalls, and inspects the car seat to ensure that it is installed in the safest way possible depending on the type of car seat; the age and physical size of the child; and the type of vehicle used to transport the child.



Free child car seat inspections are available to residents of Newark. Inspections for this free service are available between 10:00 am and 2:00 pm, Tuesday through Thursday. For an appointment please call (510) 742-4713 between 8:00 am - 5:00 pm or e-mail the Traffic Division at roger.bacon@newark.org with your name, street address, city, e-mail address, phone number, and additional information (age/height/weight of the child, year/make/model of your vehicle, and year/make/model of your child's car-seat).

Once your appointment has been made, bring your car seat owner's manual and your vehicle owner's manual along with the vehicle being used to transport the child to the appointment.

• 3 •

WEDNESDAY, September 6, 2006

LOCAL &

In Brief

► NEWARK

Men try to rob bank, flee empty-handed

Three men tried to rob a bank Tuesday morning, but fled when they approached two windows that were empty, police said.

The would-be robbers went into the Washington Mutual branch near Newark Boulevard and Jarvis Avenue about 9:30 a.m. and demanded money from clerks, Lt. Tom Milner said.

But when the employees told them the till was empty, the intruders ran out of the business, Milner said. They were last seen running on the west side of the bank.

The robbers were described only as black men in their 20s.

Anyone with information may call police at (510) 793-1400.

Call goes out for dogs to strut their stuff

Calling all glamorous and talented pooches for the Newark Days Celebration dog show on Sept. 17. Prizes will be awarded for best pet tricks, best owner/dog look-alike, and best dressed/costume.

The deadline for entering the contest is Friday. There is no entry fee. Canine contestants must have vaccination shots and a dog license to be eligible.

Entry forms are available by visiting the Web site www.newarkdays.org or at the Newark Public Library, Community Center, Silliman Center, Chamber of Commerce and League of Volunteers office. Call (510) 793-5683.

30-day grace period for running lights ends

Drivers recorded running red lights by the city's red-light

camera at the intersection of Mowry Avenue and Cherry Street now will face a \$361 ticket.

Previously, police sent violators a warning letter during the 30-day grace period, which ended Tuesday.

► FREMONT

Tee-off at Ohlone golf tournament

Ohlone College is celebrating its 40th anniversary with a golf tournament on Sept. 18 at Castletown Country Club, 707 Country Club Circle in Pleasanton.

Lunch and a putting contest will begin at 11 a.m., followed by tee-off at 12:30 p.m. Raffles and auctions will be held during the event sponsored by Fremont Bank and the Ohlone College Foundation. After the tournament, former San Francisco 49ers linebacker and Ohlone

Increase in taxes, decrease in pests?

► TAX, from Local 1

The tax pulls in about \$2.6 million a year, Pitcher explained.

That result happens if all property tax bills are paid and the county doesn't have to resort to collections for tax scofflaws.

The income isn't enough to cover overhead costs, such as contractual salary raises and operating expenses.

"The cost of gasoline, of running cars, is killing us," Pitcher admitted.

An election could cost \$750,000 for mailing, consulting and other election expenses. County supervisors must approve all costs and service contracts in order for the vote to occur.

Vectors are any animals capable of transmitting disease or injury.

In 2005, vector control officers responded to 814 requests to eradicate roof rats, 366 wasp and 234 honeybee complaints, and 370

calls for help with insects such as lice and ticks.

Another 1,077 calls came in about wildlife problems, including infestations of raccoons, squirrels, skunks and opossums. District employees also responded to 371 calls to help eliminate garbage, junk cars and manure, which can attract rodents and flies.

The largest number of service requests come from Hayward, San Leandro, Alameda and Pleasanton. Newark, San Lorenzo, Albany and Piedmont make the fewest calls.

Oakland pays a higher rate to cover the cost of two extra vector control officers, the result of a rat infestation in city sewers two decades ago.

Higher rates also are paid in all areas zoned for multiple homes, commercial uses, hotels, mobile home parks and large rural properties.

Arts & Entertainment

MUSIC

Music at the Mission presents

Blair Lindsay and symphony violist Eleanor Angel. A pre-concert talk by Tordin Blair Lindsay

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City of Newark
Police Department

Press Release

NEW APPROACH FOR RED-LIGHT ENFORCEMENT

Mowry Avenue and Cedar Boulevard.

In March of 2006, the City of Newark adopted a resolution to implement an automated red-light enforcement program as part of an overall traffic safety plan designed to reduce collisions, improve safety for motorists, raise public awareness and improve enforcement efforts. The second intersection to be equipped with Red Light Camera's will be Mowry Avenue and Cedar Boulevard.

The program uses an automated camera system which takes 4 photographs and a 12 second video to record the violation, driver and license plate of the vehicle. The camera system *only becomes active after the light has turned red*. Vehicles crossing the limit line or entering the pedestrian crosswalk after the light has turned red are detected automatically and the camera system records the images. The camera system at Mowry Ave and Cedar Blvd will capture images of vehicles traveling west on Mowry Ave and North on Cedar Blvd.

Once construction is completed there will be a minimum of 30 days which will be the warning period. Violators captured during this 30 day period will receive a warning letter notifying them that their vehicle was photographed and recorded violating the red-light at this intersection. The 30-day grace period for this intersection will be announced in the near future. Fines for a Red Light Violation are \$361.

For further details, contact Newark Police Department Traffic Supervisor, Fred Zachau.
(510)790-7224 or at fred.zachau@newark.org

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Oakland Tribune, The (CA)

Speeders in Newark's sights

March 9, 2006
Section: Review
Linh Tat, STAFF WRITER

NEWARK — Red-light cameras may be going up at 10 locations throughout Newark, including the Mowry Avenue/Cedar Boulevard intersection and the Cherry Street/Mowry Avenue intersection. Cars zooming through other intersections may be videotaped as well to determine if cameras should be installed there, too.

Plans have not been finalized, but City Council members will vote today whether to contract with Redflex Traffic Systems for the camera services.

The proposed contract would have the city paying no more than \$6,000 per camera per month to Redflex, and never more than the actual amount collected from red-light violators.

Newark police investigated 27 vehicle collisions caused by red-light violations in 2004, according to a city staff report to council members. Injuries were reported in 10 of those incidents.

In 2003, the state Department of Transportation reported that red-light violations had decreased by up to 60 percent at intersections with cameras, according to the report.

If the city implements the program, all three jurisdictions in the Tri-City area will have red-light cameras in operation.

In addition to the cameras, council members today will weigh in for the first time on what capital improvement projects the city plans to fund next fiscal year.

Among the list of projects that city staff is recommending is the expansion of the senior center.

City staff members have proposed that the existing building be expanded by more than

50 percent, to 6,800 square feet, and that the parking lot be expanded to fit 44 vehicles —

20 more spaces than the current capacity.

Because the city can't afford the \$6.8 million needed to build a new senior center, the city staff is recommending expanding the existing building, at a cost of \$304,000.

"Sometimes you have to wait a long time for your dream building," assistant city engineer Peggy Claassen said. "There is interest in providing immediate relief, but not to give up hope on a future senior center."

Despite some residents' desires for a dog park, it is not among the list of recommended projects.

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City employees will use input from council members and the public, gathered at today's meeting, to finalize the list of projects for the next two years.

Staff writer Linh Tat can be reached at (510) 353-7004 or ltat@angnewspapers.com.

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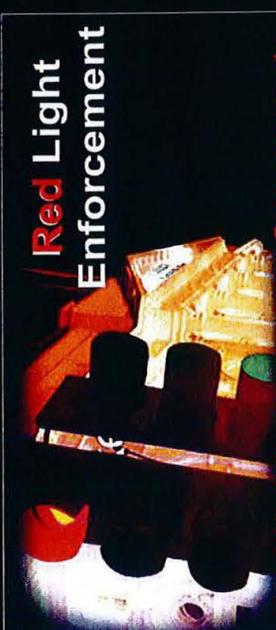
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Red Light Enforcement



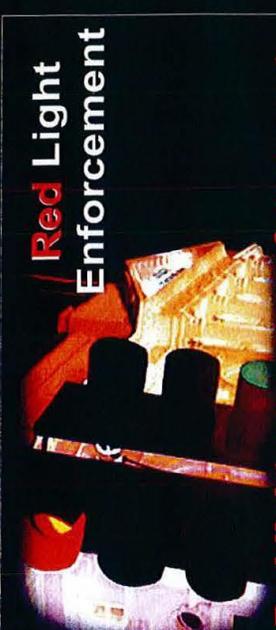
Red light camera enforcement

The City of Newark will activate its first automated enforcement camera system at the intersection of Cherry Street and Mowry Avenue.



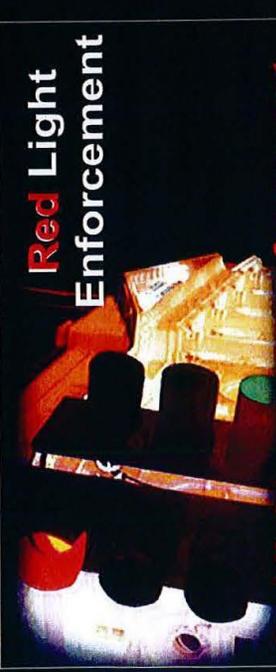
Red Light Enforcement

Red light camera enforcement
This will be the first of several planned automated enforcement locations in the City of Newark that will be installed during this year.



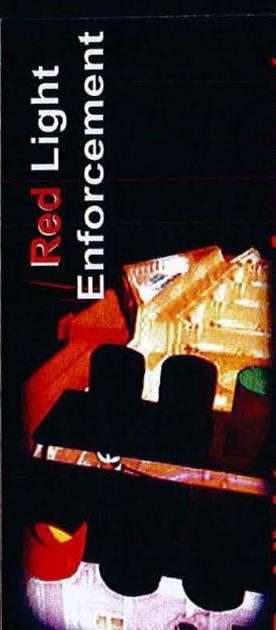
Red Light Enforcement

Red light camera enforcement
All violators captured during the first 30 days will receive a warning letter notifying them that their vehicle was photographed and recorded violating the red-light at this intersection.



Red Light Enforcement

Red light camera enforcement
Violators can begin to receive traffic citations in the mail for violations no sooner than Saturday, September 2, 2006, and be responsible for paying \$361 for each violation.



Red Light Enforcement

Red light camera enforcement
Please be aware of this enforcement effort and remain cautious through the intersection.



Newark traffic-light cameras make some see red

By Chris De Benedetti
Oakland Tribune

Posted: 02/02/2011 12:00:00 AM PST

Updated: 02/02/2011 07:42:58 AM PST

NEWARK -- A picture may or may not be worth 1,000 words, but for Newark motorists caught running a red light, it's not open for debate.

That particular picture, taken at one of the city's five traffic-light cameras, is worth nearly \$500 and a traffic citation.

And that fact has at least one Tri-City area motorist seeing red -- and Newark officials strongly disagreeing with him.

Roger Jones, a retired Fremont resident, is calling for Newark to get rid of red-light cameras installed in recent years because he said the cameras have failed to reduce the number of auto collisions.

But, as Newark is getting ready to renew its agreement with Redflex Traffic Systems Inc., Jones has waged a one-man crusade against the camera systems, repeatedly telling local officials why the program started in August 2006 should be dropped.

While the citation revenue generated from the cameras may aid increasingly cash-strapped cities, they badly hurt a city's quality of life by making residents feel unwelcome on their own roads, Jones said.

Also, Newark police could aid local drivers and improve traffic safety by adding a bit more "yellow-light-time" on the city's traffic lights, he said.

Jones points to the 57,275 citations issued in the program's 4½ years as being overkill. Chief among Jones' complaints is that the red-light citations are a sign of what he calls "gotcha government," where cities cynically place generating revenue

over traffic safety.

"The money from the cameras is so enticing but it doesn't improve public safety," Jones said.

Newark police officials strongly disagree, saying that Jones is well-intentioned but

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simply doesn't have his facts straight.

"This program was never about money; it's always been about improving overall traffic safety in Newark," Cmdr. Bob Douglas said.

For example, only 27,651 people -- less than half of those originally cited -- end up being fined, Douglas said.

The program generated \$2.7 million in gross revenue from 2007-10, with around \$1.5 million going to Redflex, according to Newark police.

"The program is cost-neutral; it's a pay-for-itself kind of deal," Douglas said.

Newark officials also dispute comments made about yellow-light timing, saying that the timing is set based on state standards, in addition to consultation with Newark's engineering department.

In addition, Newark has set its yellow-light timing for 4.3 seconds at camera-installed intersections with a 35 mph limit -- seven-tenths of a second above the state minimum for that speed limit, police Chief Jim Leal said.

"If the timing were below or above that, it would negatively affect traffic flow," Leal

said.

Newark police studied which intersections were the worst problem areas in terms of auto collisions before deciding where to place the red-light cameras.

"We didn't just blanket the city," Leal said. "We chose intersections specifically where we had high accident counts."

Newark placed the Redflex cameras at five approaches at three intersections. They are:

- Cherry Street and Mowry Avenue;
 - Northbound Cedar Boulevard and Mowry Avenue;
 - Westbound Mowry Avenue and Cedar Boulevard;
 - Northbound Newark Boulevard and Jarvis Avenue; and
 - Southbound Newark Boulevard and Jarvis Avenue.
- Since installing the cameras in 2006, each intersection has seen a large decrease in auto collisions, Leal said. According to police statistics, where there were 46 collisions at those three intersections from 2001-05 -- the four-year period before cameras were installed -- there were just 23 from 2006-10, years after cameras were added. "We've had dramatic, dramatic reductions," he said. There is one statistic where red-

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light-camera critics and police find common ground: the citation fee, which now is \$476."A red-light violation is very hazardous, but I don't know that a \$476 fine is necessarily a justifiable dollar amount," Douglas said. That \$476 yields only about \$160 per citation for Newark, once the approximately 15 state and county assessments are levied on the original fine, Douglas said. "This program has always been about the safety aspect for us," he said. "There's still a human aspect to this."

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Newark

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Will Red Light Camera Contract Extension Be a Go?

The City Council is expected to consider a plan this month to approve a new contract with the company that manages the city's red light cameras

Posted by [David Mills](#) (Editor), April 4, 2011 at 02:08 pm

91 Comment Recommend

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- [Patch is Giving Away 100 Alameda County Fair Tickets](#)

"We decided to take the extra time to negotiate a better deal for the city," said Chief Jim Leal.

The program began in August 2006 with the installation of the first couple of cameras. The city had the option to have up to 10 installed, but they limited it to five. Leal said they chose only the most dangerous intersections.

"We put them in locations where traditional traffic enforcement doesn't work," the chief said.

The cameras are now located at:

- Northbound Newark Boulevard at Jarvis Avenue
- Southbound Newark Boulevard at Jarvis Avenue
- Westbound Mowry Avenue at Cedar Boulevard
- Northbound Cedar Boulevard at Mowry Avenue
- Cherry Street and Mowry Avenue

Leal said the red light cameras have significantly reduced the number of collisions as well as the number of red light runners at all intersections.

He said there were 300 red light violators a month at the northbound Newark Boulevard location before the cameras were installed. There are now 25 to 30 violators a month.

At the southbound Newark Boulevard juncture, there were 5,018 red light runners the six months before cameras were installed. There were 1,707 violators the past six months.

Along northbound Cedar Boulevard, the number has dropped from 3,095 to 1,877.

Along westbound Mowry Avenue, the violations have been reduced from 2,225 to 1,591.

And at Cherry and Mowry, the number has decreased from 306 to 230.

In fact, Leal said the program has been such a success they may ask Redflex to turn off the camera on northbound Newark Boulevard because drivers seem to have become accustomed to obeying the traffic signals. The camera can be turned back on if violations start to rise again.

The chief said there is no doubt the cameras have had an impact. The collisions at three of the intersection dropped from 46 in 2001 to 2005 to 23 in 2006 to 2010.

"If we saved one life, then the program has been a success," Leal said.

Not everyone agrees.

Rick Bensco, a Newark resident who is vocal on traffic issues, said there is conflicting information on whether red light cameras actually make intersections safer.

He said the cameras might reduce the T-bone type of accidents, but they can increase the number of rear-end collisions.

Bensco said studies have shown 90 percent of collisions at red lights happen when a driver is making a right turn.

He said having more crossing guards is a better solution.

However, Mona Taplin, a Newark resident active in community issues, said the cameras have definitely reduced the number of red light runners.

"It's a good idea. It has slowed down the red light violators," she said.

City Manager John Becker agrees. He says the statistics back it up, too.

"There's no doubt the cameras have been absolutely beneficial in Newark," Becker said.

He notes the cameras are particularly important in tight budget times when city services are being reduced.

"We have limited police resources," he said. "We can't be at every intersection. They are a godsend."

Accidents aside, Bensco also has a problem with the \$476 fine that comes with a red light violation. He notes it takes someone earning \$10 an hour 47 hours to pay off the ticket.

"The fine for running a red light is morally incomprehensible," said Bensco. "Is this a safety issue or is it a revenue-generating issue?"

Taplin disagrees. She thinks the fine fits the crime.

"If you run a red light, you should pay and pay enough to make you not do it again," she said.

Becker and Leal are more sympathetic. They agree \$476 might be a bit high, but they say state officials set traffic fines and they've been increasing them every year.

Over the past five years, Newark's red light cameras have captured 57,275 potential violations. Of those, 34,589 notices were produced and 27,651 tickets were mailed out.

Those tickets have generated \$2.7 million in revenue. The city has paid Redflex a flat fee of \$1.5 million during the five-year program.

The state takes the bulk of the leftover revenue, using it mostly in the justice system for courthouse employees, DNA testing and other programs.

The city receives about a third of the money. Becker said they've been getting about \$200,000 a year that goes into the general fund. The money, he said, has helped keep some police services that might otherwise have been cut.

He said the contract states the red light camera program must be at least revenue neutral. So far, it has brought in more than it has cost.

Becker said he expects city staff will recommend the contract the police department brings them when they take the issue to the [City Council](#) later this month.

Comments

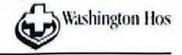
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 **Roger** April 9, 2011 at 09:12 pm



The perfect gift for the woman in your life
We're bringing back our popular Mother's Day Massage Special. Buy mom a gift certificate for our special 50-minute for \$50 (a \$70 value). On sale now through the month of May, you can treat your mom, sister, girlfriend or yourself to
Washington Wellness Center - 2500 Mowry Ave, Washington West. Suite 150
To make an appointment call 510-608-1301



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Council Gives Green Light to Red-Light Camera Contract

Also during Thursday night's city council meeting, city leaders honored a 2011 National Merit Scholarship finalist from Newark Memorial.

Posted by [Kris Vera-Phillips](#), April 15, 2011 at 01:06 pm

24 Comment Recommend

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<http://newark.patch.com/groups/politics-and-elections/p/council-gives-green-light-to-red-li...> 6/27/2013

Tri-Cities residents sounded off on Newark's contract renewal with a red-light camera operator and elected leaders recognized a Newark student for his academic accomplishments during Thursday night's city council meeting.

All council members approved a resolution to continue using Redflex Traffic Systems, Inc. for [Newark's red light photo enforcement program](#).

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Commander Bob Douglas presented the police department's review of the program with Redflex cameras since the council first authorized the program in March 2006.

"They're proactive and efficient," Douglas said. "If they save the life of a son, daughter, loved one, then we believe the program has value to our system."

Douglas also cited a February 2011 report by the [Insurance Institute for Highway Safety](#) in which researchers concluded that camera enforcement reduced the rate of deadly collisions caused by running red lights by 24 percent in 14 large cities.

You may download the full report [here](#).

The police department presentation showed red-light camera videos of drivers traveling through red lights at Newark intersections. In one video from the intersection of Cherry Street and Mowry Avenue, a car makes a right turn in the middle of a red light and it looks as if the vehicle nearly hits a pedestrian on the crosswalk and an AC Transit bus picking up riders.

Newark resident Michael McClary was one of the 11 community members who took the podium during the public comment period. McClary commented on the video clips that shocked everyone in the room.

"I watched that horror show," McClary said. "Every last one of those filmed by a camera indicated to me that they did not prevent those horrors."

Some Newark residents questioned several issues with the red light camera program: from the cost savings to whether the system was fair to drivers.

Newark resident John Prokop said he has seen the light at the Mowry Avenue and Cherry Street change from red to green about three times as he approached the intersection.

"People in Newark don't wake up and say, 'how many red lights can I run today?'" Prokop said. "If intersections are not working well, if you have to figure out why."

UCYSL LAST EARLY REGISTRATION DISCOUNT

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Announcements June 27, 2013 at 01:28 am

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Announcements June 27, 2013 at 01:27 am

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Newark
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A Union City resident and a Fremont resident also spoke.

Fremont resident Roger Jones said Newark needs protection if state law on red-light cameras changes.

"Who is to say that some individual gathers the few hundred signatures necessary to put the whole camera business to a public vote. Who has calculated that cost?" Jones said. "Newark could owe even more. Fifteen times has photo enforcement been put to a public vote in this country and fifteen times it has lost."

Last week, Jones weighed in on the

Newark resident Tim Jones says he supports the red-light camera program.

"I ride my bicycle around Newark at least three times a week," he said. "I've been run off the road, knocked off my bike. I'm going to be a statistic. Now, if people say that (paying the) \$476 fine is more important than me getting run over, then I'd like to talk to them."

Newark Police Chief Leal Jim Leal acknowledged that the \$476 fine is high. He also said the fee is set by state officials.

"The fine is high. I don't necessarily agree that the fine needs to be that high," Leal said. "If they want to focus on something that makes sense, focus on legislation that makes sense, focus on the fine itself. The fine is high, but it's outside of our control."

You may review Newark's red-light camera documents and other agenda items [here](#).

Before the traffic camera hearing, a city proclamation united elected leaders and community members in celebrating a senior.

Nearly everyone gave a standing ovation to 16-year-old Kuhuk Goyal after Mayor David Smith presented the city's commendation for his long list of achievements, including being named a 2011 National Merit Scholarship finalist.

From his research work at U.C. Berkeley and Stanford University to his musical projects, Newark Patch featured Goyal in a [Teen Tuesday column](#) in January.

Goyal gave Cal alums another reason to cheer last night. When the mayor asked him about his plans after graduation, Goyal announced he decided to attend U.C. Berkeley in the fall.

"We wish you all the best and we want to you to use some of your talent here in Newark," Smith said. "We need young people like you to keep us old people inspired."

He added: "We may be looking at our next mayor... I'm glad he's only 16."

Also at Thursday night's meeting:

- Council members agreed to reschedule a public hearing to consider a property owners' objection to the 2011 Weed Abatement Program to April 28. The hearing was set for last

UCYSL LAST EARLY REGISTRATION DISCOUNT

UCYSL-35 YEARS OF SOCCER TRADITION IN UNION CITY!UCYSL (Union City Youth Soccer League) is the...



Announcements June 27, 2013 at 01:26 am
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There I was taking a stroll thru a neighborhood near my own when I happened upon a Newark...

Speak Out June 25, 2013 at 04:42 pm
4 2 James Nelson

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Newark Stupid Again

This morning I received calls from friends who do not live in Newark warning me about a rape...

Speak Out June 25, 2013 at 03:46 pm
Nadja Adolf

night, but the public hearing notice was not published in a local paper due to issues with its production department.

- Council members accepted the completed HVAC upgrade work at Newark Community Center by Cal-Bay Construction. They also accepted a recommendation for Mike Yorks Investigations to conduct pre-employment background checks on public safety candidates.
- Council members agreed to take a summer recess during August, 2011. They also approved the reappointments of four members of the Senior Citizen Standing Advisory Committee: Isabel Ash, Carol McCarty, Mary Hammock and Margrith Reichmuth.

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Rick Bensco April 15, 2011 at 04:59 pm

The Mayor had a hard time understanding that over \$13,000,000.00 is leaving Newark's economy and the negative impact that has on all of us. If both John Becker and Capitan Leal feel the price of the ticket is to high at \$476 why impose those tickets on the citizens of Newark? They say what can they do? Easy don't use the cameras. The point was made if it saves one life it is worth it! Yet the Mayor and city council didn't seem so concerned when they stopped the crossing guard program in Newark. Still the crossing guard program has not been resolved to this day. Massive ticketing has not stopped red light or red turning. Better

Just finished this article and I'm curious what you think....



Speak Out June 25, 2013 at 03:16 pm

7 Adam Moe

OPTIMISTS MOVE FIREWORKS STAND

The Newark Optimist Club has moved it's fireworks stand to a new location at the First...

Announcements June 25, 2013 at 03:02 pm

1 Russell Blowers

ALAMEDA COUNTY WATER DISTRICT TREATMENT OPERATORS PLACE 2ND...

In a national competition held in Denver, Colorado on June 10 and 11, Alameda County Water...

Announcements June 25, 2013 at 02:30 pm

Alameda County Water District

NEWARK POLICE DEPARTMENT GUIDELINES FOR SCREENING VIOLATIONS

Section 21455.5(c)(1) of the California Vehicle Code states, in part; **Only a governmental agency, in cooperation with a law enforcement agency, may operate an automated enforcement system. As used in this subdivision, "operate" includes all of the following activities:**

- (1) Developing uniform guidelines for screening and issuing violations and for the processing and storage of confidential information, and establishing procedures to ensure compliance with those guidelines.**

A mandate has not been established requiring these "guidelines" be written or dated. For courtroom testimony purposes, authorized police employee's apply the following screening considerations when reviewing red light camera violation:

Suggested Considerations When Screening Violations

1. Does the incident contain all 4 required photographs?
2. Are the traffic signals in the Scene A & Scene B (pre & post violation) photographs in their red phase?
3. Does Scene A (pre-violation) photo clearly show the vehicle placement before the limit line or crosswalk?
4. Does Scene B (post-violation) photo clearly show the vehicle entered the intersection?
5. Is the driver's photo clear enough to identify the driver, either in person or with a soundex photo from DMV?
6. Is the license plate photo clear?
7. Is the data bar information complete?
8. Does the video (if exists) corroborate the photographic evidence?
9. Is the Registered owner information (name, address) for the driver/vehicle complete? If not, complete the information by conducting a DMV search.

After evaluating an incident, the authorized police employee may accept the incident and issue a citation or reject it for any deficiencies listed in items 1 through 9 or any other mitigating circumstances. The decision to accept or reject an incident is at the discretion of the viewing employee.

When the reviewing employee accepts a violation a notice to appear is generated and mailed by our vendor Redflex Traffic Systems, Inc. Upon notification of a court trial, a court package is generated by Redflex. Upon receipt of the court package from Redflex, the evidence is presented & the violator prosecuted in court. Upon completion of a court trial, the court package is retained and filed in a secured location at the Newark Police Department for up to a maximum of 6 months. Unless an appeal is pending, the court package is destroyed by a Newark police employee in a manner that protects the confidentiality of the person included in the record. All citations that do not go to trial are destroyed by Redflex 6 months after final disposition.

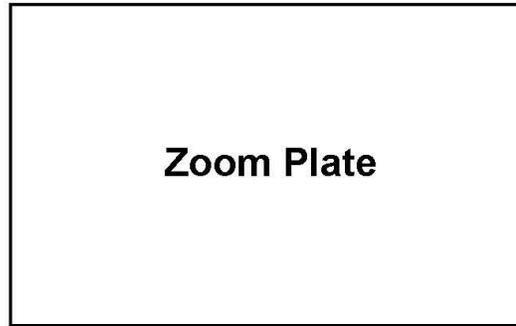
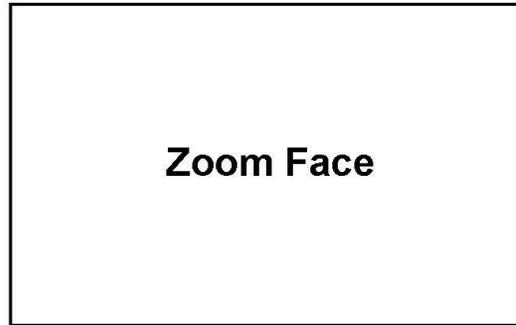
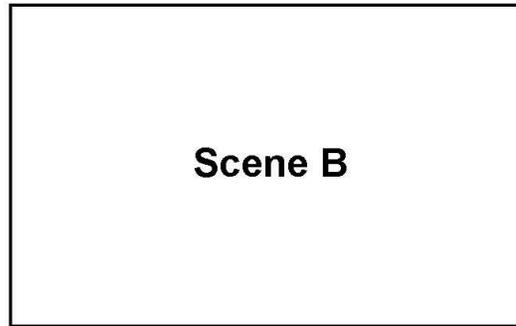
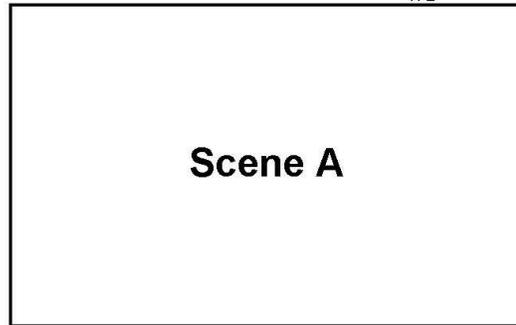
NOTICE OF TRAFFIC VIOLATION

172

The City of Newark Police Department

NOTICE TO APPEAR Automated Traffic Enforcement {CITATION NO}

| | | | |
|---|---|--|---|
| DATE OF VIOLATION | | TIME | |
| NAME (FIRST, MIDDLE, LAST) | | | |
| ADDRESS | | | |
| CITY | | STATE | ZIP CODE |
| DRIVER LIC. NO. | STATE | CLASS | COMMERCIAL <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | | AGE | BIRTH DATE |
| SEX | HAIR | EYES | HEIGHT |
| | | | WEIGHT |
| VEH. LIC. NO. | | STATE | <input type="checkbox"/> COMMERCIAL VEHICLE (Veh. Code, § 15210(b)) |
| | | | <input type="checkbox"/> HAZARDOUS MATERIAL (Veh. Code, § 353) |
| YR. OF VEH. | | | |
| MAKE | | BODY STYLE | |
| REGISTERED OWNER OR LESSEE | | | |
| ADDRESS | | | |
| CITY | | STATE | ZIP CODE |
| CODE AND SECTION | | DESCRIPTION | |
| LOCATION OF VIOLATION City/County of Occurrence At Newark/Alameda | | | |
| <input checked="" type="checkbox"/> VIOLATION WAS NOT COMMITTED IN MY PRESENCE. THE ABOVE IS DECLARED ON INFORMATION AND BELIEF AND IS BASED ON PHOTOGRAPHIC EVIDENCE. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THE FOREGOING IS TRUE AND CORRECT. | | | |
| DATE ISSUED | DECLARANT |  SIGNATURE | ID NO. |
| YOU MUST RESPOND TO THE COURT ON OR BEFORE | | | |
| WHEN: | Date: | Clerk's Office Hours Monday - Friday 8:30 AM - 4:00 PM | |
| WHAT TO DO: | FOLLOW THE INSTRUCTIONS ON THE REVERSE | | |
| WHERE: | Alameda County Superior Court Fremont Hall of Justice Alameda County Traffic Court 39439 Paseo Padre Parkway Fremont, CA. 94538 510-818-7502 | | |
| Judicial Council of California Form Rev. 09-20-05 (Veh. Code, § 40518) | | SEE REVERSE TR-115 | |



Certificate of Mailing

I, {name_of_mailer}, of Redflex Traffic Systems Inc, 23751 North 23rd Avenue, Suite 150, Phoenix, Arizona 85085, do certify that I am over 18 years old and not a party to the above entitled case. On {Print_Date} I placed this Notice to Appear in an envelope addressed to the registered owner or lessee as shown above, sealed it and deposited the envelope in a United States Postal Service receptacle located in Phoenix, Arizona. In the ordinary course of business, the envelope is sealed, affixed with proper postage and mailed. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dated:



Signature of Mailer
(Code of Civil Procedure 1013a [3], 2015.5)

Important – Read Carefully

This Citation Is Based on Photographic Evidence

The vehicle identified on the front was photographed in violation of a traffic signal or sign.

You may see the photographs. Contact Newark Police Department (510) 578-4713.
You may see the photographs online at: www.photonotice.com (city code: **NEWWRK**).

For more information about the evidence in this case, you may contact the issuing agency, Newark Police Department by telephone at: (510) 578-4713 or in person at: 37101 Newark Blvd, Newark, CA 94560 on Monday - Friday (except holidays) by appointment.

If you were not driving the vehicle at the time of the violation, contact the Newark Police Department or complete the enclosed 'Affidavit of Non-Liability' form to identify the driver and return as requested.

WHAT TO DO

You have been issued a citation that charges you with a traffic infraction. You must respond by following one of the procedures below by the date on the front (see "WHEN"). If you do not, you may lose your license to drive, and your money penalties may increase.

1. If you do NOT contest the violation

a. (Pay the bail amount) (See "BAIL INFORMATION" below) Your bail will be forfeited to the court. You will not have to appear in court. You will be convicted of the violation, and it will appear on your record at the Department of Motor Vehicles (DMV). A point count will be charged to your DMV record for this offense and your insurance may be adversely affected.

b. (Traffic school) You may be able to avoid the point count and adverse affect on your insurance by attending traffic school. Contact the court to request traffic school. You must pay the bail amount, and you may have to pay other fees.

2. If you contest the violation (select one)

a. (Court trial) Send a certified or registered letter not later than five days prior to the appearance date, or come to the court by the appearance date to request a court trial on a future date when an officer and witnesses will be present. You will be required to submit the bail amount. You will be given a date for your trial.

—OR—

b. (Trial by written declaration) Send a certified or registered letter postmarked not later than five days prior to the appearance date, or come to the court on or before the date on the front and request a trial by written declaration. **Submit the bail amount.** You will be given forms to allow you to write a statement and submit other evidence without appearing in court. An officer will also submit a statement. The judicial officer will consider all of the evidence at the same time and decide the case.

WRITING TO THE COURT

If you write to the court, always write the citation number and your driver license number on your letter. Use of certified or registered mail is required. **Do not send your copy of the citation.** Keep it for your own records.

BAIL INFORMATION

The "bail" is the amount you must pay or deposit for the charged violation.

Bail Amount: \$_____ You will receive a courtesy notice from the Alameda County Superior Court with the bail amount and further instructions. If you do not receive this notice within 30 days, please contact the court.

Make the check or money order payable to **The Clerk of the Court.**

Write the citation number and your driver license number on your check or money order. You may deposit the bail in person or by mail.

NIGHT COURT TRIALS are not available for this citation.

JUVENILES

If you are under 18, you must be accompanied by your parent or guardian when you appear in court. Bring this citation and your driver license.

ONLINE INFORMATION

You may obtain additional information at:

www.alameda.courts.ca.gov/courts

INSTRUCTION PAGE

Reason You Received This Notice

A vehicle registered in your name was videotaped failing to stop for an official red traffic control signal, or the registered owner of the vehicle shown in this citation has submitted an Affidavit naming you as the driver of the vehicle at the time of the offense. This is a violation of the State of California Vehicle Code Section 21453(a) or (c) pursuant to Section 21455.5.

Right to view Video

- Notice recipients may view the video of the violation online at: www.photonotice.com (city code: NEWRK). Citizens may use computers in the public libraries or the police department lobby to access the website.
• You may also view the violation images and video at the Newark City Police Department by appointment on Thursdays from 9:00am-12:00pm. Please call (510) 578-4713 to schedule an appointment. The Newark Police Department is located at 37101 Newark Boulevard.

OptionsTo Resolve This Complaint

You may receive a courtesy notice from the court within 10 days informing you of options for resolving this violation. The courtesy notice will specify the bail amount, and whether you are eligible for traffic school, and if so, the required fees. These options are explained on the back of the citation.

If you do not receive a courtesy notice from the court, you must still appear in court ON OR BEFORE {insert date}. If you do not respond, the Department of Motor Vehicles (DMV) may suspend your license, your money penalties may increase, and/or the DMV may refuse to renew your driver's license. (CVC §40509, CVC §12807, CVC §4760.1)

IF YOU WERE NOT THE DRIVER, complete the Identify New Driver form below and return it in the enclosed envelope by <<insert mailing date plus 10 days>>. You must complete all the information regarding this citation for your name to be considered for dismissal. If you do not complete all the required fields, this citation will remain in your name.

For more information regarding this notice, your options, and automated photo traffic enforcement, call the Toll Free Information Line at 1-877-84SAFE-T between the hours of 9AM - 4 PM (MST).

Identify New Driver - IF YOU WERE NOT THE DRIVER Citation #: <<Enter #>> City of Newark/ Ciudad de Newark

IDENTIFICAR NUEVO CONDUCTOR, SI USTED NO CONDUCÍA Name: <<Enter Name>>

- CHECK ONE: MARQUE UNO
I sold the vehicle prior to the violation date to the person named below
Antes de la fecha de la infracción vendí el vehículo a la persona nombrada abajo
The person named below was the driver of the vehicle
La persona nombrada abajo conducía el vehículo

Print Actual Driver/New Owner's Name: Conductor Correcto/Propietario Nuevo (Escriba el nombre con letra de molde) Driver's License / ID No: Licencia de Manejar/ Núm. I.D.

Address: Domicilio Issued in the State Of: Expedida en el Estado de

City, State, ZIP Code: Ciudad, Estado, Clave Postal Date of Birth: Fecha de Nacimiento

Gender: Sexo Hair: Cabello Eyes: Ojos Height: Altura Weight: Peso

DECLARATION / DECLARACIÓN
I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.
DOY FE BAJO PENA DE PERJURIO QUENTERIOR ES CIERTO Y CORRECTO.

Signature / Firma: Print Name / Nombre con letra de imprenta:

Your Phone Number / Su teléfono: () - Date / Fecha:



City of Newark

RED LIGHT CAMERA ENFORCEMENT PROGRAM

WARNING LETTER ONLY - RED MEANS STOP

The California Legislature has enacted legislation authorizing cities to use automated enforcement systems to issue Citation Notices for red light traffic violations. The City of Newark has therefore begun a photo red light traffic enforcement program as a major effort to reduce the number of accidents and associated injuries and deaths due to red light violations.

The program uses automated camera systems and sensor devices to detect vehicles entering the intersection during the red light phase. The camera system is *only active when the light is red*. Vehicles crossing the stop bar or entering the pedestrian crosswalk after the light turns red are detected automatically and the camera system records images of the violator, vehicle and surroundings. On each image of the violation is the date, time, location, and the time into the red signal when the violation occurred.

A vehicle registered in your name was noted to be in violation of the California Vehicle Code Section 21453(a) or (c) pursuant to Section 21455.5. The information below describes the vehicle photographed violating the traffic signal:

Location:

Date of Violation:

Time:

License Plate #:

This letter is being sent to you *as a courtesy* during the first 30 days of the program, to remind you to drive defensively, and to adhere to all traffic laws.

You do not need to respond to this letter.

For more information please call Toll-free 1-877-84SAFE-T (1-877-847-2338)

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FILED
LOS ANGELES SUPERIOR COURT
FEB 22 2006
JOHN ADAMS, CLERK
BY K. ALSANA, DEPUTY

APPELLATE DIVISION OF THE SUPERIOR COURT
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

| | |
|------------------------------------|------------------------------|
| PEOPLE OF THE STATE OF CALIFORNIA, |) BR 043886 |
| Plaintiff and Respondent, |) Beverly Hills Trial Court |
| v. |) No. WX98334 |
| LAWRENCE C. SMITH, |) |
| Defendant and Appellant. |) MEMORANDUM JUDGMENT |

This cause having been submitted for decision, and fully considered, judgment is ordered as follows:

The judgment is affirmed.

Following a court trial, defendant and appellant Laurence C. Smith (defendant) was convicted of violating Vehicle Code section 21453, subdivision (a), failing to stop for a red signal. The trial court imposed a fine of \$340 and applied defendant's cash bail to the fine. Defendant timely filed notice of appeal.

FACTUAL AND PROCEDURAL BACKGROUND

Defendant was issued a citation under the provisions of the automated traffic enforcement system. (Veh. Code, §§ 21455.5-21455.7.) The citation alleged that the violation was based upon photographic evidence taken on June 14, 2004, at 7:15 p.m., at the location described as "E[ast]B[ound] Sunset & La Cienega."

1 On August 9, 2004, defendant signed and filed a written "Request for Trial,"
 2 indicating his intent to plead not guilty to the charge. His arraignment and trial were
 3 scheduled for October 14, 2004. The record on appeal includes a document entitled
 4 "Infraction Trials - Notes to Litigants," which includes various questions and answers,
 5 including the following: "Will the officer who wrote the citation be in court? [¶] The
 6 officer will be subpoenaed to appear in court. In most cases, he or she will appear. In
 7 some cases, unavoidable circumstances may prevent or delay his/her appearance. If the
 8 witness(es) against you does not appear and you do appear, the violation will generally
 9 be dismissed."

10 On October 14, 2004, the cause was called for court trial. Deputy Zenon Porche
 11 and defendant were the only witnesses to testify during the trial. Their testimony and
 12 the trial proceedings are set forth in a reporter's transcript and a settled statement, both
 13 of which are part of the record on appeal.¹

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 16 ¹The settled statement indicates that the trial in this matter was bifurcated, since more than
 17 one defendant was present for trial on October 14, 2004, for an alleged violation of Vehicle Code
 18 section 21453, subdivision (a), which involved the automated system. The reporter's transcript
 19 includes Deputy Porche's general testimony which was applicable to all individuals, including
 20 defendant, who were present in court for trial on October 14, 2004. Said testimony included
 21 certain foundational elements that were common to all cases. After Deputy Porche concluded his
 22 general testimony, the reporter's transcript states as follows: "(Unable to Complete Transcription
 23 due to Tape Malfunction[.])"

24 The settled statement provides that "[t]he Court ordered production of a transcript and was
 25 informed that the audiotape was flawed . . ." and that "[o]nly the first portion of the bifurcated
 26 proceedings was retrievable." The court then stated that it had "attempted to reconstruct the
 27 balance of the proceedings, but finds that it cannot do so with accuracy and is therefore UNABLE
 28 TO SETTLE THIS STATEMENT." (Original capitalization.) We find, however, that the settled
 statement sufficiently conveys that portion of the proceedings wherein defendant's case was
 individually called so as to allow this court to address those issues raised by defendant on appeal.
 As such, defendant has been provided with "a 'record of sufficient completeness' to permit appellate
 scrutiny of his claims of error. [Citations.]" (*People v. Jenkins* (1976) 55 Cal.App.3d Supp. 55, 61.)
 Furthermore, by order dated October 4, 2005, this court gave the parties to this appeal an
 opportunity to brief the issue of whether the trial court's inability to settle the statement "results in
 a record that is not adequate to address the issues raised by [defendant]." Both sides submitted
 briefs in response to the order, and we found defendant's arguments to be unpersuasive.

1 Deputy Porche testified that since May 1999, he has been the "Photo
 2 Enforcement Coordinator" for the City of West Hollywood. He thereafter set forth his
 3 training and education for this position. According to the deputy, "[e]ither myself or
 4 another officer will approve or disprove every citation, we're the only authority. No one
 5 can tell us to approve or disprove these citations." He also testified that the City of West
 6 Hollywood contracts with a vendor known as ACS, which actually constructs the
 7 system, "configure[s] the intersections," "lay[s] the loops" for the system, and "erect[s]
 8 the poles" upon which the cameras sit. ACS retrieves the film from the cameras, and it
 9 then applies certain criteria, which Deputy Porche provides to ACS, in order to eliminate
 10 certain vehicles that are caught on film. Once ACS completes the "elimination process,"
 11 the remaining film is forwarded to Deputy Porche, who reviews it and determines
 12 whether a citation is issued.

13 With respect to maintenance and servicing of the automated system, the deputy
 14 said that ACS is required to check each and every camera three times per week, replace
 15 the memory card and film, and record certain information in a "technician log,"
 16 including whether the unit is functioning properly and whether it is synchronized with
 17 the traffic signal.² Deputy Porche testified that, in addition to the maintenance
 18 preformed by ACS, either he or another officer tests "each and every camera two to three
 19 times a month." Thereafter, the deputy gave a detailed description of how the system is
 20 triggered to take a picture. During his generalized testimony, Deputy Porche reviewed
 21 certain information on the photographs that are taken of the alleged violators, explaining
 22 the meaning of each of the numbers on the photos, how the numbers are calculated, and
 23 why the photos evidence a particular defendant's violation of the law on the date and at
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 27 ²The record on appeal includes two "Field Technician Service and Inspection Log[s]" for the
 28 subject location, dated June 11, 2004, and June 15, 2004. The logs reflect that the cameras and
 related equipment were in proper working order on the dates inspected.

1 the location alleged on the citation.³ Based upon the deputy's testimony, the first
 2 photograph showed that the light was red for two-tenths of a second before defendant's
 3 vehicle traversed the limit line. The second photograph showed that, when this photo
 4 was taken, the light had already been red for 2.0 seconds. The photos also indicate that,
 5 at the time the first photo was taken, defendant was traveling at a speed of 28 miles per
 6 hour.

7 The settled statement provides that "[t]he Court does agree with [defendant's]
 8 contention that he objected to Deputy Porche's testimony, stating that the citation was
 9 signed by a Deputy Gossett. [Defendant] stated that he was entitled to hear Deputy
 10 Gossett's testimony and have an opportunity to cross-examine him as the citing officer.
 11 Deputy Porche responded that neither he nor Deputy Gossett were present at the location
 12 where the violation occurred and that their function was simply to review the evidence,
 13 determine whether it was sufficient for prosecution and then testify as to its significance.
 14 The Court overruled the objection and the trial proceeded."

15 At the conclusion of the trial, the court found defendant guilty and ordered him to
 16 pay a fine. This timely appeal follows.

17 CONTENTIONS ON APPEAL

18 Defendant raises the following contentions on appeal:

19 (1) that admission of the photographs showing defendant's violation constituted
 20 improper hearsay, and did not fall within the business records exception to the hearsay
 21 rule;

22 (2) that defendant's due process rights were violated; and

23 (3) that defendant was denied due process by "the misleading court instruction
 24 that the citation officer would be present at the hearing."

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26 _____

27 ³The record on appeal includes three photographs of defendant's vehicle: (1) as it approached
 28 the intersection; (2) in the intersection; and (3) a blow-up of the second photo showing a close-up
 of the driver.

DISCUSSION

Photographic Evidence

1
2
3 Defendant complains that the photographic evidence constituted improper hearsay
4 and was admitted without proper foundation or authentication. According to defendant,
5 "[t]he custodian of the photographic record" with respect to his alleged violation was
6 Officer Gossett, and he was not present at trial. Defendant argues that because Deputy
7 Porche was not "the declarant who controlled all the information as to the camera
8 involved in [defendant's] citation," the evidence was not properly admitted under the
9 business records exception to the hearsay rule.

10 The business records exception is found at Evidence Code section 1271, and
11 provides as follows: "Evidence of a writing made as a record of an act, condition, or
12 event is not made inadmissible by the hearsay rule when offered to prove the act,
13 condition, or event if: [¶] (a) The writing was made in the regular course of a business;
14 [¶] (b) The writing was made at or near the time of the act, condition, or event; [¶] (c)
15 The custodian or other qualified witness testifies to its identity and the mode of its
16 preparation; and [¶] (d) The sources of information and method and time of preparation
17 were such as to indicate its trustworthiness." The exception is based upon the
18 assumption that records kept in the general course of business are usually accurate, and
19 may be used as evidence of the matter recorded. (*Loper v. Morrison* (1944) 23 Cal.2d
20 600, 608; *Doyle v. Chief Oil Co.* (1944) 64 Cal.App.2d 284, 292-293.)

21 In the case at bar, the inspection logs and photographs at issue satisfy each of the
22 above requirements, such that they fall within the business records exception to the
23 hearsay rule. First, they were made in the regular course of business. Second, each log
24 entry was made at or near the time of inspection, and each photograph was taken at the
25 time of the alleged violation. Third, Deputy Porche, who was a witness with personal
26 knowledge of the workings of the automated system, was qualified to testify as to the
27 authenticity of the evidence and the mode of its preparation. Evidence Code section
28 1271 does not require that Deputy Gossett be called as a witness. Rather, "[i]t is the

1 object of the business records statutes to eliminate the necessity of calling each witness,
 2 and to substitute the record of the transaction or event. It is not necessary that the person
 3 making the entry have personal knowledge of the transaction. [Citations.]” (*Loper*,
 4 *supra*, 23 Cal.2d at pp. 608-609; accord, *County of Sonoma v. Grant W.* (1986) 187
 5 Cal.App.3d 1439, 1451.) Here, although Deputy Porche did not make the log entries
 6 himself or personally monitor the particular camera at issue, he did describe from
 7 personal knowledge the mode of preparation of these records and their sources.⁴ His
 8 testimony was therefore sufficient to authenticate the evidence and meet the foundational
 9 requirements for its admission. (*People v. Matthews* (1991) 229 Cal.App.3d 930, 940.)

10 As such, the reliability and trustworthiness of the documents was established (cf.
 11 *People v. Lugashi* (1988) 205 Cal.App.3d 632, 640; *County of Sonoma v. Grant W.*,
 12 *supra*, 187 Cal.App.3d at p. 1451), and they were properly admitted.

13 We also note that the California Supreme Court has stated that the trial court
 14 possesses “wide discretion in determining whether sufficient foundation is laid to
 15 qualify evidence as a business record. On appeal, exercise of that discretion can be
 16 overturned only upon a clear showing of abuse.” [Citation.]” (*People v. Beeler* (1995) 9
 17 Cal.4th 953, 978.) We find no abuse.

18 *Due Process and Nonappearance of the Citing Officer*

19 Defendant next claims that his due process rights were violated because the citing
 20 officer, Deputy Gossett, was not present at trial, and defendant was therefore unable to
 21 confront and/or cross-examine him. Defendant also cites to Evidence Code section
 22 1203, subdivision (a), which provides that “[t]he declarant of a statement that is admitted
 23

24
 25 ⁴It is apparent from Deputy Porche’s testimony that ACS performs certain technical functions
 26 under his direction, such as testing and inspecting the camera equipment, removing and replacing
 27 the film and memory cards from the cameras, and processing the photographs. The inspection logs
 28 are given to Deputy Porche, who reviews and signs them. In addition, after the film is processed,
 either Deputy Porche or Deputy Gossett personally reviews each photograph of the alleged
 violation. It is apparent from his testimony that Deputy Porche has personal knowledge of how all
 of the various functions are performed.

1 as hearsay evidence may be called and examined by any adverse party as if under cross-
2 examination concerning the statement.” Defendant makes much of the fact that the
3 court’s instructions indicated that Officer Gossett, the citing officer, would be
4 subpoenaed to appear at trial, but that he did not appear, and defendant was therefore
5 unable to cross-examine him.

6 We find no due process violation. However, even assuming *arguendo* that it was
7 error for the court to overrule defendant’s objection, any such error was harmless.

8 Neither Deputy Porche nor Deputy Gossett was a percipient witness to defendant’s
9 violation. The fact that Deputy Gossett issued defendant’s citation indicates that he was
10 the deputy who reviewed the photographs of defendant and found that they met the
11 criteria for issuance of a citation. It also indicates that Deputy Gossett was the officer
12 assigned to the cameras located at the subject intersection, and that he tended to them
13 two to three times per month. However, this did not mean that Deputy Gossett’s
14 testimony was necessary. The accuracy and validity of the system at the subject
15 intersection was attested to by the logs which, as discussed *ante*, were properly admitted
16 as business records. The logs were filled out and signed by an ACS “Field Service
17 Technician.” The logs also contain a “Police Department Signature,” which appears to
18 be that of Deputy Porche, not Deputy Gossett. For all the foregoing reasons, Deputy
19 Gossett was not a critical witness.

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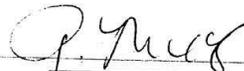
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1 Accordingly, it is not reasonably probable the result in this case would have been
2 different had Deputy Gossétt been called as a witness and/or had defendant been able to
3 cross-examine him. (*People v. Watson* (1956) 46 Cal.2d 818, 836; see also *People v.*
4 *Hillhouse* (2002) 27 Cal.4th 469, 494.) We find that the error, if any, was harmless
5 beyond a reasonable doubt.

6 The judgment is affirmed.

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9 
P. McKay, P.J.

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11 We concur.

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13 
Wasserman, J.

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17 
Lago, J.

IN THE SUPREME COURT OF CALIFORNIA

| | | |
|---------------------------|---|------------------------|
| THE PEOPLE, |) | |
| |) | |
| Plaintiff and Respondent, |) | |
| |) | S202483 |
| v. |) | |
| |) | Ct.App. 2/3 B236337 |
| STEVEN EDWARD GRAY, |) | |
| |) | Los Angeles County |
| Defendant and Appellant. |) | Super. Ct. No. C165383 |
| _____ |) | |

Statutory law allows a city to install at an intersection an automated traffic enforcement device that photographs a traffic law offender, who is then issued a citation, as was defendant, who went through a red light in Culver City and was later convicted of violating the red light traffic law (Veh. Code, § 21453, subd. (a); all further undesignated statutory references are to the Vehicle Code). Operation of such a device must be preceded by a public announcement and an initial 30-day period during which warnings are given instead of citations. (§ 21455.5, subd. (b), hereafter section 21455.5(b).) At issue here is whether those statutory requirements pertain only to the city’s *first* installation of an automated traffic enforcement device within a city, or, as defendant argues, also to *each later* installation of such devices at different intersections within the city.

Defendant’s view finds support in the overall statutory scheme involving automated traffic enforcement. Thus, unlike the Court of Appeal, we conclude that the public announcement and warning requirements apply to each installation

of such a device. We nevertheless affirm the Court of Appeal, which upheld defendant's conviction, because, like that court, we reject defendant's argument that compliance with the statute's requirement of a 30-day period of warning notices is a precondition to issuing a valid citation for a red light traffic law violation.

I

In 1998, the City of Culver City (the City) installed its first automated traffic enforcement device, at the intersection of Washington Boulevard and La Cienega Boulevard, under the authority of section 21455.5's subdivision (a). For convenience, we will refer to such devices as "red light cameras," as that is the term used in popular discourse. In compliance with section 21455.5(b), the City made a public announcement concerning its initial red light camera, and it gave violators warning notices, instead of citations, for the first 30 days that the camera was operational. Thereafter, the City installed red light cameras at several other intersections *without* making new public announcements, and *without* giving violators warning notices, instead of citations, for the first 30 days that a camera was operational at a new intersection.

In June 2006, the City installed a red light camera at the intersection of Washington Boulevard and Helms Avenue, without a public announcement and without an initial 30-day period of warning notices. More than two years later, in November 2008, that camera photographed a car registered to defendant Steven Edward Gray driving through a red traffic light, and a citation was issued. (§ 21453, subd. (a).)

Defendant pled not guilty and sought dismissal, asserting that the City had failed to comply with section 21455.5(b)'s requirements of a public announcement and a 30-day period of warning notices with respect to the camera that recorded his traffic violation. The trial court denied defendant's motion to dismiss, ruling

that the statutory requirements pertained only to a city's *first* installation of a red light camera and not to later installations at different intersections.

At trial, defendant stipulated that he was the driver depicted in the photographic evidence recorded by the red light camera. In addition, the police officer in charge of the City's red light camera enforcement program testified about the installation, functioning, operation, and maintenance of the device.

The trial court found defendant guilty of the charge of not stopping for a red light (§ 21453, subd. (a)) and ordered him to pay a fine. Defendant appealed to the Appellate Division of the Los Angeles County Superior Court, which upheld the trial court's decision. The appellate division expressly disagreed with *People v. Park* (2010) 187 Cal.App.4th Supp. 9, which held that a public announcement and 30-day period of warning notices were required for *each* installation of a red light camera.

The Court of Appeal ordered the case transferred to itself. (See Code Civ. Proc., § 911; Cal. Rules of Court, rule 8.1002.) It then affirmed the decision of the superior court's appellate division. We granted defendant's petition for review.

II

A. Section 21455.5(b)

Section 21455.5(b) provides: "Prior to issuing citations under this section, a local jurisdiction utilizing an automated traffic enforcement *system* shall commence a program to issue only warning notices for 30 days. The local jurisdiction shall also make a public announcement of the automated traffic enforcement *system* at least 30 days prior to the commencement of the enforcement program." (Italics added.) Defendant here argues that a red light camera at any intersection is, by itself, a "system" because the equipment is capable of operating independently. Therefore, he asserts, a new public

announcement and 30-day period of warning notices are required for each new intersection equipped with red light cameras. The City responds that the word “system” in section 21455.5(b) refers to the entire citywide red light camera enforcement program. Thus, the City argues, the statute’s requirements of a public announcement and a 30-day period of warning notices apply only when the *first* red light camera was made operational at some intersection within the City’s boundary. As we noted earlier, a red light camera was first installed in the City in 1998, whereas the camera at issue here was installed in 2006.

“In construing a statute, we seek ‘to ascertain the intent of the enacting legislative body so that we may adopt the construction that best effectuates the purpose of the law.’” (*Klein v. United States of America* (2010) 50 Cal.4th 68, 77; see *Miklosy v. Regents of Univ. of Cal.* (2008) 44 Cal.4th 876, 888.) Our analysis starts with the statutory language because it generally indicates legislative intent. (*Klein, supra*, at p. 77; *Chavez v. City of Los Angeles* (2010) 47 Cal.4th 970, 986.) If no ambiguity appears in the statutory language, we presume that the Legislature meant what it said, and the plain meaning of the statute controls. (*Miklosy, supra*, at p. 888; see *Catlin v. Superior Court* (2011) 51 Cal.4th 300, 304; *People v. King* (2006) 38 Cal.4th 617, 622.)” (*People v. Stanley* (2012) 54 Cal.4th 734, 737.) In addition, “[t]he language [of a statute] is construed in the context of the statute as a whole and the overall statutory scheme” (*People v. Canty* (2004) 32 Cal.4th 1266, 1276.) Thus, when the same word appears in different places within a statutory scheme, courts generally presume the Legislature intended the word to have the same meaning each time it is used. (*Ste. Marie v. Riverside County Regional Park & Open-Space Dist.* (2009) 46 Cal.4th 282, 288-289; *People v. Dillon* (1983) 34 Cal.3d 441, 468.)

Section 21455.5 is one of several Vehicle Code sections that address the use of red light cameras. A look at how the Legislature used the word “system” in those various statutes supports defendant’s argument here that the word “system” in section 21455.5(b) was intended by the Legislature to apply to *each* new camera installed at an intersection.

For example, subdivision (a) of section 21455.5 states that “[t]he limit line, *the intersection*, or a place designated in Section 21455 . . . may be equipped with an automated traffic enforcement *system* . . .” (Italics added.) As used there, the word “system” necessarily refers to the specific equipment in operation *at a particular intersection*, not to the entire citywide red light camera enforcement program. Similarly, subdivision (a)(1) of section 21455.5 requires a city to “[i]dentif[y] the system by signs posted within 200 feet *of an intersection where a system is operating* . . .” (Italics added.) And that statute’s subdivision (a)(2) requires cities to “locate[] *the system at an intersection*.” (§ 21455.5, subd. (a)(2), italics added.) In addition, section 21455.7’s subdivision (a) imposes on a city certain obligations that apply to “*an intersection* at which there is an automated enforcement *system* in operation.” (Italics added.) Finally, subdivision (c)(2)(A) of section 21455.5 states that “[p]rior to installing an automated traffic enforcement system after January 1, 2013, the governmental agency shall make and adopt a finding of fact establishing that *the system* is needed *at a specific location* for reasons related to safety.” (Italics added.) These various statutory examples support defendant’s argument here that the word “system” in section 21455.5(b) refers to the specific red light camera in operation at a particular intersection.

The City responds by noting that elsewhere in section 21455.5, the word “system” appears to have a broader meaning, referring to the entire citywide red light camera enforcement program. As an example, the City points to section

21455.5's subdivision (d), which permits cities to “contract[] out” “operation of the system.” The City argues that the Legislature was referring to a single contract for the entire city, and therefore “system” as used in section 21455.5, subdivision (d) does not refer merely to the automated traffic enforcement device at a single intersection. (See § 21455.5, subd. (c)(1) [discussing “uniform guidelines” for operation of “an automated traffic enforcement system”; it would be odd for a city to develop “uniform guidelines” for operation of just a single camera].) The City also cites Merriam-Webster's Collegiate Dictionary (10th ed. 2000) page 1194, which defines the word “system” as “a regularly interacting or interdependent group of items forming a unified whole.” The City points out that all of its red light cameras are connected to a computer, and therefore they together constitute a single “system.”

Because there is ambiguity regarding the scope of the word “system” in section 21455.5(b) — as highlighted by the conflicting statutory constructions adopted by the Court of Appeal here and by the appellate division of the superior court in *People v. Park, supra*, 187 Cal.App.4th Supp. 9 — we need to go beyond the statutory language and consider the statute's legislative history. (*People v. King, supra*, 38 Cal.4th 617, 622.) Did the Legislature's use of the word “system” in section 21455.5(b) refer to the red light camera installed at a specific intersection, or does “system” refer to the entire citywide red light camera enforcement program? We explore that issue below.

The Legislature enacted section 21455.5 in 1995 as an expansion of an existing statutory scheme that authorized red light cameras at railroad crossings, and the railroad crossing statutory scheme uses intersection specific language when referring to such cameras. (See §§ 22451, subd. (c) [a notice of violation may be issued “[w]henver a railroad or rail transit crossing is equipped with an automated enforcement system”], 21362.5, subd. (a) [“Railroad and rail transit

grade crossings may be equipped with an automated rail crossing enforcement system if the system is identified by signs . . . visible to traffic approaching from each direction.”].) In expanding the railroad crossing statutory scheme to include red light cameras at street intersections, we can reasonably assume that the Legislature used the word “system” in the same way. (See *People v. Canty*, *supra*, 32 Cal.4th at p. 1276.)

Moreover, the legislative analyses of the bill that enacted section 21455.5 suggest that the Legislature understood the term “system” to refer to a red light camera installed at a particular intersection rather than to the entire citywide enforcement program. The Senate Rules Committee analysis explained that previous legislation had “authorized the use of automated rail crossing enforcement systems (red light cameras) to record violations occurring at rail crossing signals and gates.” (Sen. Rules Com., Off. of Sen. Floor Analyses, 3d reading analysis of Sen. Bill No. 833 (1995–1996 Reg. Sess.) as amended Sept. 12, 1995, p. 2.) The parenthetical reference to “red light cameras” after the plural word “systems” indicates that the Legislature understood the word “system” to refer to an individual camera, not to the entire citywide program. Similarly, the Assembly analysis of the same bill explained that “[e]xisting law authorize[d] . . . [g]overnmental agencies . . . to use automated rail crossing enforcement systems (photographic equipment) . . .” (Assem. Com. on Transportation, 3d reading analysis of Sen. Bill No. 833 (1995–1996 Reg. Sess.) as amended Sept. 12, 1995, p. 1.) Again, the parenthetical reference to “photographic equipment” after the plural word “systems” indicates that the Legislature understood the word “system” to refer to the photographic equipment alone, not to the citywide network of photographic equipment and computer equipment.

Public policy supports that conclusion. The warning notices required by section 21455.5(b) serve to inform the drivers who frequently use a particular

intersection that the city's enforcement method has changed. We see no justification for a rule requiring warnings to drivers who frequently use one intersection, but not to drivers who frequently use a different intersection.

The legislative history of section 21455.5(b) thus demonstrates that the statute's use of the word "system" refers to the red light camera used at a particular intersection or vehicle stopping point. Therefore, the City should have complied with section 21455.5(b)'s requirements of (1) publicly announcing in 2006 its intention to use a red light camera at the intersection where defendant was cited, and (2) issuing warning notices instead of citations for the first 30 days of the camera's operation at that intersection.

B. Effect of City's Noncompliance With Section 21455.5(b)

Defendant argues that he cannot be convicted of violating the red light traffic law (§ 21453, subd. (a)) if the City has not proved compliance with section 21455.5(b)'s requirement of a 30-day period of warning notices. Defendant relies on language in section 21455.5(b) stating that a local agency that uses a red light camera to enforce a traffic signal "shall" issue warning notices for 30 days "[p]rior to issuing citations under this section." (Italics added.) Defendant reads this language as creating a jurisdictional precondition: Until a city complies with the requirement of a 30-day period of warning notices, its red light traffic citations at the intersection in question are invalid (assuming they are based on evidence from a red light camera), and therefore the trial court adjudicating those citations lacks jurisdiction. We disagree.

Section 21455.5(b)'s phrase "[p]rior to issuing citations" merely states *when* the warning notices must be given; it does not create a jurisdictional precondition to enforcement of the red light traffic law (§ 21453, subd. (a)). Of significance here, section 21455.5(b) does not state what, if any, consequences

might follow from a city's noncompliance with its requirements, and the red light traffic law (§ 21453, subd. (a)) nowhere suggests that a city must prove its compliance with section 21455.5(b) to obtain a conviction. As the Court of Appeal noted, that legislative silence is in stark contrast to section 40803's subdivision (b), which states that in a prosecution for exceeding the vehicle speed limit, the prosecution must prove "as part of its prima facie case" that the evidence of a violation "is not based upon a speedtrap." Likewise, the Legislature could have provided that in a prosecution for violation of the red light traffic law (§ 21453, subd. (a)), the prosecution must prove as part of its prima facie case that the city complied with section 21455.5(b)'s requirement of a 30-day period of issuing warning notices before issuing citations, but no such statement appears.

When, as here, a statute sets forth a procedural requirement but does not set forth any penalty for noncompliance, a party may reasonably question whether the statute is merely directory, not mandatory. "[T]he 'mandatory' or 'directory' designation does not refer to whether a particular statutory requirement is obligatory or permissive, but instead denotes "whether the failure to comply with a particular procedural step will or will not have the effect of invalidating the governmental action to which the procedural requirement relates." [Citation.]” (*City of Santa Monica v. Gonzales* (2008) 43 Cal.4th 905, 923-924 (*City of Santa Monica*)). Courts must examine “whether the statutory requirement at issue was intended to provide protection or benefit to . . . individuals . . . or was instead simply designed to serve some collateral, administrative purpose.” (*People v. McGee* (1977) 19 Cal.3d 948, 963.) If the latter, then it is merely directory, and failure to comply with it does not invalidate later governmental action. (See, e.g., *In re Richard S.* (1991) 54 Cal.3d 857, 866 [finding a rule that used the term “shall,” but that served only an administrative purpose, to be directory, not mandatory]; *Cal-Air Conditioning, Inc. v. Auburn Union School District* (1993) 21

Cal.App.4th 655, 673 [“ ‘provisions defining time and mode in which public officials shall discharge their duties and which are obviously designed merely to secure order, uniformity, system and dispatch in the public bureaucracy are generally held to be directory’ ”].)

The mandatory or directory inquiry does not complete the analysis, however. Our cases have additionally taken into consideration the purpose underlying the procedural requirement (*City of Santa Monica, supra*, 43 Cal.4th at p. 924; *Morris v. County of Marin* (1977) 18 Cal.3d 901, 909-910), and whether the party invoking the procedural requirement is among the class of persons that the requirement was designed to benefit (*People v. McGee, supra*, 19 Cal.3d at pp. 962-963). Thus, a statute might be mandatory, but a violation of the statute might nonetheless be inconsequential in a particular case. “ ‘ ‘ ‘No one should be at liberty to plant himself upon the nonfeasances or misfeasances of officers . . . which in no way concern himself, and make them the excuse for a failure on his part to perform his own duty. On the other hand, he ought always to be at liberty to insist that directions which the law has given to its officers *for his benefit* shall be observed.’ ” ’ [Citations.]” (*City of Santa Monica, supra*, at p. 924.)

Here, section 21455.5(b)’s requirement of a 30-day period of warning notices was for the benefit of those violators whose red light violations at the intersection in question occurred *when the red light camera first became operational*. Because the requirement lapsed, by its own terms, after 30 days, it could not have been for the benefit of a violator like defendant, whose red light violation at the intersection occurred *more than two years later*. Therefore, if the city had issued a citation to a driver *during the 30-day period when it should have been issuing warning notices under section 21455.5(b)*, that driver could have challenged the citation on the basis of noncompliance with the statute. Defendant here, however, is not among the class of people that the 30-day period of warning

notices was intended to benefit, and therefore he may not invoke the City's noncompliance with the warning notice requirement to invalidate his traffic citation. (See, e.g., *People v. Gonzales* (1986) 188 Cal.App.3d 586, 590 [the defendant lacked standing to raise the issue of noncompliance with statutes pertaining to negotiated pleas because the statutes were not enacted for the benefit of criminal defendants].)

According to defendant, rejection of his argument — that a city's compliance with section 21455.5(b)'s requirement of a 30-day period of warning notices is a jurisdictional precondition to enforcement of the red light traffic law (§ 21453, subd. (a)) — would be an unforeseeable expansion of the red light traffic law, and therefore federal due process protections preclude its retroactive application to him. (See *Bowie v. City of Columbia* (1964) 378 U.S. 347, 351-355 [South Carolina's interpretation of the law of trespass to cover the act of remaining on the premises of another after being asked to leave was unforeseeable and could not be applied retroactively].) For the reasons given earlier, our conclusion here is not unforeseeable, and therefore defendant's due process argument lacks merit.

To summarize, a city's compliance with section 21455.5(b)'s requirement of a 30-day period of issuing warning notices before using a red light camera to issue citations is not a jurisdictional precondition to enforcement of the red light traffic law (§ 21453, subd. (a)), and therefore the prosecution need not prove a city's compliance with the warning requirement to establish a red light traffic violation.

III

We disagree with the Court of Appeal here that section 21455.5(b)'s requirements apply only to the initial installation of a red light camera within a city. Rather, those requirements apply each time such a camera is installed. We

agree with the Court of Appeal, however, in rejecting defendant's argument that noncompliance with section 21455.5(b)'s requirement of a 30-day period of warning notices precludes the City's prosecution of defendant for violating the red light traffic law. Accordingly, we agree with the Court of Appeal's decision to uphold defendant's conviction.

The judgment of the Court of Appeal is affirmed.

KENNARD, J.

WE CONCUR:

CANTIL-SAKAUYE, C. J.
BAXTER, J.
WERDEGAR, J.
CHIN, J.
CORRIGAN, J.
LIU, J.

See next page for addresses and telephone numbers for counsel who argued in Supreme Court.

Name of Opinion People v. Gray

Unpublished Opinion
Original Appeal
Original Proceeding
Review Granted XXXX 204 Cal.App.4th 1041
Rehearing Granted

Opinion No. S202483
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Court: Superior
County: Los Angeles
Judge: Lawrence Cho

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IN THE SUPREME COURT OF CALIFORNIA

| | | |
|---------------------------|---|-------------------------|
| THE PEOPLE, |) | |
| |) | |
| Plaintiff and Respondent, |) | |
| |) | S201443 |
| v. |) | |
| |) | Ct.App. 2/3 B231678 |
| CARMEN GOLDSMITH, |) | |
| |) | Los Angeles County |
| Defendant and Appellant. |) | Super. Ct. No. 102693IN |
| _____ |) | |

Defendant was cited for failing to stop at a red traffic light at an intersection located in the City of Inglewood in violation of Vehicle Code section 21453. She was found guilty of the traffic infraction based on evidence of several photographs and a 12-second video. The evidence was generated by an automated traffic enforcement system (ATES), in common parlance referred to as a red light traffic camera. Her conviction was upheld on appeal by both the appellate division of the superior court and the Court of Appeal. We granted review to consider defendant’s claim that the trial court improperly admitted the ATES evidence over her objections of inadequate foundation and hearsay. We conclude that the trial court did not abuse its discretion in finding the officer’s testimony in this case provided sufficient authentication to admit the ATES evidence and that the ATES evidence was not hearsay. We affirm the judgment of the Court of Appeal.

BACKGROUND

A. Statutory authorization of ATES

Local governmental agencies are statutorily authorized to equip a traffic intersection with an ATES, if the system meets certain requirements. (Veh. Code, § 21455.5.) Specifically, the system must be identified by signs visible to approaching traffic that clearly indicate the system's presence and the traffic signal light governing the intersection must have a minimum yellow light change interval as set by the state Department of Transportation for the designated approach speed. (Veh. Code, § 21455.7.)

A city council or county board of supervisors proposing to install an ATES within its jurisdiction must conduct a public hearing on the proposal prior to entering into a contract for the use of an ATES. (Veh. Code, § 21455.6, subd. (a).) If the proposal is adopted, the local jurisdiction must at each affected intersection "commence a program to issue only warning notices for 30 days" and must "also make a public announcement of the automated traffic enforcement system at least 30 days prior to the commencement of the enforcement program." (Veh. Code, § 21455.5, subd. (b); see *People v. Gray* (2014) 58 Cal.4th 901, 904.)

"Only a governmental agency, in cooperation with a law enforcement agency, may operate" an ATES. (Veh. Code, § 21455.5, subd. (c).) To operate an ATES, the governmental agency, in cooperation with law enforcement, must develop uniform guidelines for screening and issuing violation citations, as well as for processing and storing confidential information. (Veh. Code, § 21455.5, subd. (c)(1).) It must establish procedures to ensure compliance with such guidelines. (*Ibid.*) The governmental agency, in cooperation with a law enforcement agency, must also (a) establish guidelines for selection of a location, (b) ensure that the equipment is regularly inspected, (c) certify that the equipment is properly

installed and calibrated and is operating properly, (d) regularly inspect and maintain the warning signs, (e) oversee the establishment or change of signal phases and signal timing, and (f) maintain controls necessary to ensure that only those citations that have been reviewed and approved by law enforcement are delivered to violators. (*Id.*, subd. (c)(2)(A), (B), (C), (D), (E), & (F).)

The statutory scheme allows the governmental agency to contract out these described operational activities or duties “if it maintains overall control and supervision of the system.” (Veh. Code, § 21455.5, subd. (d).) But this is subject to an important qualification. The governmental agency may not contract out to “the manufacturer or supplier of the automated traffic enforcement system” certain of the described duties. (*Ibid.* [providing that the activities specified in Veh. Code, § 21455.5, subd. (c)(1) & (2)(A), (D), (E), & (F) may not be contracted out to the ATES manufacturer or supplier].) The only duties that may be contracted out to the ATES manufacturer or supplier are the activities of “[e]nsuring that the equipment is regularly inspected” and “[c]ertifying that the equipment is properly installed and calibrated, and is operating properly.” (Veh. Code, § 21455.5, subds. (c)(2)(B), (C), (d).)

A contract between a governmental agency and an ATES manufacturer or supplier entered into, renewed, extended or amended on or after January 1, 2004, is statutorily prohibited from including a “provision for the payment or compensation to the manufacturer or supplier based on the number of citations generated, or as a percentage of the revenue generated, as a result of the use of the equipment.” (Veh. Code, § 21455.5, subd. (h)(1); see *id.*, former subd. (g), as amended by Stats. 2003, ch. 511, § 1, p. 3925 [applicable at the time of defendant’s citation].)

B. The evidence submitted in this case

A notice to appear was issued to defendant pursuant to the City of Inglewood's implementation of the automated traffic enforcement statutes we have described. (Veh. Code, §§ 21455.5–21455.7.) The citation alleged that on March 13, 2009, defendant failed to stop at a red traffic light located at the intersection of Centinela Avenue and Beach Avenue in the City of Inglewood (Inglewood). Defendant entered a plea of not guilty.

At the court trial held before a traffic commissioner, only one witness testified. Dean Young, an investigator with the Inglewood Police Department, testified that he was assigned to the traffic division in red light camera enforcement, and had more than six years of experience in that assignment. Young testified that defendant's citation was the result of the red light camera program first implemented by Inglewood in 2003.

Young testified that Inglewood's ATES was operated by the police department, but was maintained by Redflex Traffic Systems, Inc. (Redflex). Based on his experience and the knowledge that he acquired from city engineers regarding how the traffic signals and system work and from Redflex regarding how the ATES works, Young testified that the computer-based digital camera system operates "independently" and records events occurring within an intersection after the traffic signal has turned red. Young stated that the ATES information is stored as it is "reported" on the hard disc of a computer at the scene. According to Young, Redflex technicians retrieve that computerized information periodically throughout the day through an Internet connection. A police officer then reviews all photographs before a citation is printed or mailed.

Young explained the photos and video images that are recorded and produced by the ATES as follows. There are three photographs taken, plus a 12-second video. The first photograph taken by the ATES camera, referred to as a

“previolation” photograph, shows the vehicle at or before the crosswalk or limit line for the intersection with the traffic signal shown in the background during its red phase. The second photograph, referred to as a “postviolation” photograph, shows the vehicle within the intersection either in the process of making a right turn or going straight through the intersection. The third photograph shows the vehicle’s license plate. A data bar is imprinted on all the photographs by the ATES to show the date, time, location, and how long the light had been red at the time of the photograph. The 12-second video shows the approach and progression of the vehicle through the intersection.

Young testified, based on the ATES evidence, that defendant’s violation occurred at the intersection of Centinela Avenue and Beach Avenue on Friday, March 13, 2009. It involved a “straight through movement” by defendant. Defendant objected that the photographs did not establish that she was the driver of the vehicle depicted in the photographs because the right eye and part of the forehead of the person shown in the photograph was obscured. The trial court stated that it was satisfied that the photograph depicted defendant as the driver.

Defendant then objected to Young’s testimony on the grounds of lack of foundation and hearsay. The trial court overruled the objections after defendant examined Young on voir dire. Young proceeded to testify that the data bar printed on the previolation photograph of defendant’s vehicle showed the traffic light had been red for 0.27 seconds and that defendant’s vehicle’s approach speed was 53 miles per hour at the time the photograph was taken. According to Young, in the postviolation photograph taken 0.66 second later, defendant’s vehicle was shown in the intersection while the signal light remained in the red light phase. Young testified that the 12-second video of defendant’s vehicle crossing the intersection began with the signal light in its green phase and showed the transitioning of the light phases, including a four-second yellow light.

Defendant challenged Young's characterization of the yellow light interval as being four seconds. Asked by the court to lay a foundation for his opinion regarding the yellow light interval, Young testified that he visually inspected the traffic signal at this intersection and each of the other camera-enforced intersections on a monthly basis to ensure that the yellow phase timing complies with the minimum guidelines established by California's Department of Transportation. According to Young, on February 16, 2009, and March 16, 2009, he conducted timing checks of the signal at this intersection, which showed averages of 4.11 and 4.03 seconds, respectively. He testified that these test results were well above the 3.9 seconds established by the Department of Transportation for a 40-mile-an-hour zone.

Based on this evidence, the trial court found beyond a reasonable doubt that defendant was guilty of failing to stop at a red signal light and imposed a fine of \$436.

DISCUSSION

Photographs and video recordings with imprinted data are writings as defined by the Evidence Code. (Evid. Code, § 250.)¹ To be admissible in evidence, a writing must be relevant and authenticated. (§§ 350, 1401.) The proffered evidence must be an original writing or otherwise admissible secondary evidence of the writing's content. (§§ 1520, 1521.) And it must not be subject to any exclusionary rule. (See, e.g., § 1200.)

Defendant contends the trial court erred in admitting the ATES evidence in this case because the prosecution failed to provide the foundational testimony

¹ All further statutory references are to the Evidence Code unless otherwise indicated.

necessary to authenticate it and because the evidence included inadmissible hearsay. We review claims regarding a trial court's ruling on the admissibility of evidence for abuse of discretion. (*People v. Alvarez* (1996) 14 Cal.4th 155, 203, 207; *People v. Lucas* (1995) 12 Cal.4th 415, 466.) Specifically, we will not disturb the trial court's ruling "except on a showing the trial court exercised its discretion in an arbitrary, capricious, or patently absurd manner that resulted in a manifest miscarriage of justice." (*People v. Rodriguez* (1999) 20 Cal.4th 1, 9-10.) Applying this standard, we conclude that the trial court did not err in admitting the ATES evidence over defendant's objections.

A. The ATES evidence was adequately authenticated

Defendant argues that the trial court erred in overruling her objection to the ATES evidence on the basis of inadequate foundation. We disagree.

Authentication of a writing, including a photograph, is required before it may be admitted in evidence. (§§ 250, 1401.) Authentication is to be determined by the trial court as a preliminary fact (§ 403, subd. (a)(3)) and is statutorily defined as "the introduction of evidence sufficient to sustain a finding that it is the writing that the proponent of the evidence claims it is" or "the establishment of such facts by any other means provided by law." (§ 1400.) The statutory definition ties authentication to relevance. As explained by the California Law Revision Commission's comment to section 1400, "[b]efore any tangible object may be admitted into evidence, the party seeking to introduce the object must make a preliminary showing that the object is in some way relevant to the issues to be decided in the action. When the object sought to be introduced is a writing, this preliminary showing of relevancy usually entails some proof that the writing is authentic — *i.e.*, that the writing was made or signed by its purported maker. Hence, this showing is normally referred to as 'authentication' of the writing."

(Cal. Law Revision Com. com., 29B pt. 4 West's Ann. Evid. Code (1995 ed.) foll. § 1400, p. 440.) Authentication is essentially a subset of relevance. (See *Lorraine v. Markel Amer. Ins. Co.* (D.Md. 2007) 241 F.R.D. 534, 539 (*Lorraine*); 2 Broun, McCormick on Evidence (7th ed. 2013) § 212, p. 5 (McCormick).)

As with other writings, the proof that is necessary to authenticate a photograph or video recording varies with the nature of the evidence that the photograph or video recording is being offered to prove and with the degree of possibility of error. (Annot., Authentication or Verification of Photograph as Basis for Introduction in Evidence (1950) 9 A.L.R.2d 899, 900.) The first step is to determine the purpose for which the evidence is being offered. The purpose of the evidence will determine what must be shown for authentication, which may vary from case to case. (2 McCormick, *supra*, § 221, pp. 82-83.) The foundation requires that there be sufficient evidence for a trier of fact to find that the writing is what it purports to be, i.e., that it is genuine for the purpose offered. (*People v. Valdez* (2011) 201 Cal.App.4th 1429, 1434-1435 (*Valdez*).) Essentially, what is necessary is a prima facie case. "As long as the evidence would support a finding of authenticity, the writing is admissible. The fact conflicting inferences can be drawn regarding authenticity goes to the document's weight as evidence, not its admissibility." (*Jazayeri v. Mao* (2009) 174 Cal.App.4th 301, 321.)

Here the ATES evidence was offered to show what occurred at a particular intersection in Inglewood on a particular date and time when the traffic signal at the intersection was in its red phase. The ATES evidence was offered as substantive proof of defendant's violation, not as demonstrative evidence supporting the testimony of a percipient witness to her alleged violation. We have long approved the substantive use of photographs as essentially a "silent witness" to the content of the photographs. (*People v. Bowley* (1963) 59 Cal.2d 855, 860.) As we stated in *Bowley*, "[t]o hold otherwise would illogically limit the use of a

device whose memory is without question more accurate and reliable than that of a human witness. It would exclude from evidence the chance picture of a crowd which on close examination shows the commission of a crime that was not seen by the photographer at the time. It would exclude from evidence pictures taken with a telescopic lens. It would exclude from evidence pictures taken by a camera set to go off when a building's door is opened at night.” (*Id.*, at p. 861.)

A photograph or video recording is typically authenticated by showing it is a fair and accurate representation of the scene depicted. (*People v. Gonzalez* (2006) 38 Cal.4th 932, 952; *People v. Cheary* (1957) 48 Cal.2d 301, 311-312.) This foundation may, but need not be, supplied by the person taking the photograph or by a person who witnessed the event being recorded. (*People v. Mehaffey* (1948) 32 Cal.2d 535, 555; *People v. Doggett* (1948) 83 Cal.App.2d 405, 409; 2 Witkin, Cal. Evidence (5th ed. 2012) Documentary Evidence, § 7, pp. 154-156 (Witkin).) It may be supplied by other witness testimony, circumstantial evidence, content and location. (*Valdez, supra*, 201 Cal.App.4th at p. 1435; *People v. Gibson* (2001) 90 Cal.App.4th 371, 383; see *People v. Skiles* (2011) 51 Cal.4th 1178, 1187; Witkin, *supra*, at pp. 154-155.) Authentication also may be established “by any other means provided by law” (§ 1400), including a statutory presumption. (Cal. Law Revision Com. com., *supra*, foll. § 1400, p. 440 [“The requisite preliminary showing may also be supplied by a presumption.”].)

The People argue that sections 1552 and 1553 provide such a presumption of authenticity for ATEs images and data. The People are correct that sections 1552 and 1553 are applicable here. These statutes’ presumptions partly, but not completely, supply the foundation for admission of ATEs evidence.

Subdivision (a) of section 1553 provides, as pertinent here, that “[a] printed representation of images stored on a video or digital medium is presumed to be an accurate representation of the images it purports to represent. . . . If a party to an

action introduces evidence that a printed representation of images stored on a video or digital medium is inaccurate or unreliable, the party introducing the printed representation into evidence has the burden of proving, by a preponderance of evidence, that the printed representation is an accurate representation of the existence and content of the images that it purports to represent.” Subdivision (a) of section 1552 provides a similar presumption for “[a] printed representation of computer information or a computer program.” In 2012, the Legislature added a subdivision (b) to both sections to expressly clarify the applicability of the statutes to printed representations of video or photographic images stored by an ATES and printed representations of computer-generated information stored by an ATES. (§§ 1552, subd. (b) [“Subdivision (a) applies to the printed representation of computer-generated information stored by an automated traffic enforcement system”], 1553, subd. (b) [“Subdivision (a) applies to the printed representation of video or photographic images stored by an automated traffic enforcement system”]; Sen. Rules Com., Off. of Sen. Floor Analyses, 3d reading analysis of Sen. Bill No. 1303 (2011-2012 Reg. Sess.) as amended May 29, 2012, p. 4, par. 8; Assem. Com. on Judiciary, Analysis of Sen. Bill No. 1303 (2011-2012 Reg. Sess.) as amended June 26, 2012, p. 14.)²

Sections 1552 and 1553 were added to the Evidence Code as part of the 1998 legislation that repealed the best evidence rule (former § 1500) and adopted the secondary evidence rule (§§ 1520-1523; Stats. 1998, ch. 100, §§ 4, 5, pp. 634-

² Because the statutes were intended to be declarative of existing law, no question of retroactive application is presented. (*McClung v. Employment Development Dept.* (2004) 34 Cal.4th 467, 471-472; see *Carter v. California Dept. of Veterans Affairs* (2006) 38 Cal.4th 914, 922-923, 930.)

635.)³ Under the secondary evidence rule, the content of a writing may now be proved either “by an otherwise admissible original” (§ 1520) or by “otherwise admissible secondary evidence.” (§ 1521, subd. (a); see *People v. Skiles*, *supra*, 51 Cal.4th at p. 1187.) Sections 1552 and 1553 permit the writings that they describe to be introduced as secondary evidence. Thus, the presumptions in sections 1552 and 1553 eliminate the basis for any objection that a printed version of the described writings is not the “original” writing.

Because sections 1552 and 1553 provide a presumption for both “the existence and content” of computer information and digital images that the printed versions purport to represent (§§ 1552, subd. (a), 1553, subd. (a)), the presumptions operate to establish, at least preliminarily, that errors in content have not been introduced in the course of printing the images and accompanying data. As the court in *People v. Hawkins* (2002) 98 Cal.App.4th 1428, 1450 (*Hawkins*) explained, the presumptions essentially operate to establish that “a computer’s print function has worked properly.” As applicable here, the presumptions provided by sections 1552 and 1553 support a finding, in the absence of contrary evidence, that the printed versions of ATES images and data are accurate representations of the images and data stored in the ATES equipment.

³ Section 1552 continues the provisions of former section 1500.5, subdivisions (c) and (d) without substantive change, except that the reference to “best available evidence” in former section 1500.5, subdivision (c) is changed to “an accurate representation,” “due to the replacement of the Best Evidence Rule with the Secondary Evidence Rule.” (Cal. Law Revision Com. com., 29B pt. 4 West’s Ann. Evid. Code (2014 supp.) foll. § 1552, p. 233.) Section 1553 continues a portion of former section 1500.6 without substantive change, except for a similar change in terminology. (Cal. Law Revision Com. com., 29B pt. 4 West’s Ann. Evid. Code (2014 supp.) foll. § 1553, p. 235.)

We reject defendant's contention that application of these presumptions violate her right to constitutional due process as described in *Western & Atlantic Railroad v. Henderson* (1929) 279 U.S. 639, 642-644. The court in *Henderson* held invalid a statutory rebuttable presumption in a civil case for lack of a rational connection between the ultimate fact presumed and the fact actually placed in evidence. (See *Lavine v. Milne* (1976) 424 U.S. 577, 585.) In the criminal context, however, a due process challenge to an evidentiary presumption requires us to distinguish between mandatory presumptions, which either can be conclusive or rebuttable, and permissive inferences. (*Francis v. Franklin* (1985) 471 U.S. 307, 313-315.) Mandatory presumptions will violate due process if they relieve the prosecution of the burden of persuasion on an element of the offense. (*Patterson v. New York* (1977) 432 U.S. 197, 215; see *Sandstrom v. Montana* (1979) 442 U.S. 510, 520-524.) Permissive inferences violate due process only if the permissive inference is irrational. (*Francis, supra*, at pp. 314-315; *Ulster County Court v. Allen* (1979) 442 U.S. 140, 157-163; *People v. Moore* (2011) 51 Cal.4th 1104, 1131-1132.) The rebuttable presumptions set forth in sections 1552 and 1553 affect the burden of producing evidence regarding a preliminary fact necessary for the admission of evidence. As their presumptions affect the admissibility of the described writings when offered by any party, but do not require any weight to be given to the evidence if admitted, sections 1552 and 1553 do not reduce the prosecution's burden of proof to show defendant's violation beyond a reasonable doubt. They establish only permissive inferences, which, being logically grounded on advances in technology, are not irrational. (*Francis, supra*, at pp. 314-315; *Moore, supra*, at p. 1132.)⁴ Contrary to defendant's

⁴ Defendant contends it would be arbitrary in this case to assume that the ATEs evidence is reliable because Redflex has previously "falsified evidence." In

(Footnote continued on next page.)

argument, these presumptions do not deny defendant a fair opportunity to rebut the presumed accuracy or reliability of the offered evidence. (*Henderson, supra*, 279 U.S. at p. 642.)⁵

Although we reject defendant’s constitutional challenge, it is important to recognize that the presumptions in sections 1552 and 1553 do not in themselves fully supply the necessary foundation for admission of ATEs evidence. The secondary evidence rule does not “excuse[] compliance with Section 1401 (authentication).” (§ 1521, subd. (c).) “[T]o be ‘otherwise admissible,’ secondary

(Footnote continued from previous page.)

support of this claim, defendant requested that we take judicial notice of documents she obtained from the Arizona secretary of state reflecting the investigation, and consequent revocation of the commission, of an Arizona notary public who was found to have improperly notarized a Redflex “deployment form” for a speed photo radar vehicle. It would be pure conjecture to conclude that all evidence generated by Redflex ATEs technology and handled by Redflex employees for Inglewood is suspect because of the actions of a single errant notary public in a different state regarding a different type of technology and documentation. We have denied defendant’s request for judicial notice and reject her argument that the involvement of Redflex in this case requires a different constitutional conclusion.

⁵ Claiming that traffic court defendants appear almost universally in propria persona and that they lack the motive, means, or opportunity to engage in discovery prior to trial or to spend thousands of dollars on expert fees, defendant argues the presumptions stated in sections 1552 and 1553 deny traffic court defendants a fair opportunity to “repel” the presumptions. We will not speculate that traffic defendants lack motivation to contest their tickets. And, contrary to defendant’s claim, traffic defendants have sufficient means and opportunity to contest their alleged violation because individuals charged with infractions are accorded the same rights as individuals charged with misdemeanors to subpoena witnesses and documents, to present testimony and other evidence, and to cross-examine the prosecution’s witnesses. (Pen. Code, § 19.7 [“Except as otherwise provided by law, all provisions of law relating to misdemeanors shall apply to infractions”].)

evidence must be authenticated.” (*People v. Skiles, supra*, 51 Cal.4th at p. 1187; see § 1401, subd. (b) [“Authentication of a writing is required before secondary evidence of its content may be received in evidence.”].)

Here, Young’s testimony was adequate to show that the ATES photographs at issue were from Inglewood’s ATES equipment located at the corner of Centinela and Beach Avenues. From his explanation regarding the independent operation of the ATES camera system, it can be reasonably inferred that the ATES system automatically and contemporaneously recorded the images of the intersection and the data imprinted on the photographs when it was triggered. Young was not asked anything about the city’s or the police department’s records or supervision of Redflex’s maintenance or certification of the equipment.⁶ Defendant does not argue that Young’s testimony was insufficient to demonstrate that the evidence was properly received in the normal course and manner of Inglewood’s operation of its ATES program. Finally, we note that the content of the photographs themselves may be considered and here the content supplied

⁶ Young was asked when the “photo system” was last calibrated. Young answered that “there is no calibration of this [photo] system.” Defendant argues that such testimony revealed Inglewood’s failure to comply with the statutory requirements that the ATES equipment be regularly inspected and certified to have been properly installed and calibrated and to be operating properly. (Veh. Code, § 21455.5, subds. (c)(2)(B), (C), d.) We do not read the testimony in this way. In context, it appears Young understood that question and the followup question regarding calibration to ask only about the connection between the ATES camera and the traffic signal. He responded that the systems operate independently and that the only connection is an electrical connection that lets the camera know that the light is in its red phase. Defense counsel did not clarify or pose further followup questions regarding calibration of the ATES system. Counsel did not ask any questions concerning Inglewood’s or the police department’s oversight of Redflex’s maintenance and certification of the installed ATES equipment at this intersection.

We conclude that the trial court did not abuse its discretion in overruling defendant's objection of lack of foundation.

B. ATES evidence does not constitute hearsay

Defendant contends that some of the data bar information imprinted on the ATES photographs constitutes hearsay that does not come within either the business records or public records exception to the hearsay rule. She asserts that the trial court erred in overruling her objection raising that ground for exclusion of the evidence. We disagree.

As we have explained, the evidence before the trial court reflects that the digital photographs were taken automatically by the ATES. Admittedly, the ATES must be programmed to activate when certain criteria are met, but it is undisputed that at the time any images are captured by the digital image sensors in the ATES cameras, there is no Inglewood city employee, law enforcement officer or Redflex technician present watching the intersection and deciding to take the photographs and video.⁹ The ATES routinely monitors the intersection without

(Footnote continued from previous page.)

being offered in determining whether the necessary foundation for admission has been met.

⁹ Redflex has filed an amicus curiae brief with this court in which it describes its ATES technology in much more detail than provided to the trial court. We decline to consider the technical details of the ATES provided by Redflex in its brief. Not only is Redflex's description not a matter of "common knowledge" (§ 452, subd. (g)) or a proposition "not reasonably subject to dispute and . . . capable of immediate and accurate determination by resort to sources of reasonably indisputable accuracy" (*id.*, subd. (h)) so as to come within the parameters of permissible judicial notice, it would be inappropriate to take judicial notice of additional facts that the prosecution did not introduce at trial. (*People v. Davis* (2013) 57 Cal.4th 353, 360.)

human presence at the site. When the camera is activated and takes the video and the three digital photographs of the intersection, the computer also records various data regarding the captured incident, including the date, time, location, and length of time since the traffic signal light turned red. The information is imprinted on a data bar on the photographs. The photographs, video and data bar information are entirely computer produced.

Evidence Code section 1200 defines hearsay as “evidence of a *statement* that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter stated.” (§ 1200, subd. (a), italics added.) A statement, in turn, is defined as an “oral or written verbal expression or . . . nonverbal conduct *of a person* intended by him as a substitute for oral or written verbal expression.” (§ 225, italics added.) “ ‘Person’ includes a natural person, firm, association, organization, partnership, business trust, corporation, limited liability company, or public entity.” (§ 175.)

The ATES-generated photographs and video introduced here as substantive evidence of defendant’s infraction are not statements of a person as defined by the Evidence Code. (§§ 175, 225.) Therefore, they do not constitute hearsay as statutorily defined. (§ 1200, subd. (a).) Because the computer controlling the ATES digital camera automatically generates and imprints data information on the photographic image, there is similarly no statement being made by a person regarding the data information so recorded. Simply put, “[t]he Evidence Code does not contemplate that a machine can make a statement.” (*Hawkins, supra*, 98 Cal.App.4th at p. 1449; accord, *People v. Lopez* (2012) 55 Cal.4th 569, 583, agreeing with *United States v. Moon* (7th Cir. 2008) 512 F.3d 359, 362 [“ ‘the instruments’ readouts are not ‘statements’ ’ ”] & *U.S. v. Washington* (4th Cir. 2007) 498 F.3d 225, 231 [“ ‘the raw data generated by the machines do not constitute ‘statements,’ and the machines are not ‘declarants’ ’ ”]; *U.S. v.*

Hamilton (10th Cir. 2005) 413 F.3d 1138, 1142-1143 [computer-generated header information on digital images does not constitute hearsay]; see Wolfson, “*Electronic fingerprints*”: *Doing Away with the Conception of Computer-Generated Records as Hearsay* (2005) 104 Mich. L.Rev. 151, 159-160.)

Our conclusion that the ATES evidence does not constitute hearsay is confirmed by recent legislative action intended to clarify the non-hearsay status of ATES evidence. (Assem. Com. on Judiciary, Analysis of Sen. Bill No. 1303 (2011-2012 Reg. Sess.), *supra*, p. 14.) As amended in 2012, Vehicle Code section 21455.5, subdivision (e), now specifically provides that “[t]he printed representation of computer-generated information, video, or photographic images stored by an automated traffic enforcement system does *not* constitute an out-of-court hearsay statement by a declarant under Division 10 (commencing with Section 1200) of the Evidence Code.” (Italics added.)¹⁰

Nevertheless, defendant argues that the ATES evidence is “unquestionably testimonial” and as a result, she contends, its admission violated her federal constitutional right to confrontation. As defendant later appears to acknowledge, *People v. Lopez*, *supra*, 55 Cal.4th at page 583, undermines both her hearsay and confrontation clause arguments. Consistent with *Lopez*, we conclude that our determination that the ATES evidence is not hearsay necessarily requires the rejection of defendant’s confrontation claims. (*Ibid.* [“Because, unlike a person, a machine cannot be cross-examined, here the prosecution’s introduction into evidence of the machine-generated printouts . . . did not implicate the Sixth Amendment’s right to confrontation.”].)

¹⁰ Again, because we find the statute to be declarative of existing law, no question of retroactive application is presented. (*McClung v. Employment Development Dept.*, *supra*, 34 Cal.4th at pp. 471-472.)

C. There is no reason to adopt a heightened requirement for red light camera traffic cases

Defendant contends that the dynamics of the traffic court system — which she contends routinely rushes defendants through trial of their cases before traffic commissioners who generally discount a defendant’s individual recollection of the events and accept the prosecution’s evidence as “gospel” — provides a basis for imposing and enforcing strict evidentiary requirements for obtaining red light camera convictions. Defendant asks that, in order to restore the public’s trust in the integrity of the traffic court system, we exercise our inherent powers to “regulate criminal procedure” by requiring “proper” testimony regarding “questionable” ATES photos and data prepared by Redflex before the photos and data may be admitted into evidence. Any other rule would, according to defendant, allow a relaxed standard for red light camera infractions.

Although defendant claims to be advocating an evidentiary standard commensurate with the standard applicable in other criminal contexts, she is in essence asking that we adopt a special rule for red light camera cases based on her suspicions regarding the operation of ATES by local jurisdictions contracting with Redflex. As we have earlier noted, the Penal Code provides that “[e]xcept as otherwise provided by law, all provisions of law relating to misdemeanors shall apply to infractions” (Pen. Code, § 19.7), but we find no legal ground for adopting *heightened* evidentiary requirements for infractions, specifically one type of alleged infraction — traffic violations in red light camera cases. Nor does the relative speed and informality of traffic court support imposing unique requirements for the admission of ATES evidence. Years ago we recognized that “it is in the interests of the defendant, law enforcement, the courts, and the public to provide simplified and expeditious procedures for the adjudication of less serious traffic offenses.” (*People v. Carlucci* (1979) 23 Cal.3d 249, 257.)

We decline to adopt special rules for the ATES digital evidence offered in trials of red light traffic camera cases.

CONCLUSION

The judgment of the Court of Appeal is affirmed.

CANTIL-SAKAUYE, C. J.

WE CONCUR:

BAXTER, J.
WERDEGAR, J.
CHIN, J.
CORRIGAN, J.
LIU, J.
KENNARD, J.*

* Retired Associate Justice of the Supreme Court, assigned by the Chief Justice pursuant to article VI, section 6 of the California Constitution.

See next page for addresses and telephone numbers for counsel who argued in Supreme Court.

Name of Opinion People v. Goldsmith

Unpublished Opinion
Original Appeal
Original Proceeding
Review Granted XXXX 203 Cal.App.4th 1515
Rehearing Granted

Opinion No. S201443
Date Filed: June 5, 2014

Court: Superior
County: Los Angeles
Judge: John Robert Johnson, Commissioner

Counsel:

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Richards, Watson & Gershon, T. Peter Pierce and Andrew J. Brady for League of California Cities as Amicus Curiae on behalf of Plaintiff and Respondent.

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Exhibit 4

40520. (a) A notice to appear issued pursuant to Section 40518 for an alleged violation recorded by an automatic enforcement system shall contain, or be accompanied by, an affidavit of nonliability and information as to what constitutes nonliability, information as to the effect of executing the affidavit, and instructions for returning the affidavit to the issuing agency.

(b) (1) If a notice to appear is sent to a car rental or leasing company, as the registered owner of the **vehicle**, the company may return the notice of nonliability pursuant to paragraph (2), if the violation occurred when the **vehicle** was either leased or rented and operated by a person other than an employee of the rental or leasing company.

(2) If the affidavit of nonliability is returned to the issuing agency by the registered owner within 30 days of the mailing of the notice to appear together with the proof of a written rental agreement or lease between a bona fide renting or leasing company and its customer and that agreement identifies the renter or lessee and provides the driver's license number, name, and address of the renter or lessee, the agency shall cancel the notice for the registered owner to appear and shall, instead, issue a notice to appear to the renter or lessee identified in the affidavit of nonliability. (c) Nothing in this section precludes an issuing agency from establishing a procedure whereby registered owners, other than bona fide renting and leasing companies, may execute an affidavit of nonliability if the registered owner identifies the person who was the driver of the **vehicle** at the time of the alleged violation and whereby the issuing agency issues a notice to appear to that person.

California Vehicle Code

40518. (a) Whenever a written notice to appear has been issued by a peace officer or by a qualified employee of a law enforcement agency on a form approved by the Judicial Council for an alleged violation of Section 22451, or, based on an alleged violation of Section 21453, 21455, or 22101 recorded by an automated traffic enforcement system pursuant to Section 21455.5 or 22451, and delivered by mail within 15 days of the alleged violation to the current address of the registered owner of the vehicle on file with the department, with a certificate of mailing obtained as evidence of service, an exact and legible duplicate copy of the notice when filed with the magistrate shall constitute a complaint to which the defendant may enter a plea. Preparation and delivery of a notice to appear pursuant to this section is not an arrest.

(b) (1) A notice to appear shall contain the name and address of the person, the license plate number of the person's vehicle, the violation charged, including a description of the offense, and the time and place when, and where, the person may appear in court or before a person authorized to receive a deposit of bail. The time specified shall be at least 10 days after the notice to appear is delivered. If, after the notice to appear has been issued, the citing peace officer or qualified employee of a law enforcement agency determines that, in the interest of justice, the citation or notice should be dismissed, the citing agency may recommend, in writing, to the magistrate or the judge that the case be dismissed. The recommendation shall cite the reasons for the recommendation and be filed with the court. If the magistrate or judge makes a finding that there are grounds for dismissal, the finding shall be entered on the record and the infraction dismissed.

(2) A notice to appear shall also contain all of the following information:

(A) The methods by which the registered owner of the vehicle or the alleged violator may view and discuss with the issuing agency, both by telephone and in person, the evidence used to substantiate the violation.

(B) The contact information of the issuing agency.

(c) (1) This section and Section 40520 do not preclude the issuing agency or the manufacturer or supplier of the automated traffic enforcement system from mailing a notice of nonliability to the registered owner of the vehicle or the alleged violator prior to issuing a notice to appear. The notice of nonliability shall be substantively identical to the following form: **PRINTER PLEASE NOTE: TIP-IN MATERIAL TO BE INSERTED**

(2) The form specified in paragraph (1) may be translated to other languages.

(d) A manufacturer or supplier of an automated traffic enforcement system or the governmental agency operating the system shall not alter the notice to appear or any other form approved by the Judicial Council. If a form is found to have been materially altered, the citation based on the altered form may be dismissed.

Amended Sec. 4, Ch. 735, Stats. 2012. Effective January 1, 2013.

California Vehicle Code

21455.5. (a) The limit line, the intersection, or a place designated in Section 21455, where a driver is required to stop, may be equipped with an automated traffic enforcement system if the governmental agency utilizing the system meets all of the following requirements:

(1) Identifies the system by signs posted within 200 feet of an intersection where a system is operating that clearly indicate the system's presence and are visible to traffic approaching from all directions in which the automated traffic enforcement system is being utilized to issue citations. A governmental agency utilizing such a system does not need to post signs visible to traffic approaching the intersection from directions not subject to the automated traffic enforcement system. Automated traffic enforcement systems installed as of January 1, 2013, shall be identified no later than January 1, 2014.

(2) Locates the system at an intersection and ensures that the system meets the criteria specified in Section 21455.7.

(b) Prior to issuing citations under this section, a local jurisdiction utilizing an automated traffic enforcement system shall commence a program to issue only warning notices for 30 days. The local jurisdiction shall also make a public announcement of the automated traffic enforcement system at least 30 days prior to the commencement of the enforcement program.

(c) Only a governmental agency, in cooperation with a law enforcement agency, may operate an automated traffic enforcement system. A governmental agency that operates an automated traffic enforcement system shall do all of the following:

(1) Develop uniform guidelines for screening and issuing violations and for the processing and storage of confidential information, and establish procedures to ensure compliance with those guidelines. For systems installed as of January 1, 2013, a governmental agency that operates an automated traffic enforcement system shall establish those guidelines by January 1, 2014.

(2) Perform administrative functions and day-to-day functions, including, but not limited to, all of the following:

(A) Establishing guidelines for the selection of a location. Prior to installing an automated traffic enforcement system after January 1, 2013, the governmental agency shall make and adopt a finding of fact establishing that the system is needed at a specific location for reasons related to safety.

(B) Ensuring that the equipment is regularly inspected.

(C) Certifying that the equipment is properly installed and calibrated, and is operating properly.

(D) Regularly inspecting and maintaining warning signs placed under paragraph (1) of subdivision (a).

(E) Overseeing the establishment or change of signal phases and the timing thereof.

(F) Maintaining controls necessary to ensure that only those citations that have been reviewed and approved by law enforcement are delivered to violators.

(d) The activities listed in subdivision (c) that relate to the operation of the system may be contracted out by the governmental agency, if it maintains overall control and supervision of the system. However, the activities listed in paragraph (1) of, and subparagraphs (A), (D), (E), and (F) of paragraph (2) of, subdivision (c) shall not be contracted out to the manufacturer or supplier of the automated traffic enforcement system.

(e) The printed representation of computer generated information, video, or photographic images stored by an automated traffic enforcement system does not constitute an out-of-court hearsay statement by a declarant under Division 10 (commencing with Section 1200) of the Evidence Code.

(f) (1) Notwithstanding Section 6253 of the Government Code, or any other law, photographic records made by an automated traffic enforcement system shall be confidential, and shall be made available only to governmental agencies and law enforcement agencies and only for the purposes of this article.

(2) Confidential information obtained from the Department of Motor Vehicles for the administration or enforcement of this article shall be held confidential, and shall not be used for any other purpose.

(3) Except for court records described in Section 68152 of the Government Code, the confidential records and information described in paragraphs (1) and (2) may be retained for up to six months from the date the information was first obtained, or until final disposition of the citation, whichever date is later, after which time the information shall be destroyed in a manner that will preserve the confidentiality of any person included in the record or information.

(g) Notwithstanding subdivision (f), the registered owner or any individual identified by the registered owner as the driver of the vehicle at the time of the alleged violation shall be permitted to review the photographic evidence of the alleged violation.

(h) (1) A contract between a governmental agency and a manufacturer or supplier of automated traffic enforcement equipment shall not include provision for the payment or compensation to the manufacturer or supplier based on the number of citations generated, or as a percentage of the revenue generated, as a result of the use of the equipment authorized under this section.

(2) Paragraph (1) does not apply to a contract that was entered into by a governmental agency and a manufacturer or supplier of automated traffic enforcement equipment before January 1, 2004, unless that contract is renewed, extended, or amended on or after January 1, 2004.

(3) A governmental agency that proposes to install or operate an automated traffic enforcement system shall not consider revenue generation, beyond recovering its actual costs of operating the system, as a factor when considering whether or not to install or operate a system within its local jurisdiction.

(i) A manufacturer or supplier that operates an automated traffic enforcement system pursuant to this section shall, in cooperation with the governmental agency, submit an annual report to the Judicial Council that includes, but is not limited to, all of the following information if this information is in the possession of, or readily available to, the manufacturer or supplier:

(1) The number of alleged violations captured by the systems they operate.

(2) The number of citations issued by a law enforcement agency based on information collected from the automated traffic enforcement system.

(3) For citations identified in paragraph (2), the number of violations that involved traveling straight through the intersection, turning right, and turning left.

(4) The number and percentage of citations that are dismissed by the court.

(5) The number of traffic collisions at each intersection that occurred prior to, and after the installation of, the automated traffic enforcement system.

(j) If a governmental agency utilizing an automated traffic enforcement system has posted signs on or before January 1, 2013, that met the requirements of paragraph (1) of subdivision (a) of this section, as it read on January 1, 2012, the governmental agency shall not remove those signs until signs are posted that meet the requirements specified in this section, as it reads on January 1, 2013.

Amended Sec. 1, Ch. 511, Stats. 2003. Effective January 1, 2004.
Amended Sec. 230, Ch.328, Stats. 2010. Effective January 1, 2011.
Amended Sec. 3, Ch. 735, Stats. 2012. Effective January 1, 2013.

California Vehicle Code

21455.6. (a) A city council or county board of supervisors shall conduct a public hearing on the proposed use of an automated enforcement system authorized under Section 21455.5 prior to authorizing the city or county to enter into a contract for the use of the system.

(b) (1) The activities listed in subdivision (c) of Section 21455.5 that relate to the operation of an automated enforcement system may be contracted out by the city or county, except that the activities listed in paragraph (1) of, and subparagraphs (A), (D), (E), or (F) of paragraph (2) of, subdivision (c) of Section 21455.5 may not be contracted out to the manufacturer or supplier of the automated enforcement system.

(2) Paragraph (1) does not apply to a contract that was entered into by a city or county and a manufacturer or supplier of automated enforcement equipment before January 1, 2004, unless that contract is renewed, extended, or amended on or after January 1, 2004.

(c) The authorization in Section 21455.5 to use automated enforcement systems does not authorize the use of photo radar for speed enforcement purposes by any jurisdiction.

Added Sec. 17, Ch. 828, Stats. 1998. Effective January 1, 1999. Amended Sec. 8, Ch. 860, Stats. 2000. Effective January 1, 2001. Amended Sec. 2, Ch. 511, Stats. 2003. Effective January 1, 2004.

21455.7. (a) At an intersection at which there is an automated enforcement system in operation, the minimum yellow light change interval shall be established in accordance with the Traffic Manual of the Department of Transportation.

(b) For purposes of subdivision (a), the minimum yellow light change intervals relating to designated approach speeds provided in the Traffic Manual of the Department of Transportation are mandatory minimum yellow light intervals.

(c) A yellow light change interval may exceed the minimum interval established pursuant to

subdivision (a). Added Sec. 2, Ch. 496, Stats. 2001. Effective January 1, 2002. Amended Sec. 3, Ch. 511, Stats. 2003. Effective January 1, 2004.

California CODE OF CIVIL PROCEDURE

1013. (a) In case of service by mail, the notice or other paper shall be deposited in a post office, mailbox, subpost office, substation, or mail chute, or other like facility regularly maintained by the United States Postal Service, in a sealed envelope, with postage paid, addressed to the person on whom it is to be served, at the office address as last given by that person on any document filed in the cause and served on the party making service by mail; otherwise at that party's place of residence. The service is complete at the time of the deposit, but any period of notice and any right or duty to do any act or make any response within any period or on a date certain after the service of the document, which time period or date is prescribed by statute or rule of court, shall be extended five calendar days, upon service by mail, if the place of address and the place of mailing is within the State of California, 10 calendar days if either the place of mailing or the place of address is outside the State of California but within the United States, and 20 calendar days if either the place of mailing or the place of address is outside the United States, but the extension shall not apply to extend the time for filing notice of intention to move for new trial, notice of intention to move to vacate judgment pursuant to Section 663a, or notice of appeal. This extension applies in the absence of a specific exception provided for by this section or other statute or rule of court.

(b) The copy of the notice or other paper served by mail pursuant to this chapter shall bear a notation of the date and place of mailing or be accompanied by an unsigned copy of the affidavit or certificate of mailing.

(c) In case of service by Express Mail, the notice or other paper must be deposited in a post office, mailbox, subpost office, substation, or mail chute, or other like facility regularly maintained by the United States Postal Service for receipt of Express Mail, in a sealed envelope, with Express Mail postage paid, addressed to the person on whom it is to be served, at the office address as last given by that person on any document filed in the cause and served on the party making service by Express Mail; otherwise at that party's place of residence. In case of service by another method of delivery providing for overnight delivery, the notice or other paper must be deposited in a box or other facility regularly maintained by the express service carrier, or delivered to an authorized courier or driver authorized by the express service carrier to receive documents, in an envelope or package designated by the express service carrier with delivery fees paid or provided for, addressed to the person on whom it is to be served, at the office address as last given by that person on any document filed in the cause and served on the party making service; otherwise at that party's place of residence. The service is complete at the time of the deposit, but any period of notice and any right or duty to do any act or make any response within any period or on a date certain after the service of the document served by Express Mail or other method of delivery providing for overnight delivery shall be extended by two court days, but the extension shall not apply to extend the time for filing notice of intention to move for new trial, notice of intention to move to vacate judgment pursuant to Section 663a, or notice of appeal. This extension applies in the absence of a specific

exception provided for by this section or other statute or rule of court.

(d) The copy of the notice or other paper served by Express Mail or another means of delivery providing for overnight delivery pursuant to this chapter shall bear a notation of the date and place of deposit or be accompanied by an unsigned copy of the affidavit or certificate of deposit.

(e) Service by facsimile transmission shall be permitted only where the parties agree and a written confirmation of that agreement is made. The Judicial Council may adopt rules implementing the service of documents by facsimile transmission and may provide a form for the confirmation of the agreement required by this subdivision. In case of service by facsimile transmission, the notice or other paper must be transmitted to a facsimile machine maintained by the person on whom it is served at the facsimile machine telephone number as last given by that person on any document which he or she has filed in the cause and served on the party making the service. The service is complete at the time of transmission, but any period of notice and any right or duty to do any act or make any response within any period or on a date certain after the service of the document, which time period or date is prescribed by statute or rule of court, shall be extended, after service by facsimile transmission, by two court days, but the extension shall not apply to extend the time for filing notice of intention to move for new trial, notice of intention to move to vacate judgment pursuant to Section 663a, or notice of appeal. This extension applies in the absence of a specific exception provided for by this section or other statute or rule of court.

(f) The copy of the notice or other paper served by facsimile transmission pursuant to this chapter shall bear a notation of the date and place of transmission and the facsimile telephone number to which transmitted or be accompanied by an unsigned copy of the affidavit or certificate of transmission which shall contain the facsimile telephone number to which the notice or other paper was transmitted.

(g) Subdivisions (b), (d), and (f) are directory.

1013a. Proof of service by mail may be made by one of the following methods:

(1) An affidavit setting forth the exact title of the document served and filed in the cause, showing the name and residence or business address of the person making the service, showing that he or she is a resident of or employed in the county where the mailing occurs, that he or she is over the age of 18 years and not a party to the cause, and showing the date and place of deposit in the mail, the name and address of the person served as shown on the envelope, and also showing that the envelope was sealed and deposited in the mail with the postage thereon fully prepaid.

(2) A certificate setting forth the exact title of the document served and filed in the cause, showing the name and business address of the person making the service, showing that he or she is an active member of the State Bar of California and is not a party to the cause, and showing the date and place of deposit in the mail, the name and address of the person served as shown on the envelope, and also showing that the envelope was sealed and deposited in the mail with the postage thereon fully prepaid.

(3) An affidavit setting forth the exact title of the document served and filed in the cause, showing (A) the name and residence or business address of the person making the service, (B) that he or she is a resident of, or employed in, the county where the mailing occurs, (C) that he or she is over the age of 18 years and not a party to the cause, (D) that he or she is readily familiar with the business' practice for collection and processing of correspondence for mailing with the United States Postal Service, (E) that the correspondence would be deposited with the United States Postal Service that same day in the ordinary course of business, (F) the name and address of the person served as shown on the envelope, and the date and place of business where the correspondence was placed for deposit in the United States Postal Service, and (G) that the envelope was sealed and placed for collection and mailing on that date following ordinary business practices. Service made pursuant to this paragraph, upon motion of a party served, shall be presumed invalid if the postal cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing contained in the affidavit.

(4) In case of service by the clerk of a court of record, a certificate by that clerk setting forth the exact title of the document served and filed in the cause, showing the name of the clerk and the name of the court of which he or she is the clerk, and that he or she is not a party to the cause, and showing the date and place of deposit in the mail, the name and address of the person served as shown on the envelope, and also showing that the envelope was sealed and deposited in the mail with the postage thereon fully prepaid. This form of proof is sufficient for service of process in which the clerk or deputy clerk signing the certificate places the document for collection and mailing on the date shown thereon, so as to cause it to be mailed in an envelope so sealed and so addressed on that date following standard court practices. Service made pursuant to this paragraph, upon motion of a party served and a finding of good cause by the court, shall be deemed to have occurred on the date of postage cancellation or postage meter imprint as shown on the envelope if that date is more than one day after the date of deposit for mailing contained in the certificate.

Table 4D-101. Suggested Detector Setbacks From Limitline

Deceleration Rate $d = 3.05$ m per second²
 Reaction Time $r = 1.00$ second
 Deceleration Distance = $\frac{1}{2}dt^2$ or $\frac{1}{2}Vt$ or $\frac{V^2}{2d}$
 Deceleration Time = $\frac{V}{d}$
 Detector Setback = Deceleration Distance + Reaction Time = $\frac{V^2}{2d} + Vr$
 V = Speed (meter per second)
 d = Deceleration Rate (meter per second²)
 t = Deceleration Time (seconds)

Note: When English units are used, replace "d" (Deceleration Rate) with 10 ft per second². Speed must be expressed in feet per second and the Deceleration Setback will be measured in feet.

| SPEED | | | | DEC. TIME | DECELERATION DISTANCE | | | TOTAL TIME | DETECTOR SETBACK | | | |
|-------|------|-------|--------|-----------|-----------------------|--------|-------|------------|------------------|--------|------|--------|
| mph | km/h | m/s | feet/s | | Seconds | Meters | Feet | | Seconds | Meters | Feet | Meters |
| 25 | 40 | 11.18 | 36.68 | 3.67 | 20.49 | 66.93 | 4.67 | 31.67 | 103.90 | 30 | 105 | |
| 30 | 48 | 13.42 | 44.00 | 4.40 | 29.51 | 96.82 | 5.40 | 42.93 | 140.80 | 45 | 140 | |
| 35 | 56 | 15.65 | 51.35 | 5.13 | 40.17 | 131.80 | 6.13 | 55.82 | 183.10 | 55 | 185 | |
| 40 | 64 | 17.89 | 58.69 | 5.87 | 52.46 | 204.90 | 6.87 | 70.35 | 230.80 | 70 | 230 | |
| 45 | 72 | 20.13 | 66.04 | 6.60 | 66.40 | 217.80 | 7.60 | 86.52 | 283.90 | 85 | 285 | |
| 50 | 80 | 22.36 | 73.36 | 7.33 | 81.97 | 268.90 | 8.33 | 104.33 | 342.30 | 105 | 345 | |
| 55 | 89 | 24.60 | 80.71 | 8.06 | 99.18 | 325.40 | 9.06 | 123.78 | 406.10 | 125 | 405 | |
| 60 | 97 | 26.83 | 88.00 | 8.80 | 118.04 | 387.30 | 9.80 | 144.87 | 475.30 | 145 | 475 | |
| 65 | 105 | 29.07 | 95.37 | 9.53 | 138.53 | 454.50 | 10.53 | 167.60 | 549.90 | 170 | 550 | |
| 70 | 113 | 31.29 | 102.7 | 10.27 | 160.50 | 526.60 | 11.27 | 191.79 | 649.30 | 190 | 650 | |

Table 4D-102. Suggested Minimum Yellow Interval Timing

| APPROACH SPEED | | YELLOW INTERVAL |
|----------------|------------|-----------------|
| mph | km/h | |
| 25 or less | 40 or less | 3.0 |
| 30 | 48 | 3.2 |
| 35 | 56 | 3.6 |
| 40 | 64 | 3.9 |
| 45 | 72 | 4.3 |
| 50 | 80 | 4.7 |
| 55 | 89 | 5.0 |
| 60 | 97 | 5.4 |
| 65 | 105 | 5.8 |

Semi Annual Approach Inspection – City of Newark at Cherry St. and Mowry Ave.

| CITY OF NEWARK | | | |
|--|---|-----------------------------|---------------|
| SEMI ANNUAL APPROACH INSPECTION | | | |
| INTERSECTION TO BE INSPECTED: <i>CHERRY ST @ MOWRY AVE</i> | | | |
| APPROACH TO BE INSPECTED: <i>518 CHERRY ST Ø2 & Ø5</i> | | | |
| HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION | | | |
| Lanes Changed | <i>NO</i> | DESCRIBE ANY CHANGES BELOW: | |
| | | | |
| | | | |
| HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? <i>NO</i> | | | |
| Time of Red Phase = <i>1.03 Ø2</i> | | Time of Amber Phase = | <i>4.3 s</i> |
| <i>0.53 Ø5</i> | ARE LANES AND STOP LINES PAINTED AND VISIBLE? <i>YES</i> | | |
| TRAFFIC LANES | <i>YES</i> | RED STOP BAR | <i>YES</i> |
| Describe any discrepancies found: | | | |
| | | | |
| RED LIGHT SIGNS - <i>IN PLACE</i> | | | |
| LED'S IN PLACE WHERE REQUIRED - <i>YES</i> | | | |
| LEFT TURNS ADDED - <i>NO</i> | | | |
| OBSTRUCTIONS - <i>NONE</i> | | | |
| | | | |
| PAVEMENT LOOPS AND PIAZO CONDITION <i>GOOD</i> | | | |
| | | | |
| PHOTOS | | | |
| | | | |
| | | | |
| EMERGENCY CONTACTS | | | |
| | | | |
| DATE: | <i>9-22-14</i> | TIME: | <i>2:48 P</i> |
| Inspected by: <i>J. Kelly - Engineering Tech. I</i> | | | |

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: CHERRY ST @ MOWRY AVE

APPROACH TO BE INSPECTED: S18 CHERRY ST $\phi 2$ & $\phi 5$

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED? NO

| | |
|-----------------------------------|----------------------------|
| Time of Red Phase = 1.0s $\phi 2$ | Time of Amber Phase = 4.3s |
|-----------------------------------|----------------------------|

$\phi 0.5s$ $\phi 5$ ARE LANES AND STOP LINES PAINTED AND VISIBLE? YES

| | | | |
|---------------|-----|--------------|-----|
| TRAFFIC LANES | YES | RED STOP BAR | YES |
|---------------|-----|--------------|-----|

Describe any discrepancies found:

RED LIGHT SIGNS - IN PLACE

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

DATE: 3/18/14 TIME: 8:50 A Inspected by: L. Kelly - Engineering Tech. I

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: CHERRY ST @ MOWRY AVE

APPROACH TO BE INSPECTED: S/B CHERRY ST ϕ 2 & ϕ 5

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED? NO

| | | |
|-----------------------------------|---|----------------------------|
| Time of Red Phase = 1.0s ϕ 2 | | Time of Amber Phase = 4.3s |
| 0.6s ϕ 5 | ARE LANES AND STOP LINES PAINTED AND VISIBLE? | YES (NEW) S/B CHERRY |
| TRAFFIC LANES YES | ✓ | RED STOP BAR YES |

Describe any discrepancies found:

RED LIGHT SIGNS - IN PLACE

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

| | | | | |
|-------|----------|-------|--------|--------------------------------------|
| DATE: | 10/24/13 | TIME: | 1:25 P | Inspected by: L. Kelly - Eng. Tech I |
|-------|----------|-------|--------|--------------------------------------|

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: CHERRY ST @ MOWRY AVE

APPROACH TO BE INSPECTED: S1B CHERRY ST ϕ 2 & ϕ 5

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION NO

Lanes Changed

NO

DESCRIBE ANY CHANGES BELOW:

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED? NO

Time of Red Phase = 0.5 ϕ 5 | 1.05 ϕ 2

Time of Amber Phase =

4.35

ARE LANES AND STOP LINES PAINTED AND VISIBLE?

TRAFFIC LANES

YES

RED STOP BAR

YES

Describe any discrepancies found:

RED LIGHT SIGNS - IN PLACE

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

DATE:

3/20/13

TIME:

9:25 A

Inspected by: S. Kelly

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: CHERRY ST @ MOWRY AVE

APPROACH TO BE INSPECTED: S/B CHERRY ST, Ø2 & Ø5

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

Lanes Changed

NO

DESCRIBE ANY CHANGES BELOW:

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? NO

Time of Red Phase = 1.05 Ø2 0.5 → 0.5

Time of Amber Phase = 4.35

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

TRAFFIC LANES

YES

RED STOP BAR

YES

Describe any discrepancies found:

RED LIGHT SIGNS - In Place

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

DATE: 9/20/12 TIME: 11:10 A Inspected by: LK

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: CHERRY ST @ MOWRY AVE

APPROACH TO BE INSPECTED: SIB CHERRY @ 42 & 45

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

Lanes Changed NO DESCRIBE ANY CHANGES BELOW:

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

Time of Red Phase = 02 = 4.05 05 = 0.55 Time of Amber Phase = 4.35

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

TRAFFIC LANES YES RED STOP BAR YES

Describe any discrepancies found:

RED LIGHT SIGNS - In Place

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

DATE: 4/4/12 TIME: 12:40 P Inspected by: K. Kelly - Engineering Tech I

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: CHERRY ST @ MAURY AVE

APPROACH TO BE INSPECTED: SIB CHERRY ST 02 & 05

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? NO

| | | | |
|-------------------------------|-----------|-----------------------|------|
| Time of Red Phase = 02 = 1.0s | 05 = 0.5s | Time of Amber Phase = | 4.3s |
|-------------------------------|-----------|-----------------------|------|

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

| | | | |
|---------------|-----|--------------|-----|
| TRAFFIC LANES | YES | RED STOP BAR | YES |
|---------------|-----|--------------|-----|

Describe any discrepancies found:

RED LIGHT SIGNS - In Place

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

DATE: 8/30/2011 TIME: 9:30 A Inspected by: L. Kelly - Engineering Tech I

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: CHERRY ST. @ MARY AVE.

APPROACH TO BE INSPECTED: SIB CHERRY ST 02 & 05

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

Lanes Changed NO DESCRIBE ANY CHANGES BELOW:

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

Time of Red Phase = CR=1.05 CB=0.55 Time of Amber Phase = 4.35

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

TRAFFIC LANES YES RED STOP BAR YES

Describe any discrepancies found:

RED LIGHT SIGNS - In Place

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

DATE: 4/11/11 TIME: 10:00 A Inspected by: J. Kelly - Eng. Tech I

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: CHERRY ST. @ MONRY AVE

APPROACH TO BE INSPECTED: SIB CHERRY ST. $\phi 2$ & $\phi 5$

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

| | | | | |
|---------------------|----------------|-----------------|-----------------------|-------|
| Time of Red Phase = | $\phi 2 = 1.3$ | $\phi 5 = 0.55$ | Time of Amber Phase = | 4.3 s |
|---------------------|----------------|-----------------|-----------------------|-------|

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

| | | | |
|---------------|-----|--------------|-----|
| TRAFFIC LANES | YES | RED STOP BAR | YES |
|---------------|-----|--------------|-----|

Describe any discrepancies found:

RED LIGHT SIGNS - In Place

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

| | | | | | |
|-------|----------|-------|---------|---------------|------------------------|
| DATE: | 12/30/10 | TIME: | 10:15 A | Inspected by: | J. Kelly - Eng. Tech I |
|-------|----------|-------|---------|---------------|------------------------|

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: CHERRY ST. @ MOWRY AVE

APPROACH TO BE INSPECTED: SIB CHERRY Ø2 & Ø5

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

| | | | |
|---------------------|-------|-----------------------|-------|
| Time of Red Phase = | 0.5 s | Time of Amber Phase = | 4.3 s |
|---------------------|-------|-----------------------|-------|

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

| | | | |
|---------------|-----|--------------|-----|
| TRAFFIC LANES | YES | RED STOP BAR | YES |
|---------------|-----|--------------|-----|

Describe any discrepancies found:

RED LIGHT SIGNS - In Place

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

| | | | | | |
|-------|--------|-------|-------|---------------|--------------------------|
| DATE: | 3/9/10 | TIME: | 9:05A | Inspected by: | J. Kelly - Eng. Tech. I. |
|-------|--------|-------|-------|---------------|--------------------------|

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: CHERRY STREET @ MOWRY AVENUE

APPROACH TO BE INSPECTED: SIB CHERRY 02 & 05

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

| | | | |
|---------------------|------|-----------------------|------|
| Time of Red Phase = | 0.55 | Time of Amber Phase = | 4.35 |
|---------------------|------|-----------------------|------|

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

| | | | |
|---------------|-----|--------------|-----|
| TRAFFIC LANES | YES | RED STOP BAR | YES |
|---------------|-----|--------------|-----|

Describe any discrepancies found:

RED LIGHT SIGNS - IN PLACE

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

| | | | | |
|-------|-------|-------|-------|-------------------------------|
| DATE: | 9/8/9 | TIME: | 9:50A | Inspected by: <u>L. Kelly</u> |
|-------|-------|-------|-------|-------------------------------|

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: *CHERRY STREET @ MOWRY AVENUE*

APPROACH TO BE INSPECTED: *SIB CHERRY STREET, Ø2 & Ø5*

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|-----------|-----------------------------|
| Lanes Changed | <i>NO</i> | DESCRIBE ANY CHANGES BELOW: |
|---------------|-----------|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

| | | | |
|---------------------|--------------|-----------------------|--------------|
| Time of Red Phase = | <i>0.5 s</i> | Time of Amber Phase = | <i>4.3 s</i> |
|---------------------|--------------|-----------------------|--------------|

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

| | | | |
|---------------|------------|--------------|------------|
| TRAFFIC LANES | <i>YES</i> | RED STOP BAR | <i>YES</i> |
|---------------|------------|--------------|------------|

Describe any discrepancies found:

RED LIGHT SIGNS - IN PLACE

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NONE

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

| | | | | |
|-------|------------------|-------|---------------|-------------------------------|
| DATE: | <i>3/13/2009</i> | TIME: | <i>9:45 A</i> | Inspected by: <i>J. Kelly</i> |
|-------|------------------|-------|---------------|-------------------------------|

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: CHERRY ST @ MOWRY AVENUE

APPROACH TO BE INSPECTED: SIB CHERRY ST @ 02 & 05

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION NO

Lanes Changed

No Changes

DESCRIBE ANY CHANGES BELOW: None

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

Time of Red Phase = 0.5 s

Time of Amber Phase = 4.3 s

No Change

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

TRAFFIC LANES

YES

RED STOP BAR

YES

Describe any discrepancies found:

RED LIGHT SIGNS - In Place

LED'S IN PLACE WHERE REQUIRED - Yes

LEFT TURNS ADDED - None

OBSTRUCTIONS - None

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

DATE:

9/16/2008

TIME:

Inspected by: L. Kelly

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: CHERRY ST @ MOWRY AVE

APPROACH TO BE INSPECTED: SIB CHERRY ST $\phi 2$ & $\phi 5$

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

Lanes Changed | No Changes | DESCRIBE ANY CHANGES BELOW: None

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

Time of Red Phase = 0.55 | No Changes | Time of Amber Phase = 4.3 s | No Changes

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

TRAFFIC LANES | Yes | RED STOP BAR | Yes

Describe any discrepancies found:

RED LIGHT SIGNS - IN PLACE

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - None

OBSTRUCTIONS - None

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

DATE: 3/6/2008 | TIME: 1 PM | Inspected by: L. Kelly

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: CHERRY STREET @ MOWRY AVENUE

APPROACH TO BE INSPECTED: SIB CHERRY STREET, PHASE 02 & PHASE 05

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

Lanes Changed

No Changes

DESCRIBE ANY CHANGES BELOW:

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

Time of Red Phase = 0.5 Sec No Changes

Time of Amber Phase = 4.3 Sec No Changes

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

TRAFFIC LANES

Yes

RED STOP BAR

Yes

Describe any discrepancies found:

RED LIGHT SIGNS - In Place

LED'S IN PLACE WHERE REQUIRED - Yes

LEFT TURNS ADDED - None

OBSTRUCTIONS - None

PAVEMENT LOOPS AND PIAZO CONDITION Good

PHOTOS

EMERGENCY CONTACTS

DATE: 9/7/7 TIME: 8: 8:45 A Inspected by: L. Kelly

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: *Cherry St @ Mowry SIB Thrus & Left*

APPROACH TO BE INSPECTED: *SIB 02 & SE 05*

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | |
|-------------------------|-----------------------------|
| Lanes Changed <i>No</i> | DESCRIBE ANY CHANGES BELOW: |
|-------------------------|-----------------------------|

All HAVE THE AMBER OR RED PHASE TIMINGS CHANGED? *NO*

| | |
|----------------------------------|--------------------------------------|
| Time of Red Phase = <i>5 sec</i> | Time of Amber Phase = <i>4.3 sec</i> |
|----------------------------------|--------------------------------------|

ARE LANES AND STOP LINES PAINTED AND VISIBLE? *Yes*

| | | | |
|---------------|-------------|--------------|-------------|
| TRAFFIC LANES | <i>GOOD</i> | RED STOP BAR | <i>GOOD</i> |
|---------------|-------------|--------------|-------------|

Describe any discrepancies found:

RED LIGHT SIGNS - *In place*

LED'S IN PLACE WHERE REQUIRED - *Yes all good*

LEFT TURNS ADDED - *None*

OBSTRUCTIONS - *None*

PAVEMENT LOOPS AND PIAZO CONDITION *Good*

PHOTOS

EMERGENCY CONTACTS

| | | |
|---------------------|-------------------|---|
| DATE: <i>3/1/07</i> | TIME: <i>2 PM</i> | Inspected by: <i>L. Kelly</i> <i>Eng. Tech 1</i> |
|---------------------|-------------------|---|

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: *CHERRY ST. AT MOWRY AVE.*

APPROACH TO BE INSPECTED: *SOUTHBOUND PHASES 2 & 5*

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

Lanes Changed

(No)

DESCRIBE ANY CHANGES BELOW:

All

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

Time of Red Phase = *0.5 sec*

(No)

Time of Amber Phase = *4.3 sec*

(No)

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

TRAFFIC LANES

(Yes)

RED STOP BAR *Yes*

No

Describe any discrepancies found: *NONE*

RED LIGHT SIGNS - IN PLACE

LED'S IN PLACE WHERE REQUIRED - IN PLACE

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION *Good*

PHOTOS

EMERGENCY CONTACTS

DATE:

8/22/06

TIME: *2:30PM*

Inspected by:

Jim Davis
Engineering Specialist

| CITY OF NEWARK | | | |
|--|---|-----------------------------|--------|
| SEMI ANNUAL APPROACH INSPECTION | | | |
| INTERSECTION TO BE INSPECTED: MOWRY AVE @ CEDAR BLVD | | | |
| APPROACH TO BE INSPECTED: N/B CEDAR BLVD $\phi 3$ & $\phi 8$, W/B MOWRY AVE $\phi 1$ & $\phi 6$ | | | |
| HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION | | | |
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: | |
| | | | |
| HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? | | | |
| Time of Red Phase = | 1.05 $\phi 6$ & $\phi 8$ | Time of Amber Phase = | 4.35 |
| 0.55 $\phi 1$ & $\phi 3$ | ARE LANES AND STOP LINES PAINTED AND VISIBLE? YES | | |
| TRAFFIC LANES | YES | RED STOP BAR | YES |
| Describe any discrepancies found: | | | |
| | | | |
| RED LIGHT SIGNS - IN PLACE | | | |
| LED'S IN PLACE WHERE REQUIRED - YES | | | |
| LEFT TURNS ADDED - NO | | | |
| OBSTRUCTIONS - NO | | | |
| PAVEMENT LOOPS AND PIAZO CONDITION Good | | | |
| | | | |
| PHOTOS | | | |
| | | | |
| EMERGENCY CONTACTS | | | |
| | | | |
| DATE: | 9-22-14 | TIME: | 2:30 P |
| Inspected by: L. Kelly - Engineering Tech. I | | | |

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: MOWRY AVE @ CEDAR BLVD

APPROACH TO BE INSPECTED: NIB CEDAR BLVD @ 3 & @ 8, WIB MOWRY AVE @ 1 & @ 6

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? NO

| | | | |
|---------------------|--|-----------------------|------|
| Time of Red Phase = | 1.05 @ 6 & @ 8 | Time of Amber Phase = | 4.35 |
| 0.55 @ 3 & @ 1 | ARE LANES AND STOP LINES PAINTED AND VISIBLE ? YES | | |
| TRAFFIC LANES | YES | RED STOP BAR | YES |

Describe any discrepancies found:

RED LIGHT SIGNS - IN PLACE

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

| | | | | |
|-------|--------|-------|--------|--|
| DATE: | 3/2/14 | TIME: | 9:58 A | Inspected by: L. Kelly - Engineering Tech. I |
|-------|--------|-------|--------|--|

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: MOWRY AVE @ CEDAR BLVD

APPROACH TO BE INSPECTED: N18 CEDAR BLVD $\phi 3$ & $\phi 8$, W18 MOWRY AVE $\phi 1$ & $\phi 6$

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? NO

| | |
|--|----------------------------|
| Time of Red Phase - 1.05 $\phi 6$ & $\phi 8$ | Time of Amber Phase - 4.35 |
|--|----------------------------|

0.55 $\phi 3$ & $\phi 1$ ARE LANES AND STOP LINES PAINTED AND VISIBLE? YES (NEW) MOWRY W18

| | | | |
|---------------|-----|--------------|-----|
| TRAFFIC LANES | YES | RED STOP BAR | YES |
|---------------|-----|--------------|-----|

Describe any discrepancies found:

RED LIGHT SIGNS - IN PLACE

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

DATE: 10/24/13 TIME: 2:28 P Inspected by: L. Kelly - Eng. Tech. I

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: Mowry Ave @ Cedar Blvd

APPROACH TO BE INSPECTED: NB Cedar Blvd $\phi 3$ & $\phi 8$, WB Mowry Ave $\phi 1$ & $\phi 6$

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION NO

Lanes Changed

NO

DESCRIBE ANY CHANGES BELOW:

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? NO

Time of Red Phase = 0.55 $\phi 1$ & $\phi 3$, 1.05 $\phi 2$ & $\phi 6$ Time of Amber Phase = 4.35

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

TRAFFIC LANES

YES

RED STOP BAR

YES

Describe any discrepancies found:

RED LIGHT SIGNS - IN PLACE

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

DATE:

3/20/13

TIME:

10:36 A

Inspected by:

J Kelly

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: *MOWRY AVE @ CEDAR BLVD*

APPROACH TO BE INSPECTED: *N1B CEDAR BLVD $\phi 3$ & $\phi 8$, W1B MOWRY AVE $\phi 1$ & $\phi 6$*

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|-----------|-----------------------------|
| Lanes Changed | <i>NO</i> | DESCRIBE ANY CHANGES BELOW: |
|---------------|-----------|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? *NO*

Time of Red Phase = *1.05 ~~$\phi 6$ & $\phi 8$~~ 0.55 = ~~$\phi 1$ & $\phi 1$~~ Time of Amber Phase = *4.35**

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

| | | | |
|---------------|------------|--------------|------------|
| TRAFFIC LANES | <i>YES</i> | RED STOP BAR | <i>YES</i> |
|---------------|------------|--------------|------------|

Describe any discrepancies found:

RED LIGHT SIGNS - *In Place*

LED'S IN PLACE WHERE REQUIRED - *YES*

LEFT TURNS ADDED - *NO*

OBSTRUCTIONS - *NONE*

PAVEMENT LOOPS AND PIAZO CONDITION *GOOD*

PHOTOS

EMERGENCY CONTACTS

| | | | | |
|-------|----------------|-------|----------------|-------------------------|
| DATE: | <i>9/20/12</i> | TIME: | <i>10:55 A</i> | Inspected by: <i>LK</i> |
|-------|----------------|-------|----------------|-------------------------|

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: *MOWRY AVE @ CEDAR BLVD*

APPROACH TO BE INSPECTED: *N/B CEDAR @ 3 & 08, W/B MOWRY @ 1 & 06*

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

Lanes Changed

NO

DESCRIBE ANY CHANGES BELOW:

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

Time of Red Phase = *06 & 08* = *1:05 @ 1 & 03 @ 05* Time of Amber Phase = *0.3 s*

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

TRAFFIC LANES

YES

RED STOP BAR

YES

Describe any discrepancies found:

RED LIGHT SIGNS - *In Place*

LED'S IN PLACE WHERE REQUIRED - *YES*

LEFT TURNS ADDED - *NO*

OBSTRUCTIONS - *NO*

PAVEMENT LOOPS AND PIAZO CONDITION *GOOD*

PHOTOS

EMERGENCY CONTACTS

DATE: *4/4/12* TIME: *9:45 A* Inspected by: *L. Kelly - Eng. Tech I*

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: MOWRY AVE @ CEDAR BLVD

APPROACH TO BE INSPECTED: N/B CEDAR $\phi 3$ & $\phi 8$ W/B MOWRY $\phi 7$ & $\phi 6$

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED? NO

| | | | |
|---|-----------------------------|-----------------------|-------|
| Time of Red Phase - $\phi 6$ & $\phi 8$ - 1.0 | $\phi 7$ & $\phi 3$ - 0.5 s | Time of Amber Phase - | 4.3 s |
|---|-----------------------------|-----------------------|-------|

ARE LANES AND STOP LINES PAINTED AND VISIBLE?

| | | | |
|---------------|-----|--------------|-----|
| TRAFFIC LANES | YES | RED STOP BAR | YES |
|---------------|-----|--------------|-----|

Describe any discrepancies found:

RED LIGHT SIGNS - In Place

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

| | | | | | |
|-------|-----------|-------|-------|---------------|--------------------------------|
| DATE: | 8/30/2011 | TIME: | 9:25A | Inspected by: | L. Kelly - Engineering Tech. I |
|-------|-----------|-------|-------|---------------|--------------------------------|

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: MAURY AVE @ CEDAR BLVD.

APPROACH TO BE INSPECTED: N/B CEDAR 03 & 08, W/B MAURY 01 & 06

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

Time of Red Phase = 01 & 03 = 0.55 06 & 08 = 1.05 Time of Amber Phase = 4.35

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

| | | | |
|---------------|-----|--------------|-----|
| TRAFFIC LANES | YES | RED STOP BAR | YES |
|---------------|-----|--------------|-----|

Describe any discrepancies found:

RED LIGHT SIGNS - In Place

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION NEW N/B, GOOD W/B

PHOTOS

EMERGENCY CONTACTS

DATE: 11/23/10 TIME: 10:06A Inspected by: J. Kelly - Eng. Tech I

| CITY OF NEWARK | | | |
|--|--------|-----------------------------|-------|
| SEMI ANNUAL APPROACH INSPECTION | | | |
| INTERSECTION TO BE INSPECTED: MOWRY AVE @ CEDAR BLVD | | | |
| APPROACH TO BE INSPECTED: N1B CEDAR 03 & 08, W1B MOWRY 01 & 06 | | | |
| HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION | | | |
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: | |
| | | | |
| HAVE THE AMBER OR RED PHASE TIMINGS CHANGED? NO | | | |
| Time of Red Phase = | 0.5 s | Time of Amber Phase = | 4.3 s |
| ARE LANES AND STOP LINES PAINTED AND VISIBLE? | | | |
| TRAFFIC LANES | YES | RED STOP BAR | YES |
| Describe any discrepancies found: | | | |
| | | | |
| RED LIGHT SIGNS - In Place | | | |
| LED'S IN PLACE WHERE REQUIRED - YES | | | |
| LEFT TURNS ADDED - NO | | | |
| OBSTRUCTIONS - NONE | | | |
| PAVEMENT LOOPS AND PIAZO CONDITION NEW N1B, GOOD W1B | | | |
| PHOTOS | | | |
| | | | |
| EMERGENCY CONTACTS | | | |
| | | | |
| DATE: | 3/9/10 | TIME: | 9:20A |
| Inspected by: J. Kelly - Eng. Tech I | | | |

| CITY OF NEWARK | | | |
|--|------|-----------------------------|------|
| SEMI ANNUAL APPROACH INSPECTION | | | |
| INTERSECTION TO BE INSPECTED: <i>Mowry Avenue @ Cedar Blvd.</i> | | | |
| APPROACH TO BE INSPECTED: <i>NIB</i> 03 & 08 CEDAR BLVD <i>NIB</i> 01 & 06 MOWRY AVE | | | |
| HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION | | | |
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: | |
| | | | |
| HAVE THE AMBER OR RED PHASE TIMINGS CHANGED? <i>NO</i> | | | |
| Time of Red Phase = | 0.55 | Time of Amber Phase = | 4.35 |
| ARE LANES AND STOP LINES PAINTED AND VISIBLE? | | | |
| TRAFFIC LANES | YES | RED STOP BAR | YES |
| Describe any discrepancies found: | | | |
| | | | |
| RED LIGHT SIGNS - <i>In Place</i> | | | |
| LED'S IN PLACE WHERE REQUIRED - <i>YES</i> | | | |
| LEFT TURNS ADDED - <i>NO</i> | | | |
| OBSTRUCTIONS - <i>NONE</i> | | | |
| PAVEMENT LOOPS AND PIAZO CONDITION <i>New NIB Cedar OIL</i> | | | |
| PHOTOS | | | |
| | | | |
| EMERGENCY CONTACTS | | | |
| DATE: <i>9/8/9</i> TIME: <i>8:50A</i> Inspected by: <i>Kelley</i> | | | |

| CITY OF NEWARK | | | |
|--|------------------|-----------------------------|---------------|
| SEMI ANNUAL APPROACH INSPECTION | | | |
| INTERSECTION TO BE INSPECTED: <i>MOWRY AVENUE @ CEDAR BLVD.</i> | | | |
| APPROACH TO BE INSPECTED: <i>W/B MOWRY, Ø1 & Ø6, N/B CEDAR Ø3 & Ø8</i> | | | |
| HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION | | | |
| Lanes Changed | | DESCRIBE ANY CHANGES BELOW: | |
| | | | |
| HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? | | | |
| Time of Red Phase = | <i>0.5 s</i> | Time of Amber Phase = | <i>4.3 s</i> |
| ARE LANES AND STOP LINES PAINTED AND VISIBLE ? | | | |
| TRAFFIC LANES | <i>YES</i> | RED STOP BAR | <i>YES</i> |
| Describe any discrepancies found: | | | |
| | | | |
| RED LIGHT SIGNS - <i>IN PLACE</i> | | | |
| LED'S IN PLACE WHERE REQUIRED - <i>YES</i> | | | |
| LEFT TURNS ADDED - <i>NONE</i> | | | |
| OBSTRUCTIONS - <i>NONE</i> | | | |
| | | | |
| PAVEMENT LOOPS AND PIAZO CONDITION <i>GOOD</i> | | | |
| | | | |
| PHOTOS | | | |
| | | | |
| EMERGENCY CONTACTS | | | |
| | | | |
| DATE: | <i>3/12/2009</i> | TIME: | <i>9:05 A</i> |
| Inspected by: | | <i>Kelly</i> | |

| CITY OF NEWARK | | | |
|---|------------|-----------------------------|------------------------|
| SEMI ANNUAL APPROACH INSPECTION | | | |
| INTERSECTION TO BE INSPECTED: MOWRY AVENUE @ CEDAR BLVD | | | |
| APPROACH TO BE INSPECTED: W/B MOWRY AVE $\phi 1$ & $\phi 6$, N/B CEDAR $\phi 3$ & $\phi 8$ | | | |
| HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION NO | | | |
| Lanes Changed | No Changes | DESCRIBE ANY CHANGES BELOW: | |
| | | | |
| | | | |
| HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? | | | |
| Time of Red Phase = | 0.5 sec | Time of Amber Phase = | 4.3 sec No Changes |
| ARE LANES AND STOP LINES PAINTED AND VISIBLE ? | | | |
| TRAFFIC LANES | Yes | RED STOP BAR | Yes |
| Describe any discrepancies found: | | | |
| | | | |
| | | | |
| RED LIGHT SIGNS - In Place | | | |
| LED'S IN PLACE WHERE REQUIRED - Yes | | | |
| LEFT TURNS ADDED - None | | | |
| OBSTRUCTIONS - None | | | |
| | | | |
| PAVEMENT LOOPS AND PIAZO CONDITION Good | | | |
| | | | |
| PHOTOS | | | |
| | | | |
| | | | |
| EMERGENCY CONTACTS | | | |
| | | | |
| DATE: | 9/15/2008 | TIME: | Inspected by: L. Kelly |

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: *MOWRY AVE. & CEDAR BLVD*

APPROACH TO BE INSPECTED: *W/B MOWRY ϕ 1 & ϕ 6, N/B CEDAR ϕ 3 & ϕ 8*

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|------------------|---|
| Lanes Changed | <i>No Change</i> | DESCRIBE ANY CHANGES BELOW: <i>NONE</i> |
|---------------|------------------|---|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

| | | | |
|---------------------------------|------------------|-----------------------------------|-----------------|
| Time of Red Phase = <i>0.55</i> | <i>No Change</i> | Time of Amber Phase = <i>4.35</i> | <i>No Chngs</i> |
|---------------------------------|------------------|-----------------------------------|-----------------|

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

| | | | |
|---------------|------------|--------------|------------|
| TRAFFIC LANES | <i>Yes</i> | RED STOP BAR | <i>Yes</i> |
|---------------|------------|--------------|------------|

Describe any discrepancies found:

RED LIGHT SIGNS - *IN PLACE*

LED'S IN PLACE WHERE REQUIRED - *YES*

LEFT TURNS ADDED - *NONE*

OBSTRUCTIONS - *NONE*

PAVEMENT LOOPS AND PIAZO CONDITION *GOOD*

PHOTOS

EMERGENCY CONTACTS

| | | | | |
|-------|-----------------|-------|--------------|-------------------------------|
| DATE: | <i>3/6/2008</i> | TIME: | <i>9:35A</i> | Inspected by: <i>L. Kelly</i> |
|-------|-----------------|-------|--------------|-------------------------------|

| CITY OF NEWARK | | | |
|---|------------------|-----------------------------|----------------|
| SEMI ANNUAL APPROACH INSPECTION | | | |
| INTERSECTION TO BE INSPECTED: <i>MOWRY AVENUE @ CEDAR BLVD</i> | | | |
| APPROACH TO BE INSPECTED: <i>W/B MOWRY AVE PHASE 1 & PHASE 6, N/B CEDAR PH 3 & PH 8</i> | | | |
| HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION | | | |
| Lanes Changed | <i>No Change</i> | DESCRIBE ANY CHANGES BELOW: | |
| | | | |
| HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? | | | |
| Time of Red Phase = | <i>0.5 Sec</i> | Time of Amber Phase = | <i>4.3 Sec</i> |
| <i>No Change</i> | | <i>No Change</i> | |
| ARE LANES AND STOP LINES PAINTED AND VISIBLE ? | | | |
| TRAFFIC LANES | <i>Yes</i> | RED STOP BAR | <i>Yes</i> |
| Describe any discrepancies found: | | | |
| | | | |
| RED LIGHT SIGNS - <i>In Place</i> | | | |
| LED'S IN PLACE WHERE REQUIRED - <i>Yes</i> | | | |
| LEFT TURNS ADDED - <i>None</i> | | | |
| OBSTRUCTIONS - <i>None</i> | | | |
| PAVEMENT LOOPS AND PIAZO CONDITION <i>Good</i> | | | |
| PHOTOS | | | |
| | | | |
| EMERGENCY CONTACTS | | | |
| | | | |
| DATE: | <i>9/7/2007</i> | TIME: | <i>7:35 A</i> |
| Inspected by: <i>L. Kelly</i> | | | |

| CITY OF NEWARK | | | |
|---|----------------|-----------------------------|----------------|
| SEMI ANNUAL APPROACH INSPECTION | | | |
| INTERSECTION TO BE INSPECTED: <i>MAURY AVE @ CEDAR BLVD</i> | | | |
| APPROACH TO BE INSPECTED: <i>W/B MAURY @ 1 & @ 6 N/B CEDAR @ 3 & @ 8</i> | | | |
| HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION? | | | |
| Lanes Changed | <i>NO</i> | DESCRIBE ANY CHANGES BELOW: | |
| | | | |
| | | | |
| HAVE THE AMBER OR RED PHASE TIMINGS CHANGED? | | | |
| Time of Red Phase = | <i>0.5 sec</i> | Time of Amber Phase = | <i>4.3 Sec</i> |
| ARE LANES AND STOP LINES PAINTED AND VISIBLE? | | | |
| TRAFFIC LANES | <i>Yes</i> | RED STOP BAR | <i>Yes</i> |
| Describe any discrepancies found: <i>Cedar N/B - 1st Stop Bar Needs repainting & is scheduled w/ maintenance theme done ✓</i> | | | |
| <i>Painted white line w/ marking paint 3/14/17 @ 9AM</i> | | | |
| <i>PK</i> | | | |
| RED LIGHT SIGNS - <i>in place</i> | | | |
| LED'S IN PLACE WHERE REQUIRED - <i>In place</i> | | | |
| LEFT TURNS ADDED - <i>None</i> | | | |
| OBSTRUCTIONS - <i>None</i> | | | |
| PAVEMENT LOOPS AND PIAZO CONDITION | | | |
| <i>Good</i> | | | |
| PHOTOS | | | |
| | | | |
| EMERGENCY CONTACTS | | | |
| | | | |
| DATE: | <i>5/16/17</i> | TIME: | <i>11A</i> |
| Inspected by: | | <i>L. Kelly</i> | |

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: MOWRY AVE. AT CEDAR BLVD

APPROACH TO BE INSPECTED: W/B MOWRY $\phi 1, \phi 6$ AND N/B CEDAR $\phi 8, \phi 3$

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

All HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

| | | |
|---------------------------|----|-----------------------------|
| Time of Red Phase = 0.5 s | NO | Time of Amber Phase = 4.3 s |
|---------------------------|----|-----------------------------|

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

| | | | |
|---------------|-----|--------------|-----|
| TRAFFIC LANES | Yes | RED STOP BAR | Yes |
|---------------|-----|--------------|-----|

Describe any discrepancies found:

RED LIGHT SIGNS - IN PLACE

LED'S IN PLACE WHERE REQUIRED - IN PLACE

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD ✓

PHOTOS

EMERGENCY CONTACTS

| | | |
|---------------|------------|------------------------|
| DATE: 11/9/06 | TIME: 10 A | Inspected by: L. Kelly |
|---------------|------------|------------------------|

| CITY OF NEWARK | | | |
|--|--|-----------------------------|--------|
| SEMI ANNUAL APPROACH INSPECTION | | | |
| INTERSECTION TO BE INSPECTED: NEWARK BLVD @ JARVIS AVE | | | |
| APPROACH TO BE INSPECTED: SIB NEWARK BLVD 02 & 05, (DO NON-OP) | | | |
| HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION | | | |
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: | |
| | | | |
| | | | |
| HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? | | | |
| Time of Red Phase = 1.0s 02 | * 06 | Time of Amber Phase = | 4.35 |
| 0.5s 05 | ARE LANES AND STOP LINES PAINTED AND VISIBLE ? | | YES |
| TRAFFIC LANES | YES | RED STOP BAR | YES |
| Describe any discrepancies found: | | | |
| | | | |
| | | | |
| RED LIGHT SIGNS - IN PLACE | | | |
| | | | |
| LED'S IN PLACE WHERE REQUIRED - YES | | | |
| | | | |
| LEFT TURNS ADDED - NO | | | |
| | | | |
| OBSTRUCTIONS - NO | | | |
| | | | |
| PAVEMENT LOOPS AND PIAZO CONDITION GOOD | | | |
| | | | |
| | | | |
| PHOTOS | | | |
| | | | |
| | | | |
| | | | |
| EMERGENCY CONTACTS | | | |
| | | | |
| DATE: | 9-22-14 | TIME: | 1:54 P |
| Inspected by: J. Kelly - Engineering Tech. I | | | |

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: NEWARK BLVD @ JARVIS AVE

APPROACH TO BE INSPECTED: S1B NEWARK BLVD ϕ 2 & ϕ 5, N1B NEWARK ϕ 6

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? NO

| | |
|--|----------------------------|
| Time of Red Phase = 1.05 ϕ 2 & ϕ 6 | Time of Amber Phase = 4.35 |
|--|----------------------------|

0.55 ϕ 5 ARE LANES AND STOP LINES PAINTED AND VISIBLE? YES

| | | | |
|---------------|-----|--------------|-----|
| TRAFFIC LANES | YES | RED STOP BAR | YES |
|---------------|-----|--------------|-----|

Describe any discrepancies found:

RED LIGHT SIGNS - IN PLACE

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

| | | | | |
|-------|---------|-------|--------|--|
| DATE: | 3/18/14 | TIME: | 9:35 A | Inspected by: L. Kelly Engineering Tech. I |
|-------|---------|-------|--------|--|

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: NEWARK BLVD & JARVIS AVE

APPROACH TO BE INSPECTED: SIB NEWARK BLVD 02 & 05, NIB NEWARK BLVD 06

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED? NO

| | | | |
|---|-------------|-----------------------|------|
| Time of Red Phase = | 1.0 02 & 06 | Time of Amber Phase = | 4.35 |
| 0.5 s 05 ARE LANES AND STOP LINES PAINTED AND VISIBLE? YES - SIB NEWARK (NEW) | | | |
| TRAFFIC LANES | YES | RED STOP BAR | YES |

Describe any discrepancies found:

RED LIGHT SIGNS - IN PLACE

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

DATE: 10/24/13 TIME: 1:55 P Inspected by: L. Kelly - Eng. Tech. I

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: NEWARK BLVD @ JARVIS AVE

APPROACH TO BE INSPECTED: S/B NEWARK BLVD @ 2nd 05, N/B NEWARK BLVD @ 6

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION NO

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

| | | | | |
|---------------------|----------|----------------------------|-----------------------|------|
| Time of Red Phase = | 0.55 @ 5 | 1.05 @ 2 nd @ 6 | Time of Amber Phase = | 4.35 |
|---------------------|----------|----------------------------|-----------------------|------|

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

| | | | |
|---------------|-----|--------------|-----|
| TRAFFIC LANES | YES | RED STOP BAR | YES |
|---------------|-----|--------------|-----|

Describe any discrepancies found:

RED LIGHT SIGNS - IN PLACE

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

| | | | | | |
|-------|---------|-------|--------|---------------|----------|
| DATE: | 3/20/13 | TIME: | 9:55 A | Inspected by: | J. Kelly |
|-------|---------|-------|--------|---------------|----------|

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: NEWARK BLVD @ JARVIS AVE

APPROACH TO BE INSPECTED: 02 & 05 513 NEWARK BLVD, 06 N13 NEWARK

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? NO

Time of Red Phase = ~~02:00~~ 1:05, 0.55 = 05 Time of Amber Phase = 4.35

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

| | | | |
|---------------|-----|--------------|-----|
| TRAFFIC LANES | YES | RED STOP BAR | YES |
|---------------|-----|--------------|-----|

Describe any discrepancies found:

RED LIGHT SIGNS - In Place

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION Good

PHOTOS

EMERGENCY CONTACTS

| | | | | |
|-------|---------|-------|---------|------------------|
| DATE: | 9/20/12 | TIME: | 10:40 A | Inspected by: LK |
|-------|---------|-------|---------|------------------|

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: NEWARK BLVD @ JARVIS AVE

APPROACH TO BE INSPECTED: 02 & 05 SIB NEWARK, 06 NIB NEWARK

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

Lanes Changed

NO

DESCRIBE ANY CHANGES BELOW:

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

Time of Red Phase = 02 = 1.0, 05 = 0.5, 06 = 1.0 Time of Amber Phase = 4.35

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

TRAFFIC LANES

YES

RED STOP BAR

YES

Describe any discrepancies found:

RED LIGHT SIGNS - In Place

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION GOOD

PHOTOS

EMERGENCY CONTACTS

DATE: 4/4/12 TIME: 8:45 A Inspected by: L. Kelly - Eng. Tech. I

| CITY OF NEWARK | | | |
|--|----------------|-----------------------------|---|
| SEMI ANNUAL APPROACH INSPECTION | | | |
| INTERSECTION TO BE INSPECTED: <u>NEWARK BLVD @ JARVIS AVE</u> | | | |
| APPROACH TO BE INSPECTED: <u>02 & 05 SIB NEWARK, 06 NIB NEWARK</u> | | | |
| HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION | | | |
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: | |
| | | | |
| HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? NO | | | |
| Time of Red Phase - | <u>02:1.05</u> | <u>05:0.56</u> | Time of Amber Phase - <u>4.35</u> |
| ARE LANES AND STOP LINES PAINTED AND VISIBLE ? | | | |
| TRAFFIC LANES | YES | RED STOP BAR | YES |
| Describe any discrepancies found: | | | |
| | | | |
| RED LIGHT SIGNS - <u>In Place</u> | | | |
| LED'S IN PLACE WHERE REQUIRED - <u>YES</u> | | | |
| LEFT TURNS ADDED - <u>NO</u> | | | |
| OBSTRUCTIONS - <u>NONE</u> | | | |
| PAVEMENT LOOPS AND PIAZO CONDITION <u>GOOD</u> | | | |
| | | | |
| PHOTOS | | | |
| | | | |
| | | | |
| EMERGENCY CONTACTS | | | |
| | | | |
| DATE: | <u>8/30/01</u> | TIME: | <u>9:45 A</u> Inspected by: <u>L. Kelly - Engineering Tech. I</u> |

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: NEWARK BLVD @ JARVIS AVE

APPROACH TO BE INSPECTED: 02 & 05 SIB NEWARK, N18 NEWARK 06

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|----|-----------------------------|
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: |
|---------------|----|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

| | | |
|-------------------------------|----------------|----------------------------|
| Time of Red Phase = 05 = 0.55 | 02 & 06 = 1.08 | Time of Amber Phase = 4.35 |
|-------------------------------|----------------|----------------------------|

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

| | | | |
|---------------|-----|--------------|-----|
| TRAFFIC LANES | YES | RED STOP BAR | YES |
|---------------|-----|--------------|-----|

Describe any discrepancies found:

RED LIGHT SIGNS - In Place

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - NO

OBSTRUCTIONS - NONE

PAVEMENT LOOPS AND PIAZO CONDITION N18 NEW, SIB GOOD

PHOTOS

EMERGENCY CONTACTS

| | | | | |
|-------|---------|-------|---------|---------------------------------------|
| DATE: | 4/11/11 | TIME: | 10:20 A | Inspected by: J. Kelly - Eng. Tech. I |
|-------|---------|-------|---------|---------------------------------------|

| CITY OF NEWARK | | | |
|---|---------|-----------------------------|---|
| SEMI ANNUAL APPROACH INSPECTION | | | |
| INTERSECTION TO BE INSPECTED: NEWARK BLVD. @ JARVIS AVE. | | | |
| APPROACH TO BE INSPECTED: 02 & 05 S/B NEWARK, 06 N/B NEWARK | | | |
| HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION | | | |
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: | |
| | | | |
| | | | |
| HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? | | | |
| Time of Red Phase = 02 & 06 = 13 | | Time of Amber Phase = 4.3s | |
| | | | |
| ARE LANES AND STOP LINES PAINTED AND VISIBLE ? | | | |
| TRAFFIC LANES | YES | RED STOP BAR | YES |
| Describe any discrepancies found: | | | |
| | | | |
| | | | |
| RED LIGHT SIGNS - In Place | | | |
| | | | |
| LED'S IN PLACE WHERE REQUIRED - YES | | | |
| | | | |
| LEFT TURNS ADDED - NO | | | |
| | | | |
| OBSTRUCTIONS - NONE | | | |
| | | | |
| | | | |
| PAVEMENT LOOPS AND PIAZO CONDITION NEW N/B, S/B GOOD | | | |
| | | | |
| | | | |
| PHOTOS | | | |
| | | | |
| | | | |
| EMERGENCY CONTACTS | | | |
| | | | |
| | | | |
| DATE: | 12/1/10 | TIME: | 10:30A Inspected by: L. Kelly - Eng. Tech I |

| CITY OF NEWARK | | | |
|---|--------|-----------------------------|---|
| SEMI ANNUAL APPROACH INSPECTION | | | |
| INTERSECTION TO BE INSPECTED: <i>NEWARK BLVD @ JARVIS AVE.</i> | | | |
| APPROACH TO BE INSPECTED: <i>N1B NEWARK 06 & S1B NEWARK 02 & 05</i> | | | |
| HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION | | | |
| Lanes Changed | NO | DESCRIBE ANY CHANGES BELOW: | |
| | | | |
| | | | |
| HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? | | | |
| Time of Red Phase = | 0.55 | Time of Amber Phase = | 4.35 |
| ARE LANES AND STOP LINES PAINTED AND VISIBLE ? | | | |
| TRAFFIC LANES | YES | RED STOP BAR | YES |
| Describe any discrepancies found: | | | |
| | | | |
| | | | |
| RED LIGHT SIGNS - <i>In Place</i> | | | |
| LED'S IN PLACE WHERE REQUIRED - <i>YES</i> | | | |
| LEFT TURNS ADDED - <i>NO</i> | | | |
| OBSTRUCTIONS - <i>NONE</i> | | | |
| | | | |
| PAVEMENT LOOPS AND PIAZO CONDITION <i>NEW N1B, S1B GOOD</i> | | | |
| | | | |
| PHOTOS | | | |
| | | | |
| | | | |
| EMERGENCY CONTACTS | | | |
| | | | |
| DATE: | 319110 | TIME: | 8:40 A Inspected by: <i>L. Kelley Eng. Tech I</i> |

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: *Newark Blvd @ Jarrin's Avenue*

APPROACH TO BE INSPECTED: *N1B Newark 0/6 & S1B Newark 0/2 & 0/5*

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|-----------|-----------------------------|
| Lanes Changed | <i>NO</i> | DESCRIBE ANY CHANGES BELOW: |
|---------------|-----------|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? *NO*

| | | | |
|---------------------|-------------|-----------------------|-------------|
| Time of Red Phase = | <i>0:55</i> | Time of Amber Phase = | <i>4.35</i> |
|---------------------|-------------|-----------------------|-------------|

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

| | | | |
|---------------|------------|--------------|------------|
| TRAFFIC LANES | <i>YES</i> | RED STOP BAR | <i>YES</i> |
|---------------|------------|--------------|------------|

Describe any discrepancies found: *New Striping N1B Newark & x walk (SB)*

RED LIGHT SIGNS - *IN PLACE*

LED'S IN PLACE WHERE REQUIRED - *YES*

LEFT TURNS ADDED - *NO*

OBSTRUCTIONS - *NONE*

PAVEMENT LOOPS AND PIAZO CONDITION *New loops N1B New 0/L*

PHOTOS

EMERGENCY CONTACTS

| | | | | |
|-------|---------------|-------|--------------|------------------------------|
| DATE: | <i>9/8/19</i> | TIME: | <i>9:15A</i> | Inspected by: <i>J Kelly</i> |
|-------|---------------|-------|--------------|------------------------------|

| CITY OF NEWARK | | | |
|---|------------------|-----------------------------|--|
| SEMI ANNUAL APPROACH INSPECTION | | | |
| INTERSECTION TO BE INSPECTED: <i>NEWARK BLVD. @ JARUS AVENUE</i> | | | |
| APPROACH TO BE INSPECTED: <i>N/B NEWARK, Ø6 AND S/B NEWARK, Ø2 & Ø5</i> | | | |
| HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION | | | |
| Lanes Changed | <i>NO</i> | DESCRIBE ANY CHANGES BELOW: | |
| | | | |
| HAVE THE AMBER OR RED PHASE TIMINGS CHANGED? <i>NO</i> | | | |
| Time of Red Phase = | <i>0.5 s</i> | Time of Amber Phase = | <i>4.3 s</i> |
| ARE LANES AND STOP LINES PAINTED AND VISIBLE ? | | | |
| TRAFFIC LANES | <i>YES</i> | RED STOP BAR | <i>YES</i> |
| Describe any discrepancies found: | | | |
| | | | |
| RED LIGHT SIGNS - <i>In Place</i> | | | |
| LED'S IN PLACE WHERE REQUIRED - <i>YES</i> | | | |
| LEFT TURNS ADDED - <i>NONE</i> | | | |
| OBSTRUCTIONS - <i>NONE</i> | | | |
| | | | |
| PAVEMENT LOOPS AND PIAZO CONDITION <i>GOOD</i> | | | |
| | | | |
| PHOTOS | | | |
| | | | |
| EMERGENCY CONTACTS | | | |
| | | | |
| DATE: | <i>3/13/2009</i> | TIME: | <i>12:50 P</i> Inspected by: <i>J. Kelly</i> |

| CITY OF NEWARK | | | |
|--|------------|-----------------------------|-----------------------|
| SEMI ANNUAL APPROACH INSPECTION | | | |
| INTERSECTON TO BE INSPECTED: NEWARK BLVD @ JARVIS AVENUE | | | |
| APPROACH TO BE INSPECTED: N/B NEWARK $\phi 6$ & S/B NEWARK $\phi 2$ & $\phi 5$ | | | |
| HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION NO | | | |
| Lanes Changed | No Changes | DESCRIBE ANY CHANGES BELOW: | |
| | | | |
| HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ? | | | |
| Time of Red Phase = | 0.5 s | No Change | Time of Amber Phase = |
| | | | 4.3 s |
| | | | No Changes |
| ARE LANES AND STOP LINES PAINTED AND VISIBLE ? | | | |
| TRAFFIC LANES | Yes | RED STOP BAR | Yes |
| Describe any discrepancies found: | | | |
| | | | |
| RED LIGHT SIGNS - In Place | | | |
| LED'S IN PLACE WHERE REQUIRED - YES | | | |
| LEFT TURNS ADDED - None | | | |
| OBSTRUCTIONS - None | | | |
| PAVEMENT LOOPS AND PIAZO CONDITION | | | |
| Good | | | |
| PHOTOS | | | |
| | | | |
| EMERGENCY CONTACTS | | | |
| DATE: 9/11/2008 | | | |
| TIME: | | | |
| Inspected by: L. Kelly | | | |

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: Newark Blvd @ JARVIS AVE.

APPROACH TO BE INSPECTED: N/B NEWARK 06 S/B NEWARK 02 & 05

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

Lanes Changed | No Changes | DESCRIBE ANY CHANGES BELOW:

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

Time of Red Phase = 0.5 s | No Change | Time of Amber Phase = 4.3 s | No Change

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

TRAFFIC LANES | Yes | RED STOP BAR | Yes

Describe any discrepancies found:

RED LIGHT SIGNS - In Place

LED'S IN PLACE WHERE REQUIRED - YES

LEFT TURNS ADDED - None

OBSTRUCTIONS - None

PAVEMENT LOOPS AND PIAZO CONDITION Good

PHOTOS

EMERGENCY CONTACTS

DATE: 3/7/2008 | TIME: 9 AM | Inspected by: L. Kelly

CITY OF NEWARK

SEMI ANNUAL APPROACH INSPECTION

INTERSECTION TO BE INSPECTED: *Newark @ Jarvis Ave*

APPROACH TO BE INSPECTED: *N/B Newark 06 & S/B NEWARK 02 & 05*

HAS THE INTERSECTION CHANGED SINCE THE LAST INSPECTION

| | | |
|---------------|-----------|-----------------------------|
| Lanes Changed | <i>No</i> | DESCRIBE ANY CHANGES BELOW: |
|---------------|-----------|-----------------------------|

HAVE THE AMBER OR RED PHASE TIMINGS CHANGED ?

| | |
|------------------------------------|--------------------------------------|
| Time of Red Phase = <i>0.5 Sec</i> | Time of Amber Phase = <i>4.3 Sec</i> |
|------------------------------------|--------------------------------------|

ARE LANES AND STOP LINES PAINTED AND VISIBLE ?

| | |
|---------------------------|---------------------------|
| TRAFFIC LANES <i>Good</i> | RED STOP BAR <i>Clear</i> |
|---------------------------|---------------------------|

Describe any discrepancies found:

RED LIGHT SIGNS - *In place*

LED'S IN PLACE WHERE REQUIRED - *In place*

LEFT TURNS ADDED - *none*

OBSTRUCTIONS - *none*

PAVEMENT LOOPS AND PIAZO CONDITION *new*

PHOTOS

EMERGENCY CONTACTS

| | | |
|---------------------|-----------------|-------------------------------|
| DATE: <i>3/16/7</i> | TIME: <i>9A</i> | Inspected by: <i>L. Kelly</i> |
|---------------------|-----------------|-------------------------------|

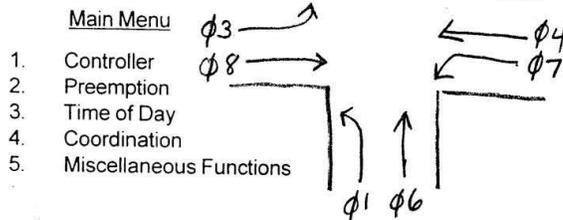
MOWRY AVE AT CHERRY ST.

Traconex® Model 390CJ TRAFFIC SIGNAL CONTROLLER



TIMING MANUAL

10/30/96, Revision 3



A Display Technologies, Inc. Company

Detector Systems* • Indicator Controls • Solid State Devices • Multisonics • Traconex • Myers Custom Products • Winkomatic Traffic

Corporate Headquarters
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Tel: (562) 923-9600, (800) 733-7872 • Fax: (562) 923-7555
www.idc-traffic.com

1.1.1. PHASE TIME

| | P1 | P2 | P3 | P4 | P5 | P6 | P7 | P8 |
|--|-----|-----|-----|-----|-----|-----|-----|-----|
| MINIMUM GREEN, SECONDS (000-255) | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 3 |
| PED. WALK, SECONDS (000-255) | | 7 | | 7 | | 7 | | 7 |
| WALK CLEARANCE, SECONDS (000-255) | | 20 | | 25 | | 20 | | 20 |
| PASSAGE (GAP), SECONDS (00-0-25.5) | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 | 2.0 |
| MAX. GREEN #1, SECONDS (000-255) | 30 | 30 | 20 | 30 | 30 | 30 | 30 | 20 |
| MAX. #2 GREEN, SECONDS (000-255) | | | | | | | | |
| YELLOW CLEARANCE, SECONDS (03-0-25.5) | 3.0 | 4.3 | 3.0 | 4.0 | 4.3 | 4.3 | 3.0 | 4.0 |
| ALL RED CLEARANCE, SECONDS (00-0-25.5) | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 | 0.5 |
| RED REVERT, SECONDS (02-0-25.5) | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| VEH. BEFORE ADDED INITIAL (000-255) | | | | | | | | |
| SECONDS PER VEH TO ADD TO INIT GREEN (00-0-09.9) | | | | | | | | |
| MAX. INITIAL GREEN, SECONDS (000-255) | | | | | | | | |
| TIME BEFORE GAP REDUCTION, SECONDS (000-255) | | | | | | | | |
| TIME TO REDUCE GAP, SECONDS (001-060) | | | | | | | | |
| MINIMUM GAP TIME, SECONDS (00-0-0.80) | | | | | | | | |
| CONDITIONAL MIN GREEN SECONDS (000-255) | | | | | | | | |

1.1.2. PHASE ENABLES

| | | | | | | | | |
|------------------------------------|---|---|---|---|---|---|---|---|
| PHASE ENABLES | X | X | X | X | X | X | X | X |
| PHASES IN USE (1-8) | X | X | X | X | X | X | X | X |
| PHASES WITH PEDS (1-8) | | X | | X | | X | | X |
| VOLUME DENSITY OPERATION (1-8) | | | | | | X | | X |
| SIMULTANEOUS GAP PHASES (1-8) | X | X | X | X | X | X | X | X |
| PHASE 1 DUAL ENTRY PHASE (000-008) | | | | | | X | | |
| PHASE 2 DUAL ENTRY PHASE (000-008) | | | | | | | | |
| PHASE 3 DUAL ENTRY PHASE (000-008) | | | | | | | | |
| PHASE 4 DUAL ENTRY PHASE (000-008) | | | | | | | | |
| PHASE 5 DUAL ENTRY PHASE (000-008) | | | | | | | | X |
| PHASE 6 DUAL ENTRY PHASE (000-008) | | X | | | | | | |
| PHASE 7 DUAL ENTRY PHASE (000-008) | | | | | | | | |
| PHASE 8 DUAL ENTRY PHASE (000-008) | | | | X | | | | |
| ENABLE CONDITIONAL SERVICE (1-8) | | | | | | | | |
| LAST CAR PASSAGE (1-8) | | | | | | | | |
| NON ACT MODE 1 PHASES (1-8) | | | | | | | | |
| NON ACT MODE 1 PEDS (1-8) | | | | | | | | |
| NON ACT MODE 2 PHASES (1-8) | | | | | | | | |
| NON ACT MODE 2 PEDS (1-8) | | | | | | | | |
| GREEN FLASH PHASES (1-8) | | | | | | | | |
| LEFT TURN AMBER BLANKING (1-8) | | | | | | | | |
| PREVENT LEFT TURN RESERVE (1-8) | | | | | | | | |
| WALK CLEAR PROTECTION (1-8) | | | | | | | | |
| ACTUATED REST IN WALK (1-8) | | | | | | | | |
| FLASHING WALK (1-8) | | | | | | | | |

IDC TRACONEX

1

390CJ2 - Rev 3, 10/30/96

1.1.3.2.1 CONFIG. OVERLAP A

| | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| PARENT PHASES, STANDARD OVERLAP (1-8) | | | | | | | | | |
| PROTECTED PHASES, PROT/PERM OVERLAPS | | | | | | | | | |
| PERMISSIVE PHASES, PROT/PERM OVERLAPS | | | | | | | | | |
| AUXILIARY OVERLAPS GREEN (00 0-25 0) | | | | | | | | | |
| AUXILIARY OVERLAPS YELLOW (00 0-25 0) | | | | | | | | | |
| AUXILIARY OVERLAPS RED (00 0-25 0) | | | | | | | | | |
| AUXILIARY TIMES AFTER PARENT PHASE(S) | | | | | | | | | |

1.1.3.2.2 CONFIG. OVERLAP B

| | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| PARENT PHASES, STANDARD OVERLAP (1-8) | | | | | | | | | |
| PROTECTED PHASES, PROT/PERM OVERLAPS | | | | | | | | | |
| PERMISSIVE PHASES, PROT/PERM OVERLAPS | | | | | | | | | |
| AUXILIARY OVERLAPS GREEN (00 0-25 0) | | | | | | | | | |
| AUXILIARY OVERLAPS YELLOW (00 0-25 0) | | | | | | | | | |
| AUXILIARY OVERLAPS RED (00 0-25 0) | | | | | | | | | |
| AUXILIARY TIMES AFTER PARENT PHASE(S) | | | | | | | | | |

1.1.3.2.3 CONFIG. OVERLAP C

| | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| PARENT PHASES, STANDARD OVERLAP (1-8) | | | | | | | | | |
| PROTECTED PHASES, PROT/PERM OVERLAPS | | | | | | | | | |
| PERMISSIVE PHASES, PROT/PERM OVERLAPS | | | | | | | | | |
| AUXILIARY OVERLAPS GREEN (00 0-25 0) | | | | | | | | | |
| AUXILIARY OVERLAPS YELLOW (00 0-25 0) | | | | | | | | | |
| AUXILIARY OVERLAPS RED (00 0-25 0) | | | | | | | | | |
| AUXILIARY TIMES AFTER PARENT PHASE(S) | | | | | | | | | |

1.1.3.2.4 CONFIG. OVERLAP D

| | | | | | | | | | |
|---------------------------------------|--|--|--|--|--|--|--|--|--|
| PARENT PHASES, STANDARD OVERLAP (1-8) | | | | | | | | | |
| PROTECTED PHASES, PROT/PERM OVERLAPS | | | | | | | | | |
| PERMISSIVE PHASES, PROT/PERM OVERLAPS | | | | | | | | | |
| AUXILIARY OVERLAPS GREEN (00 0-25 0) | | | | | | | | | |
| AUXILIARY OVERLAPS YELLOW (00 0-25 0) | | | | | | | | | |
| AUXILIARY OVERLAPS RED (00 0-25 0) | | | | | | | | | |
| AUXILIARY TIMES AFTER PARENT PHASE(S) | | | | | | | | | |

1.1.4.1 RECALLS PHASES

| | | | | | | | | |
|-------------------------------|---|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| LOCKED DETECTORS PHASES (1-8) | | | | | | | | |
| MIN RECALL PHASES | | | | | | | | |
| SOFT RECALL PHASES | | | | | | | | |
| MAX RECALL PHASES | | X | | | | X | | |
| PED RECALL PHASES | | | | | | | | |

1.1.4.2.1 NEMA DETECTOR #1

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

1.1.4.2.2 NEMA DETECTOR #2

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

1.1.4.2.3 NEMA DETECTOR #3

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

1.1.4.2.4 NEMA DETECTOR #4

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

1.1.4.2.5 NEMA DETECTOR #5

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

1.1.4.2.6 NEMA DETECTOR #6

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

1.1.4.2.7 NEMA DETECTOR #7

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

1.1.4.2.8 NEMA DETECTOR #8

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

1.1.4.3.1 AUX. DETECTOR #1

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

1.1.4.3.2 AUX. DETECTOR #2

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

1.1.4.3.3 AUX. DETECTOR #3

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

1.1.4.3.4 AUX. DETECTOR #4

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

1.1.4.3.5 AUX. DETECTOR #5

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

1.1.4.3.6 AUX. DETECTOR #6

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

1.1.4.3.7 AUX. DETECTOR #7

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

1.1.4.3.8 AUX. DETECTOR #8

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| CALL PHASES (1-8) | | | | | | | | | |
| "SWITCH TO" PHASE (DISCONNECT MODE-4) | | | | | | | | | |
| CALL DELAY TIME (000-255) | | | | | | | | | |
| CALL EXTENSION TIME (00 0-25 0) | | | | | | | | | |
| EXTENSION ALWAYS ENABLE ? (IGNORE RED) | | | | | | | | | |
| CALL DISCONNECT MODE (000-005) | | | | | | | | | |
| AVG. VEH+LOOP LENGTH (001-220) | | | | | | | | | |
| CALCULATED 1 MINUTE AVG. SPEED | | | | | | | | | |

BASIC CONFIGURATION

1.2 CONFIGURATION FLAGS

| | |
|--|--|
| PHASE CONFIG TABLE (000-009) | |
| CONVERT (PCL) PHASE CONTROLLER LOGIC OUTPUT TO SPECIAL | |
| STOP TIME INTERVAL RESET ENABLE | |
| START "TBR" TIME BEFORE REDUCTION AFTER INITIAL GREEN | |

1.3 CONFIG. POWER UP

| | |
|---------------------------------|---------|
| POWER UP FLASH (000-255) | |
| POWER UP ALL RED (000-255) | 10 5 |
| START UP PHASES IN RED (1-8) | |
| START UP PHASES IN YELLOW (1-8) | X |
| START UP PHASES IN GREEN (1-8) | X |

1.4 CONFIG. FLASH

| | |
|---|--|
| CONFIGURATION MUTCD FLASH | |
| MUTCD FLASH EXIT PHASES (1-8) | |
| MINIMUM MUTCD FLASH TIME (000-255) | |
| FAIL VOLTAGE MONITOR DURING FLASH COMMAND | |

1.5 SEQUENCING

| | |
|---|--|
| PHASE SEQUENCING ENABLE (000-002) | |
| MANUAL PHASE SEQUENCING COMMAND (000-015) | |

2.2.1 EMERGENCY VEHICLE PREEMPT #1

| | | | | | | | | | |
|---|-----|--|--|--|--|--|--|--|---|
| PREEMPT INITIATION DELAY (000-255) | 2.0 | | | | | | | | |
| PED. CLEAR ENTERING PREEMPT (000-255) | 1.0 | | | | | | | | |
| YELLOW CLEAR ENTERING PREEMPT (03.0-25.0) | 4.0 | | | | | | | | |
| RED CLEAR ENTERING PREEMPT (00.0-25.0) | 0.5 | | | | | | | | |
| PREEMPT DWELL MIN GREEN (000-255) | 5.0 | | | | | | | | |
| ALLOWABLE DWELL CALL GAP (01.0-25.0) | 2.0 | | | | | | | | |
| LOW PRIORITY MAX. DWELL (000-255) | 0 | | | | | | | | |
| PHASES TO DWELL GREEN (1-8) | | | | | | | | | |
| OVERLAPS TO DWELL GREEN (A-D) | - | | | | | | | | X |
| DWELL FLASH ENABLE | | | | | | | | | |
| EXIT DWELL YELLOW CLEAR (03.0-25.0) | 4.0 | | | | | | | | |
| EXIT DWELL RED CLEAR (00.0-25.0) | 1.0 | | | | | | | | |
| NORMAL OPERATION RETURN PHASES (1-8) | | | | | | | | | X |
| NORMAL OPERATION RETURN OVERLAPS (A-D) | | | | | | | | | |
| LATCH MOMENTARY CALL UNTIL SERVED | | | | | | | | | |
| HIGH/LOW DISCRIMINATION ENABLE | | | | | | | | | |
| LOW PRIORITY BUS PREEMPT ENABLE | | | | | | | | | |

2.2.2 EMERGENCY VEHICLE PREEMPT #2

| | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|
| PREEMPT INITIATION DELAY (000-255) | | | | | | | | | |
| PED. CLEAR ENTERING PREEMPT (000-255) | | | | | | | | | |
| YELLOW CLEAR ENTERING PREEMPT (03.0-25.0) | | | | | | | | | |
| RED CLEAR ENTERING PREEMPT (00.0-25.0) | | | | | | | | | |
| PREEMPT DWELL MIN GREEN (000-255) | | | | | | | | | |
| ALLOWABLE DWELL CALL GAP (01.0-25.0) | | | | | | | | | |
| LOW PRIORITY MAX. DWELL (000-255) | | | | | | | | | |
| PHASES TO DWELL GREEN (1-8) | | | | | | | | | |
| OVERLAPS TO DWELL GREEN (A-D) | | | | | | | | | |
| DWELL FLASH ENABLE | | | | | | | | | |
| EXIT DWELL YELLOW CLEAR (03.0-25.0) | | | | | | | | | |
| EXIT DWELL RED CLEAR (00.0-25.0) | | | | | | | | | |
| NORMAL OPERATION RETURN PHASES (1-8) | | | | | | | | | |
| NORMAL OPERATION RETURN OVERLAPS (A-D) | | | | | | | | | |
| LATCH MOMENTARY CALL UNTIL SERVED | | | | | | | | | |
| HIGH/LOW DISCRIMINATION ENABLE | | | | | | | | | |
| LOW PRIORITY BUS PREEMPT ENABLE | | | | | | | | | |

2.2.1 EMERGENCY VEHICLE PREEMPT #1

| | | | | | | | | | |
|---|-----|--|--|--|--|--|--|--|---|
| PREEMPT INITIATION DELAY (000-255) | 2.0 | | | | | | | | |
| PED. CLEAR ENTERING PREEMPT (000-255) | 1.0 | | | | | | | | |
| YELLOW CLEAR ENTERING PREEMPT (03.0-25.0) | 4.3 | | | | | | | | |
| RED CLEAR ENTERING PREEMPT (00.0-25.0) | 0.5 | | | | | | | | |
| PREEMPT DWELL MIN GREEN (000-255) | 5.0 | | | | | | | | |
| ALLOWABLE DWELL CALL GAP (01.0-25.0) | 2.0 | | | | | | | | |
| LOW PRIORITY MAX. DWELL (000-255) | 0 | | | | | | | | |
| PHASES TO DWELL GREEN (1-8) | | | | | | | | | X |
| OVERLAPS TO DWELL GREEN (A-D) | = | | | | | | | | |
| DWELL FLASH ENABLE | = | | | | | | | | |
| EXIT DWELL YELLOW CLEAR (03.0-25.0) | 4.3 | | | | | | | | |
| EXIT DWELL RED CLEAR (00.0-25.0) | 1.0 | | | | | | | | |
| NORMAL OPERATION RETURN PHASES (1-8) | | | | | | | | | X |
| NORMAL OPERATION RETURN OVERLAPS (A-D) | | | | | | | | | |
| LATCH MOMENTARY CALL UNTIL SERVED | | | | | | | | | |
| HIGH/LOW DISCRIMINATION ENABLE | | | | | | | | | |
| LOW PRIORITY BUS PREEMPT ENABLE | | | | | | | | | |

2.2.2 EMERGENCY VEHICLE PREEMPT #2

| | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|
| PREEMPT INITIATION DELAY (000-255) | | | | | | | | | |
| PED. CLEAR ENTERING PREEMPT (000-255) | | | | | | | | | |
| YELLOW CLEAR ENTERING PREEMPT (03.0-25.0) | | | | | | | | | |
| RED CLEAR ENTERING PREEMPT (00.0-25.0) | | | | | | | | | |
| PREEMPT DWELL MIN GREEN (000-255) | | | | | | | | | |
| ALLOWABLE DWELL CALL GAP (01.0-25.0) | | | | | | | | | |
| LOW PRIORITY MAX. DWELL (000-255) | | | | | | | | | |
| PHASES TO DWELL GREEN (1-8) | | | | | | | | | |
| OVERLAPS TO DWELL GREEN (A-D) | | | | | | | | | |
| DWELL FLASH ENABLE | | | | | | | | | |
| EXIT DWELL YELLOW CLEAR (03.0-25.0) | | | | | | | | | |
| EXIT DWELL RED CLEAR (00.0-25.0) | | | | | | | | | |
| NORMAL OPERATION RETURN PHASES (1-8) | | | | | | | | | |
| NORMAL OPERATION RETURN OVERLAPS (A-D) | | | | | | | | | |
| LATCH MOMENTARY CALL UNTIL SERVED | | | | | | | | | |
| HIGH/LOW DISCRIMINATION ENABLE | | | | | | | | | |
| LOW PRIORITY BUS PREEMPT ENABLE | | | | | | | | | |

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3.1.1.1 TIME OF DAY PLAN #1-8

| Group #1 | TIME OF DAY PLAN # | | | | | | | |
|--|--------------------|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| TOD PLAN ENABLE | | | | | | | | |
| FIRST EFFECTIVE YEAR (000-099) | | | | | | | | |
| FIRST EFFECTIVE (001-012) | | | | | | | | |
| FIRST EFFECTIVE DAY OF MONTH (001-031) | | | | | | | | |
| HOUR TO IMPLEMENT PLAN (000-023) | | | | | | | | |
| MINUTE TO IMPLEMENT PLAN (000-059) | | | | | | | | |
| PLAN'S DAY OF WEEK "TYPE" CODE (000-010) | | | | | | | | |
| ENABLE COORDINATION | | | | | | | | |
| CALL TO NON-ACT MODE #1 | | | | | | | | |
| CALL TO NON-ACT MODE #2 | | | | | | | | |
| "WALK REST MODIFIER" | | | | | | | | |
| MSP WALK =MAX GREEN WHEN FREE | | | | | | | | |
| ACTUATED PED RECYCLE (MAX>WLK+PCL) | | | | | | | | |
| TOD CONTROL OF DETECTOR REPORT | | | | | | | | |
| POSTPONE DETECTOR'S REPORT UPDATE | | | | | | | | |
| DYNAMICALLY ALLOCATE SPLITS IN COORD. | | | | | | | | |
| CYCLE PLAN TO IMPLEMENT (000-018) | | | | | | | | |
| OFFSET TO IMPLEMENT (000-005) | | | | | | | | |
| FULLY ACTUATED COORD. MODE | | | | | | | | |
| MUTCD FLASH | | | | | | | | |
| ENABLE SPECIAL FUNCTION OUTPUTS (1-8) | | | | | | | | |
| SIGNAL DIMMING | | | | | | | | |
| PLACE MINIMUM RECALL (1-8) | | | | | | | | |
| PLACE MAXIMUM RECALL (1-8) | | | | | | | | |
| PLACE PED RECALL (1-8) | | | | | | | | |
| USE MAX. GREEN #2 (1-8) | | | | | | | | |
| "VOLUME DENSITY" OPERATION (1-8) | | | | | | | | |
| PHASES SEQUENCE (000-015) | | | | | | | | |
| ENABLE CONDITIONAL SERVICE (1-8) | | | | | | | | |
| PHASE TO REST IN RED (1-8) | | | | | | | | |
| PHASE TO OMIT FROM SERVICE (1-8) | | | | | | | | |
| PED S TO OMIT FROM SERVICE (1-8) | | | | | | | | |
| PHASES TO OMIT RED CLEARANCE | | | | | | | | |

3.1.1.2 TIME OF DAY PLAN #9-16

| Group #2 | TIME OF DAY PLAN # | | | | | | | |
|--|--------------------|----|----|----|----|----|----|----|
| | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| TOD PLAN ENABLE | | | | | | | | |
| FIRST EFFECTIVE YEAR (000-099) | | | | | | | | |
| FIRST EFFECTIVE (001-012) | | | | | | | | |
| FIRST EFFECTIVE DAY OF MONTH (001-031) | | | | | | | | |
| HOUR TO IMPLEMENT PLAN (000-023) | | | | | | | | |
| MINUTE TO IMPLEMENT PLAN (000-059) | | | | | | | | |
| PLAN'S DAY OF WEEK "TYPE" CODE (000-010) | | | | | | | | |
| ENABLE COORDINATION | | | | | | | | |
| CALL TO NON-ACT MODE #1 | | | | | | | | |
| CALL TO NON-ACT MODE #2 | | | | | | | | |
| "WALK REST MODIFIER" | | | | | | | | |
| MSP WALK =MAX GREEN WHEN FREE | | | | | | | | |
| ACTUATED PED RECYCLE (MAX>WLK+PCL) | | | | | | | | |
| TOD CONTROL OF DETECTOR REPORT | | | | | | | | |
| POSTPONE DETECTORS REPORT UPDATE | | | | | | | | |
| DYNAMICALLY ALLOCATE SPLITS IN COORD | | | | | | | | |
| CYCLE PLAN TO IMPLEMENT (000-018) | | | | | | | | |
| OFFSET TO IMPLEMENT (000-005) | | | | | | | | |
| FULLY ACTUATED COORD. MODE | | | | | | | | |
| MUTCD FLASH | | | | | | | | |
| ENABLE SPECIAL FUNCTION OUTPUTS (1-8) | | | | | | | | |
| SIGNAL DIMMING | | | | | | | | |
| PLACE MINIMUM RECALL (1-8) | | | | | | | | |
| PLACE MAXIMUM RECALL (1-8) | | | | | | | | |
| PLACE PED RECALL (1-8) | | | | | | | | |
| USE MAX GREEN #2 (1-8) | | | | | | | | |
| "VOLUME DENSITY" OPERATION (1-8) | | | | | | | | |
| PHASES SEQUENCE (000-015) | | | | | | | | |
| ENABLE CONDITIONAL SERVICE (1-8) | | | | | | | | |
| PHASE TO REST IN RED (1-8) | | | | | | | | |
| PHASE TO OMIT FROM SERVICE (1-8) | | | | | | | | |
| PED'S TO OMIT FROM SERVICE (1-8) | | | | | | | | |
| PHASES TO OMIT RED CLEARANCE | | | | | | | | |

3.1.1.3 TIME OF DAY PLAN #17-24

| Group #3 | TIME OF DAY PLAN # | | | | | | | |
|--|--------------------|----|----|----|----|----|----|----|
| | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| TOD PLAN ENABLE | | | | | | | | |
| FIRST EFFECTIVE YEAR (000-099) | | | | | | | | |
| FIRST EFFECTIVE (001-012) | | | | | | | | |
| FIRST EFFECTIVE DAY OF MONTH (001-031) | | | | | | | | |
| HOUR TO IMPLEMENT PLAN (000-023) | | | | | | | | |
| MINUTE TO IMPLEMENT PLAN (000-059) | | | | | | | | |
| PLAN'S DAY OF WEEK "TYPE" CODE (000-010) | | | | | | | | |
| ENABLE COORDINATION | | | | | | | | |
| CALL TO NON-ACT MODE #1 | | | | | | | | |
| CALL TO NON-ACT MODE #2 | | | | | | | | |
| "WALK REST MODIFIER" | | | | | | | | |
| MSP WALK =MAX GREEN WHEN FREE | | | | | | | | |
| ACTUATED PED RECYCLE (MAX>WLK+PCL) | | | | | | | | |
| TOD CONTROL OF DETECTOR REPORT | | | | | | | | |
| POSTPONE DETECTORS REPORT UPDATE | | | | | | | | |
| DYNAMICALLY ALLOCATE SPLITS IN COORD | | | | | | | | |
| CYCLE PLAN TO IMPLEMENT (000-018) | | | | | | | | |
| OFFSET TO IMPLEMENT (000-005) | | | | | | | | |
| FULLY ACTUATED COORD. MODE | | | | | | | | |
| MUTCD FLASH | | | | | | | | |
| ENABLE SPECIAL FUNCTION OUTPUTS (1-8) | | | | | | | | |
| SIGNAL DIMMING | | | | | | | | |
| PLACE MINIMUM RECALL (1-8) | | | | | | | | |
| PLACE MAXIMUM RECALL (1-8) | | | | | | | | |
| PLACE PED RECALL (1-8) | | | | | | | | |
| USE MAX GREEN #2 (1-8) | | | | | | | | |
| "VOLUME DENSITY" OPERATION (1-8) | | | | | | | | |
| PHASES SEQUENCE (000-015) | | | | | | | | |
| ENABLE CONDITIONAL SERVICE (1-8) | | | | | | | | |
| PHASE TO REST IN RED (1-8) | | | | | | | | |
| PHASE TO OMIT FROM SERVICE (1-8) | | | | | | | | |
| PED S TO OMIT FROM SERVICE (1-8) | | | | | | | | |
| PHASES TO OMIT RED CLEARANCE | | | | | | | | |

3.1.1.4 TIME OF DAY PLAN #25-32

| Group #4 | TIME OF DAY PLAN # | | | | | | | |
|--|--------------------|----|----|----|----|----|----|----|
| | 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 |
| TOD PLAN ENABLE | | | | | | | | |
| FIRST EFFECTIVE YEAR (000-099) | | | | | | | | |
| FIRST EFFECTIVE (001-012) | | | | | | | | |
| FIRST EFFECTIVE DAY OF MONTH (001-031) | | | | | | | | |
| HOUR TO IMPLEMENT PLAN (000-023) | | | | | | | | |
| MINUTE TO IMPLEMENT PLAN (000-059) | | | | | | | | |
| PLAN'S DAY OF WEEK "TYPE" CODE (000-010) | | | | | | | | |
| ENABLE COORDINATION | | | | | | | | |
| CALL TO NON-ACT MODE #1 | | | | | | | | |
| CALL TO NON-ACT MODE #2 | | | | | | | | |
| "WALK REST MODIFIER" | | | | | | | | |
| MSP WALK =MAX GREEN WHEN FREE | | | | | | | | |
| ACTUATED PED RECYCLE (MAX>WLK+PCL) | | | | | | | | |
| TOD CONTROL OF DETECTOR REPORT | | | | | | | | |
| POSTPONE DETECTORS REPORT UPDATE | | | | | | | | |
| DYNAMICALLY ALLOCATE SPLITS IN COORD. | | | | | | | | |
| CYCLE PLAN TO IMPLEMENT (000-018) | | | | | | | | |
| OFFSET TO IMPLEMENT (000-005) | | | | | | | | |
| FULLY ACTUATED COORD. MODE | | | | | | | | |
| MUTCD FLASH | | | | | | | | |
| ENABLE SPECIAL FUNCTION OUTPUTS (1-8) | | | | | | | | |
| SIGNAL DIMMING | | | | | | | | |
| PLACE MINIMUM RECALL (1-8) | | | | | | | | |
| PLACE MAXIMUM RECALL (1-8) | | | | | | | | |
| PLACE PED RECALL (1-8) | | | | | | | | |
| USE MAX GREEN #2 (1-8) | | | | | | | | |
| "VOLUME DENSITY" OPERATION (1-8) | | | | | | | | |
| PHASES SEQUENCE (000-015) | | | | | | | | |
| ENABLE CONDITIONAL SERVICE (1-8) | | | | | | | | |
| PHASE TO REST IN RED (1-8) | | | | | | | | |
| PHASE TO OMIT FROM SERVICE (1-8) | | | | | | | | |
| PED'S TO OMIT FROM SERVICE (1-8) | | | | | | | | |
| PHASES TO OMIT RED CLEARANCE | | | | | | | | |

3.1.1.5 TIME OF DAY PLAN #33-40

| Group #5 | TIME OF DAY PLAN # | | | | | | | |
|--|--------------------|----|----|----|----|----|----|----|
| | 33 | 34 | 35 | 36 | 37 | 38 | 39 | 40 |
| TOD PLAN ENABLE | | | | | | | | |
| FIRST EFFECTIVE YEAR (000-099) | | | | | | | | |
| FIRST EFFECTIVE (001-012) | | | | | | | | |
| FIRST EFFECTIVE DAY OF MONTH (001-031) | | | | | | | | |
| HOUR TO IMPLEMENT PLAN (000-023) | | | | | | | | |
| MINUTE TO IMPLEMENT PLAN (000-059) | | | | | | | | |
| PLAN'S DAY OF WEEK "TYPE" CODE (000-010) | | | | | | | | |
| ENABLE COORDINATION | | | | | | | | |
| CALL TO NON-ACT MODE #1 | | | | | | | | |
| CALL TO NON-ACT MODE #2 | | | | | | | | |
| "WALK REST MODIFIER" | | | | | | | | |
| MSP WALK =MAX GREEN WHEN FREE | | | | | | | | |
| ACTUATED PED RECYCLE (MAX>WLK+PCL) | | | | | | | | |
| TOD CONTROL OF DETECTOR REPORT | | | | | | | | |
| POSTPONE DETECTORS REPORT UPDATE | | | | | | | | |
| DYNAMICALLY ALLOCATE SPLITS IN COORD | | | | | | | | |
| CYCLE PLAN TO IMPLEMENT (000-018) | | | | | | | | |
| OFFSET TO IMPLEMENT (000-005) | | | | | | | | |
| FULLY ACTUATED COORD. MODE | | | | | | | | |
| MUTCD FLASH | | | | | | | | |
| ENABLE SPECIAL FUNCTION OUTPUTS (1-8) | | | | | | | | |
| SIGNAL DIMMING | | | | | | | | |
| PLACE MINIMUM RECALL (1-8) | | | | | | | | |
| PLACE MAXIMUM RECALL (1-8) | | | | | | | | |
| PLACE PED RECALL (1-8) | | | | | | | | |
| USE MAX. GREEN #2 (1-8) | | | | | | | | |
| "VOLUME DENSITY" OPERATION (1-8) | | | | | | | | |
| PHASES SEQUENCE (000-015) | | | | | | | | |
| ENABLE CONDITIONAL SERVICE (1-8) | | | | | | | | |
| PHASE TO REST IN RED (1-8) | | | | | | | | |
| PHASE TO OMIT FROM SERVICE (1-8) | | | | | | | | |
| PED S TO OMIT FROM SERVICE (1-8) | | | | | | | | |
| PHASES TO OMIT RED CLEARANCE | | | | | | | | |

3.1.1.6 TIME OF DAY PLAN #41-48

| Group #6 | TIME OF DAY PLAN # | | | | | | | |
|--|--------------------|----|----|----|----|----|----|----|
| | 41 | 42 | 43 | 44 | 45 | 46 | 47 | 48 |
| TOD PLAN ENABLE | | | | | | | | |
| FIRST EFFECTIVE YEAR (000-099) | | | | | | | | |
| FIRST EFFECTIVE (001-012) | | | | | | | | |
| FIRST EFFECTIVE DAY OF MONTH (001-031) | | | | | | | | |
| HOUR TO IMPLEMENT PLAN (000-023) | | | | | | | | |
| MINUTE TO IMPLEMENT PLAN (000-059) | | | | | | | | |
| PLAN'S DAY OF WEEK "TYPE" CODE (000-010) | | | | | | | | |
| ENABLE COORDINATION | | | | | | | | |
| CALL TO NON-ACT MODE #1 | | | | | | | | |
| CALL TO NON-ACT MODE #2 | | | | | | | | |
| "WALK REST MODIFIER" | | | | | | | | |
| MSP WALK =MAX GREEN WHEN FREE | | | | | | | | |
| ACTUATED PED RECYCLE (MAX>WLK+PCL) | | | | | | | | |
| TOD CONTROL OF DETECTOR REPORT | | | | | | | | |
| POSTPONE DETECTORS REPORT UPDATE | | | | | | | | |
| DYNAMICALLY ALLOCATE SPLITS IN COORD. | | | | | | | | |
| CYCLE PLAN TO IMPLEMENT (000-018) | | | | | | | | |
| OFFSET TO IMPLEMENT (000-005) | | | | | | | | |
| FULLY ACTUATED COORD. MODE | | | | | | | | |
| MUTCD FLASH | | | | | | | | |
| ENABLE SPECIAL FUNCTION OUTPUTS (1-8) | | | | | | | | |
| SIGNAL DIMMING | | | | | | | | |
| PLACE MINIMUM RECALL (1-8) | | | | | | | | |
| PLACE MAXIMUM RECALL (1-8) | | | | | | | | |
| PLACE PED RECALL (1-8) | | | | | | | | |
| USE MAX GREEN #2 (1-8) | | | | | | | | |
| "VOLUME DENSITY" OPERATION (1-8) | | | | | | | | |
| PHASES SEQUENCE (000-015) | | | | | | | | |
| ENABLE CONDITIONAL SERVICE (1-8) | | | | | | | | |
| PHASE TO REST IN RED (1-8) | | | | | | | | |
| PHASE TO OMIT FROM SERVICE (1-8) | | | | | | | | |
| PED'S TO OMIT FROM SERVICE (1-8) | | | | | | | | |
| PHASES TO OMIT RED CLEARANCE | | | | | | | | |

3.2 SET CLOCK/CALENDAR

| | | | | |
|--------------------------|--|--|--|--|
| CALENDAR YEAR (000-099) | | | | |
| CALENDAR MONTH (001-012) | | | | |
| DAY OF MONTH (001-031) | | | | |
| CLOCK HOUR (000-023) | | | | |
| CLOCK MINUTES (000-059) | | | | |
| CLOCK SECONDS (000-059) | | | | |
| DAY OF WEEK (READ ONLY) | | | | |
| ALLOW CLOCK TO RUN | | | | |
| DAY LIGHT SAVINGS TIME | | | | |

3.3 TOD FLAGS (CONFIGURATION TOD MODE)

| | | | | |
|-------------------------------------|--|--|--|--|
| ENABLE TIME OF DAY MODE | | | | |
| "TOD OVERRIDE" PLAN # (000-048) | | | | |
| CLOCK HOUR ON EXT. SYNC (000-023) | | | | |
| CLOCK MINUTE ON EXT. SYNC (000-059) | | | | |

4.1.1.1 COORDINATION CYCLE PLAN #1-3

| | | | | |
|---|--|--|--|--|
| CYCLE LENGTH (030-255) | | | | |
| OFFSET 1 (000-255) | | | | |
| OFFSET 2 (000-255) | | | | |
| OFFSET 3 (000-255) | | | | |
| OFFSET 4 (000-255) | | | | |
| OFFSET 5 (000-255) | | | | |
| POINT TO TURN ON SPECIAL FUNC. #3 (000-255) | | | | |
| POINT TO TURN OFF SPECIAL FUNC. #3 (000-255) | | | | |
| OFFSET TRANSITION CYCLE SHRINKAGE (000-255) | | | | |
| OFFSET TRANSITION CYCLE EXPANSION (001-255) | | | | |
| COORD PHASES HOLD PERIOD (F/A MODE) (000-255) | | | | |
| PHASE SEQUENCE (000-015) | | | | |
| MAIN STREET COORD PHASES (1-8) | | | | |
| PHASE 1 SPLIT DIVISION (000-255) | | | | |
| PHASE 2 SPLIT DIVISION (000-255) | | | | |
| PHASE 3 SPLIT DIVISION (000-255) | | | | |
| PHASE 4 SPLIT DIVISION (000-255) | | | | |
| PHASE 5 SPLIT DIVISION (000-255) | | | | |
| PHASE 6 SPLIT DIVISION (000-255) | | | | |
| PHASE 7 SPLIT DIVISION (000-255) | | | | |
| PHASE 8 SPLIT DIVISION (000-255) | | | | |

4.1.1.2 COORDINATION CYCLE PLAN #4-6

| | | | | | |
|--|--|--|--|--|--|
| CYCLE LENGTH (030-255) | | | | | |
| OFFSET 1 (000-255) | | | | | |
| OFFSET 2 (000-255) | | | | | |
| OFFSET 3 (000-255) | | | | | |
| OFFSET 4 (000-255) | | | | | |
| OFFSET 5 (000-255) | | | | | |
| POINT TO TURN ON SPECIAL FUNC. #3 (000-255) | | | | | |
| POINT TO TURN OFF SPECIAL FUNC. #3 (000-255) | | | | | |
| OFFSET TRANSITION CYCLE SHRINKAGE (000-255) | | | | | |
| OFFSET TRANSITION CYCLE EXPANSION (001-255) | | | | | |
| COORD. PHASES HOLD PERIOD (F/A MODE) (000-255) | | | | | |
| PHASE SEQUENCE (000-015) | | | | | |
| MAIN STREET COORD. PHASES (1-8) | | | | | |
| PHASE 1 SPLIT DIVISION (000-255) | | | | | |
| PHASE 2 SPLIT DIVISION (000-255) | | | | | |
| PHASE 3 SPLIT DIVISION (000-255) | | | | | |
| PHASE 4 SPLIT DIVISION (000-255) | | | | | |
| PHASE 5 SPLIT DIVISION (000-255) | | | | | |
| PHASE 6 SPLIT DIVISION (000-255) | | | | | |
| PHASE 7 SPLIT DIVISION (000-255) | | | | | |
| PHASE 8 SPLIT DIVISION (000-255) | | | | | |

4.1.1.3 COORDINATION CYCLE PLAN #7-9

| | | | | | |
|--|--|--|--|--|--|
| CYCLE LENGTH (030-255) | | | | | |
| OFFSET 1 (000-255) | | | | | |
| OFFSET 2 (000-255) | | | | | |
| OFFSET 3 (000-255) | | | | | |
| OFFSET 4 (000-255) | | | | | |
| OFFSET 5 (000-255) | | | | | |
| POINT TO TURN ON SPECIAL FUNC. #3 (000-255) | | | | | |
| POINT TO TURN OFF SPECIAL FUNC. #3 (000-255) | | | | | |
| OFFSET TRANSITION CYCLE SHRINKAGE (000-255) | | | | | |
| OFFSET TRANSITION CYCLE EXPANSION (001-255) | | | | | |
| COORD. PHASES HOLD PERIOD (F/A MODE) (000-255) | | | | | |
| PHASE SEQUENCE (000-015) | | | | | |
| MAIN STREET COORD. PHASES (1-8) | | | | | |
| PHASE 1 SPLIT DIVISION (000-255) | | | | | |
| PHASE 2 SPLIT DIVISION (000-255) | | | | | |
| PHASE 3 SPLIT DIVISION (000-255) | | | | | |
| PHASE 4 SPLIT DIVISION (000-255) | | | | | |
| PHASE 5 SPLIT DIVISION (000-255) | | | | | |
| PHASE 6 SPLIT DIVISION (000-255) | | | | | |
| PHASE 7 SPLIT DIVISION (000-255) | | | | | |
| PHASE 8 SPLIT DIVISION (000-255) | | | | | |

5.4.3.1 CONFIG. DISPLAY #1

| | | | | |
|--|--|--|--|--|
| INITIALIZE STATUS DISPLAY | | | | |
| RING 1 TIMING STATUS (000-160) | | | | |
| RING 2 TIMING STATUS (000-160) | | | | |
| RING 1 TERMINATION (000-160) | | | | |
| RING 2 TERMINATION (000-160) | | | | |
| OVERLAP A STATUS (000-160) | | | | |
| OVERLAP B STATUS (000-160) | | | | |
| OVERLAP C STATUS (000-160) | | | | |
| OVERLAP D STATUS (000-160) | | | | |
| PHASE CALLS 1-4 (000-160) | | | | |
| PHASE CALLS 5-8 (000-160) | | | | |
| NEMA DET. 1-4 (000-160) | | | | |
| NEMA DET. 5-8 (000-160) | | | | |
| AUX. DET. 1-4 (000-160) | | | | |
| AUX. DET. 5-8 (000-160) | | | | |
| CURRENT DATE (000-160) | | | | |
| CURRENT TIME (000-160) | | | | |
| DAY OF WEEK (000-160) | | | | |
| ACTIVE TOD PLAN (000-160) | | | | |
| TEXT STRING "COORD" (000-160) | | | | |
| SOURCE OF COORD. COMMANDS (000-160) | | | | |
| ACTIVE CYCLE PLAN # (000-160) | | | | |
| ACTIVE OFFSET # (000-160) | | | | |
| CURRENT LOCAL CYCLE COUNT (000-160) | | | | |
| CURRENT MASTER CYCLE COUNT (000-160) | | | | |
| SEMI/FULL ACTUATED COORD. STATUS (000-160) | | | | |
| OFFSET TRANSITION STATUS (000-160) | | | | |
| OFFSET VALUE (000-160) | | | | |
| MASTER ZERO INDICATOR (000-160) | | | | |
| LOCAL ZERO INDICATOR (000-160) | | | | |
| COORD. VEH. PERMISSIVE (1-4) (000-160) | | | | |
| COORD. VEH. PERMISSIVE (5-8) (000-160) | | | | |
| COORD. PED. PERMISSIVE (1-4) (000-160) | | | | |
| COORD. PED. PERMISSIVE (5-8) (000-160) | | | | |
| COORD. FORCE OFF (1-4) (000-160) | | | | |
| COORD. FORCE OFF (5-8) (000-160) | | | | |
| RX / TX INDICATOR (000-160) | | | | |
| BATTERY LOW INDICATOR (000-160) | | | | |
| TEST STRING "CFG" (000-160) | | | | |
| CURRENT PHASE CONFIG (000-160) | | | | |
| TEXT STRING "1234" (000-160) | | | | |
| TEXT STRING "5678" (000-160) | | | | |
| COORD. DATA BASE ERROR (000-160) | | | | |

5.4.3.2 CONFIG. DISPLAY #2

| | | | | |
|--|--|--|--|--|
| INITIALIZE STATUS DISPLAY | | | | |
| RING 1 TIMING STATUS (000-160) | | | | |
| RING 2 TIMING STATUS (000-160) | | | | |
| RING 1 TERMINATION (000-160) | | | | |
| RING 2 TERMINATION (000-160) | | | | |
| OVERLAP A STATUS (000-160) | | | | |
| OVERLAP B STATUS (000-160) | | | | |
| OVERLAP C STATUS (000-160) | | | | |
| OVERLAP D STATUS (000-160) | | | | |
| PHASE CALLS 1-4 (000-160) | | | | |
| PHASE CALLS 5-8 (000-160) | | | | |
| NEMA DET. 1-4 (000-160) | | | | |
| NEMA DET. 5-8 (000-160) | | | | |
| AUX. DET. 1-4 (000-160) | | | | |
| AUX. DET. 5-8 (000-160) | | | | |
| CURRENT DATE (000-160) | | | | |
| CURRENT TIME (000-160) | | | | |
| DAY OF WEEK (000-160) | | | | |
| ACTIVE TOD PLAN (000-160) | | | | |
| TEXT STRING "COORD" (000-160) | | | | |
| SOURCE OF COORD. COMMANDS (000-160) | | | | |
| ACTIVE CYCLE PLAN # (000-160) | | | | |
| ACTIVE OFFSET # (000-160) | | | | |
| CURRENT LOCAL CYCLE COUNT (000-160) | | | | |
| CURRENT MASTER CYCLE COUNT (000-160) | | | | |
| SEMI/FULL ACTUATED COORD. STATUS (000-160) | | | | |
| OFFSET TRANSITION STATUS (000-160) | | | | |
| OFFSET VALUE (000-160) | | | | |
| MASTER ZERO INDICATOR (000-160) | | | | |
| LOCAL ZERO INDICATOR (000-160) | | | | |
| COORD. VEH. PERMISSIVE (1-4) (000-160) | | | | |
| COORD. VEH. PERMISSIVE (5-8) (000-160) | | | | |
| COORD. PED. PERMISSIVE (1-4) (000-160) | | | | |
| COORD. PED. PERMISSIVE (5-8) (000-160) | | | | |
| COORD. FORCE OFF (1-4) (000-160) | | | | |
| COORD. FORCE OFF (5-8) (000-160) | | | | |
| RX / TX INDICATOR (000-160) | | | | |
| BATTERY LOW INDICATOR (000-160) | | | | |
| TEST STRING "CFG" (000-160) | | | | |
| CURRENT PHASE CONFIG (000-160) | | | | |
| TEXT STRING "1234" (000-160) | | | | |
| TEXT STRING "5678" (000-160) | | | | |
| COORD. DATA BASE ERROR (000-160) | | | | |

FINAL

Citywide Traffic Speed Study

In the City of Newark

March 15, 2002

Prepared by:
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INTRODUCTION

Introduction

The City of Newark hired TJKM Transportation Consultants to prepare Engineering and Traffic Speed Surveys in order to be consistent with the current laws and practices of the State of California. This report and the procedures used to formulate its recommendations fully meet the requirements of the California Vehicle Code and the California Department of Transportation. This report will allow the Newark Police Department to use radar enforce speed limits following the adoption of specific speed limits recommended herein and the installation of appropriate speed limit signs.

Applicable State Regulations and Guidelines

Chapter 7, of Division 11, of the 2002 *California Vehicle Code*, Department of Motor Vehicles, relates to speed laws. The Vehicle Code indicates that *prima facie* speed limits on roadways are 25 miles per hour (mph) in residential and business districts and 15 mph at unprotected railroad grade crossings, highway intersections with site restrictions, and on any alley. Section 22357 allows the local authority to set the maximum speed limit at 65 mph. *Prima facie* speed limits can be posed without the need for engineering and traffic surveys.

Speed Limits Other Than Prima Facie

The Vehicle Code also allows for intermediate speed limits. Section 22357 indicates that whenever a local jurisdiction

"...determines upon the basis of an engineering and traffic survey that a speed greater than 25 miles per hour would facilitate the orderly movement of vehicular traffic and would be reasonable and safe..., the local authority may by ordinance determine and declare a prima facie speed limit of 30, 35, 40, 45, 50, 55 or 60 miles per hour or a maximum speed limit of 65 miles per hour, whichever is found most appropriate to facilitate the orderly movement of traffic and is reasonable and safe."

Similarly, Section 22358 allows local jurisdictions to decrease a *prima facie* 65 mph speed limit by ordinance to 25, 30, 35, 40, 45, 50, 55 and 60 mph based on an engineering and traffic survey, if such speed is found to be appropriate, reasonable and safe.

Definition of a Residential District

Also, the enforcement of speed limits is limited to non-local streets as defined in Section 40802, "speed traps," in which a local street is defined as a street not more than 40 feet wide, shorter than one-half mile, having only one travel lane in each direction. Residential streets that meet the above criteria can be posted at the *prima facie* 25 mph limit without the benefit of an engineering and traffic survey.

Radar Enforcement

In addition to the above requirements, Section 40802 of the Vehicle Code, the "speed trap" law, indicates that radar cannot be used to enforce speed limits unless the speed limit is justified by an engineering and traffic survey less than five years old.

Requirements of an Engineering and Traffic Survey

The engineering and traffic survey is defined in Section 627 of the Vehicle Code as being a survey of highway and traffic conditions in accordance with methods determined by the Department of Transportation for use by the State and Local authorities. In the engineering and traffic survey, consideration must be made for prevailing speeds, accident records, and highway traffic and roadside conditions not readily apparent to the driver. In December, 1988, the State of California published in the *Traffic Manual* two methods for conducting an engineering and traffic survey; one for State Highways, and one for City and County Through Highways, Arterials, and Collector Roads and Local Streets. Recommendations contained in the *Traffic Manual* have been used in the preparation of this report.

Other Relevant Information

The Automobile Club of Southern California has published a booklet, "*Realistic Speed Zoning - Why and How?*" Excerpts pertinent to this study have been included in Appendix A for information purposes.

STUDY PROCEDURES

Study Locations

This study included a total of 51 segments on 37 arterial, collector and local streets in the City of Newark as illustrated on Figure 1.

Conducting the Spot Speed Surveys

Speed data were collected by manual radar surveys in January and February 2002. Each of the radar speed checks was made from an inconspicuously parked, unmarked vehicle. An effort was made to ensure that the presence of the vehicle in no way affected the speed of the traffic being surveyed. Field information was recorded on forms and later coded for computer analysis. Chapter 8 of the *Traffic Manual* indicates that it is desirable to have a minimum sample size of 100 vehicles for a speed zone survey for a city arterial. However, for low volume roadways this may result in excessive survey periods, but a survey should in no case contain less than 50 vehicles. For this survey, a time constraint of a minimum of one hour at each location or at least 100 vehicles was established.

Analysis of Data

Copies of Engineering and Traffic Survey forms compiled from the field data and subsequent analysis are contained in Appendix B.

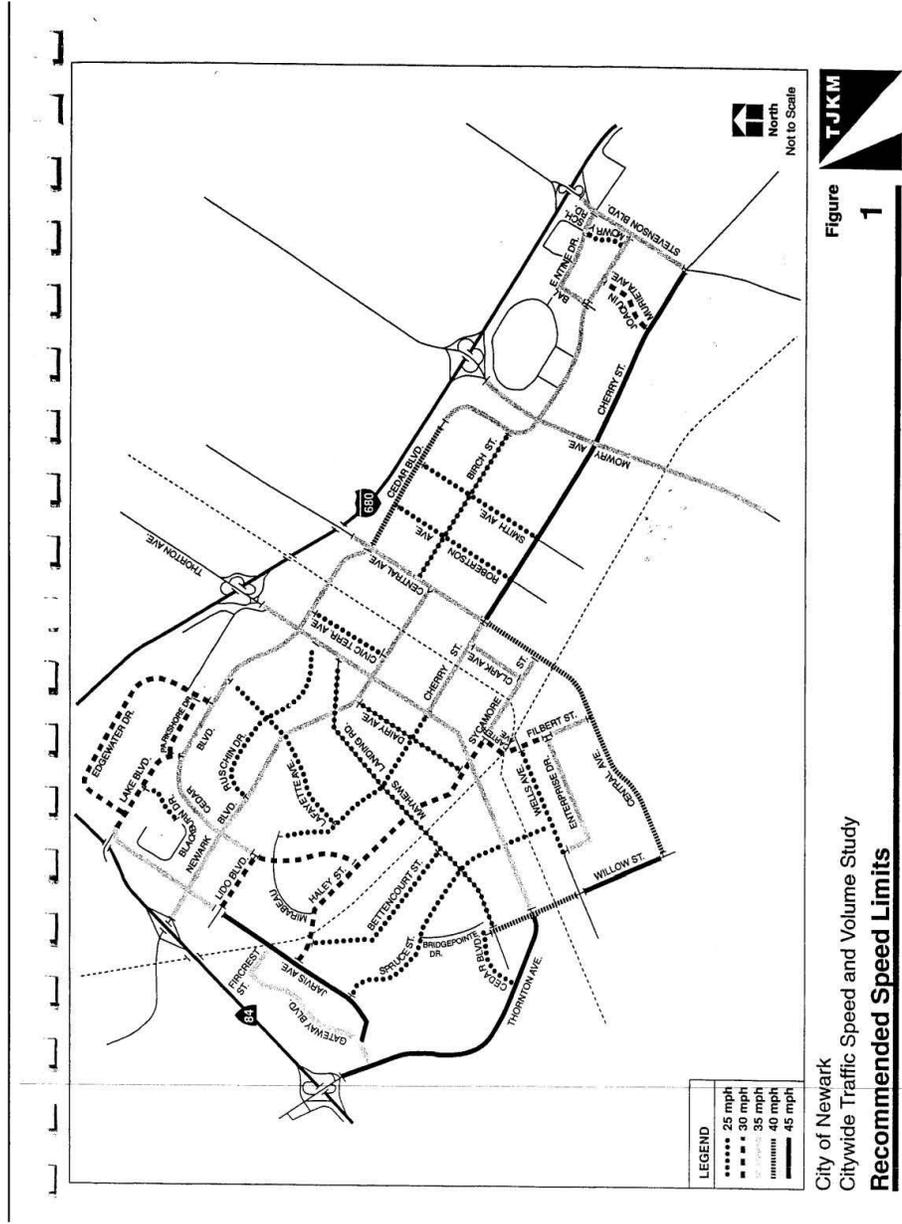
Observed conditions include the location of the spot speed survey, the direction of the travel, the number of vehicles surveyed, the date and day of the week, and the time period during which the survey was conducted. The existing posted speed limit is also noted.

Calculated values include the 50th percentile speed, the 85th percentile speed, the average speed, the 10 mph pace speed, the percent of vehicles observed within the 10 mph pace speed, the range of speeds observed, the total number of vehicles observed and the skewness index. An explanation of these terms follows:

The 50th percentile speed is that speed above and below which 50 percent of the sample speeds lie. This is also known as the median or middle speed.

The 85th percentile or critical speed is that speed at or below which 85 percent of the observed vehicles were traveling. It is well-recognized among traffic engineers that most drivers are able to drive at reasonable speeds without the benefit of any speed limits, speed signs, or enforcement. The behavior of traffic is a good indication of the appropriate speed zone that should apply on a particular highway section. It is generally felt that at least 85 percent of drivers operate at speeds that are reasonable and prudent for conditions. Therefore, the 85th percentile speed indicated by a spot speed survey is the primary indicator of a speed limit that might be imposed subject to the secondary factors of accident experience, traffic volumes, road features or other special situations.

The pace is the 10 mph increment of observed speeds that contained the greatest number of vehicles. In nearly all cases, the 85th percentile speed and the recommended speed limit lie somewhere within the pace, frequently in the middle to upper ranges. The pace is another indicator that traffic engineers use to determine appropriate speed limits.



The percent (of vehicles) in the pace speed is an indication of the bunching of vehicular speeds. Ideally, if all vehicles were traveling at or about the same speed, there would be a reduced likelihood of vehicular collisions. In speed limit analysis, the higher the percent of vehicles within the pace speed, the more favorable the speed distribution. The percent of the pace is often between 60 and 80.

The range of speeds indicates the speed of the fastest and slowest vehicles observed. A large range of speeds, in excess of 30 mph, for example, indicates less favorable conditions than a smaller range. The greater the range of vehicles observed, the more inconsistent the traffic stream and the greater the likelihood of traffic collisions.

Vehicles observed indicates the total number of vehicles surveyed during the spot speed survey.

The skewness index is calculated as a check on the data of the spot speed study to determine if the speed survey is weighted toward either fast- or slow-moving traffic. An index of 1.0 is a theoretically perfect check. An index of less than 1.0 is slanted towards lower speeds and an index greater than 1.0 towards higher speeds. A skewness between 0.75 and 1.50 is generally considered to indicate that the survey data are representative of the actual vehicle speeds on the study segment. A skewness below 0.75 or above 1.50 indicates that the survey data is suspect or that the recorded speeds are not truly random. The formula for the skewness index is as follows:

$$S.I. = 2 \frac{(P_{93} - P_{50})}{(P_{93} - P_7)}$$

where P_{93} , P_{50} , and P_7 are the 93rd, 50th and 7th

Accident Review

Accident review is an important factor in recommending speed limits. Before developing the final recommended limits, the engineer must be aware of accident histories, accident rates, accident problems and accident distributions. Accident histories obtained from the City of Newark were reviewed prior to developing the recommendations for speed limits described in this report. The accident rate is presented for all street segments both numerically and as a rate per million vehicle miles (ACC/MVM.) For the study segments, the accident rate varies from 0.54 to 12.18 ACC/MVM. According to *1999 Accident Data on California State Highways*, published by Caltrans, the statewide average accident rate is 1.32 ACC/MVM for conventional urban two-lane roadways, 2.85 ACC/MVM for undivided urban four-lane roadways, and 2.07 ACC/MVM for divided urban four-lane roadways.

Location of Speed Signs

The Caltrans *Traffic Manual* provides guidelines for the positioning and placement of signs. Speed limit signs should generally be placed on the right hand side of the road, with maximum visibility for night and day conditions. They should be placed 200-400 feet downstream of intersections to be most effective. Reference is made to Chapter 4 of the *Traffic Manual* for specifics on sign placement.

Driving the Streets

A final field check involve an experienced transportation engineer driving each street surveyed while "floating" with prevailing traffic to determine the speed of traffic that is reasonable from the driver's viewpoint. The transportation engineer is equipped with the previously described data analysis and is particularly cognizant of the 85th percentile speed and the pace speeds.

The engineer evaluates the appropriateness of the 85th percentile and adds the perspective of human judgement of the speed limit setting process. Such factors as roadside development, the number and location of driveways, parked vehicles, emergency shoulder areas, schools and playgrounds, areas frequented by pedestrians, horizontal and vertical alignment of the roadway, superelevation, intersection spacing, visibility and control, landscaping and numerous other less tangible factors, all contribute to the judgement producing a final recommended limit.

Speed Limit Recommendation Philosophy

With all of the statistics inherent in the speed survey process, there is a great deal of engineering judgement required, and to a certain extent, a philosophy implied during the establishment of speed limits. Speed limits should be reasonable and realistic regardless of the results of the field studies. Reasonable limits are those at which responsible motorists would drive without enforcement and without any signing.

One cannot rely totally on this philosophy, however, as motorists tend to drive somewhat faster in residential districts away from their homes than the residents of those districts do and would prefer. In other words, motorists tend to be more concerned about speeds near their own homes and less concerned elsewhere. This is not so much a tendency to willfully break the law or to drive unsafely, but rather a reflection of human nature, the press of time, and the use of high-performance vehicles. For this reason, speed limits on two-lane local residential streets tend to be somewhat further removed from the critical 85th percentile speed than those on multi-lane arterial and collector streets.

Frequent changes in the limit or relatively short segments with different limits than adjacent segments should also be avoided in the establishment of speed limits. Speed limits that change every few blocks may accurately reflect prevailing driving conditions on the roadway, but do not give motorists a reasonable opportunity to become totally aware of the lawful limit. Additionally, the constant attention to the need to change vehicular speed may detract from the attention needed for other aspects of driving. For these reasons, recommendations in this report are offered to provide consistency of limits and to discourage unsafe speeds. Recommended limits are discussed on the following pages.

When streets are not posted with speed limits, one of two prima facie speed limits, 15 mph or 25 mph, or the maximum speed limit of 65 mph may apply. Fifteen (15) mph applies to unprotected railroad grade crossings, intersections with site restrictions and alleys. The speed limit of 25 mph applies on any highway other than state highways in a business or residential district, when passing a school posted by a "SCHOOL" sign when children are present, or when passing a senior center. Other unposted roads, such as freeways, have a maximum speed limit of 65 mph.

Policy on Establishing Speeds Limits

The *Traffic Manual*, published by the California Department of Transportation, was consulted prior to preparing the Engineering and Traffic Surveys contained in this report. Section 8-3.3 contains the policy for establishing speed limits using an Engineering and Traffic Survey, and indicates that the speed limit should normally be established at the first five mile per hour (mph) increment below the 85th percentile speed. However, in matching existing conditions with the traffic safety needs of the community, engineering judgement may indicate the need for a further reduction of five mph. The factors justifying such a further reduction are:

- Accident records;
- Roadway design speed;
- Safe stopping sight distance;
- Superelevation;
- Profile conditions;
- Intersection spacing and offsets;
- Commercial driveway characteristics; and/or
- Pedestrian traffic in the roadway without sidewalks.

The results of the survey for each location are discussed below and are summarized in Table I. The existing speed limits and the recommended speed limits are shown along with some of the statistical data from the radar speed surveys. All accident rates are based on data reported collisions that occurred between January 1, 1998 to June 30, 2001.

There were 26 reported accidents on this roadway segment during the study period, equating to an accident rate of 3.68 ACC/MVM. Based on the higher-than-average accident rate, it is recommended that the speed limit remain at 35 mph.

→ 16. Cherry Street between Central Avenue and Stevenson Boulevard

This segment of Cherry Street is striped for four travel lanes. The street is 110 feet wide and on-street parking is prohibited. The posted speed limit is 45 mph. The fronting land uses are industrial and residential. This segment of Cherry Street carries approximately 25,300 vehicles per day.

| | |
|------------------------------|--------|
| Posted Limit: | 45 mph |
| 85 th Percentile: | 51 mph |
| Recommended Speed: | 45 mph |

There were 81 reported accidents on this roadway segment during the study period, equating to an accident rate of 1.37 ACC/MVM. Because of the facts that Cherry Street is a truck route and is fronted by residential uses on some segments, it is recommended that the speed limit of this street segment remain at 45 mph.

17. Civic Terrace Avenue between Cedar Boulevard and Newark Boulevard

This segment of Civic Terrace Avenue has two lanes with on-street parking, and is 44 feet wide. The posted speed limit on this street segment is 25 mph. This street segment is fronted primarily by residential houses. A school is located on this street, with associated crossings.

| | |
|------------------------------|--------|
| Posted Limit: | 25 mph |
| 85 th Percentile: | 36 mph |
| Recommended Speed: | 25 mph |

There were six reported accidents on this roadway segment during the study period. Based on the shortness of this segment, the residential nature, and the presence of a school, it is recommended that the speed limit remain at 25 mph.

18. Clark Avenue between Cherry Street and Sycamore Street

This segment of Clark Avenue is striped for two travel lanes with on-street parking, and is 44 feet wide. The posted speed limit on this segment of Clark Street is 35 mph. The fronting land uses on this segment of Clark Street are mainly warehouse, with some multi-family uses near Cherry Street.

| | |
|------------------------------|--------|
| Posted Limit: | 35 mph |
| 85 th Percentile: | 37 mph |
| Recommended Speed: | 35 mph |

There were seven reported accidents on this roadway segment during the study period. Based on the 85th percentile speed, it is recommended that the speed limit remain at 35 mph.

19. Dairy Avenue between Newark Boulevard and Sycamore Street

This segment of Dairy Avenue has two travel lanes with on-street parking, and is 44 feet wide. The posted speed limit is 25 mph. The fronting land uses on this segment of Dairy Avenue are mainly residential. The fronting land uses on this street segment near Sycamore Street are mainly commercial.

| | |
|------------------------------|--------|
| Posted Limit: | 25 mph |
| 85 th Percentile: | 37 mph |
| Recommended Speed: | 25 mph |

There were no reported accidents on this roadway segment during the study period. Because of the residential nature, it is recommended that the speed limit remain at 25 mph.

8. Cedar Boulevard between Lido Boulevard and Central Avenue

This segment of Cedar Boulevard is striped for four lanes plus a median with on-street parking and is 68 feet wide. Between Central Avenue and the railroad tracks, Cedar Boulevard has a striped two-way left-turn lane. South of Thornton Avenue, Cedar Boulevard is undivided. The posted speed limit on this segment of Cedar Boulevard is 35 mph. This segment has primarily residential frontage. Cedar Boulevard carries approximately 14,500 to 24,000 vehicles per day in the study area.

| | |
|------------------------------|--------|
| Posted Limit: | 35 mph |
| 85 th Percentile: | 42 mph |
| Recommended Speed: | 35 mph |

There were 83 reported accidents on this roadway segment during the study period, equating to an accident rate of 2.06 ACC/MVM. Based on the segment's curvature and the existing elevation change ("hump") at the railroad crossing, it is recommended that the speed limit remain at 35 mph.

9. Cedar Boulevard between Central Avenue and Moores Avenue

This segment of Cedar Boulevard is striped for four lanes plus a two-way left-turn lane with on-street parking prohibited and is 68 feet wide. This street is fronted by commercial, service and industrial uses. A church is located on this street segment. The posted speed limit is 40 mph. This segment of Cedar Boulevard carries approximately 14,300 vehicles per day in the study area.

| | |
|------------------------------|--------|
| Posted Limit: | 40 mph |
| 85 th Percentile: | 46 mph |
| Recommended Speed: | 40 mph |

There were 13 reported accidents on this roadway segment, equating to an accident rate of 1.12 ACC/MVM. Because of the numerous driveways along both sides of the street, it is recommended that the speed limit of this street segment remain at 40 mph.

→ 10. Cedar Boulevard between Moores Avenue and Balentine Drive

This segment of Cedar Boulevard is striped for four lanes plus a median with on-street parking prohibited and a width of 83 feet. The fronting land uses south of Mowry Avenue are mainly commercial. The posted speed limit is 35 mph. This segment of Cedar Boulevard carries approximately 18,000 vehicles per day in the study area.

| | |
|------------------------------|--------|
| Posted Limit: | 35 mph |
| 85 th Percentile: | 41 mph |
| Recommended Speed: | 35 mph |

There were 33 reported accidents on this roadway segment during the study period, equating to an accident rate of 1.36 ACC/MVM. Because of the residential nature on some sections and the presence of a school, it is recommended that the speed limit of this street segment remain at 35 mph.

11. Cedar Boulevard between Balentine Drive and Stevenson Boulevard

This segment of Cedar Boulevard is striped for four lanes with on-street parking prohibited and a width of 68 feet. The posted speed limit is 35 mph. This segment of Cedar Boulevard is fronted by both commercial and multi-family residential uses. The segment carries approximately 13,900 vehicles per day in the study area.

| | |
|------------------------------|--------|
| Posted Limit: | 35 mph |
| 85 th Percentile: | 42 mph |
| Recommended Speed: | 35 mph |

→ 36. Mowry Avenue between Nimitz Freeway and West City Limits

This segment of Mowry Avenue has two to six lanes and varies in width. The posted speed limit is 35 mph. This segment of Mowry Avenue carries approximately 27,900 vehicles per day.

| | |
|------------------------------|--------|
| Posted Limit: | 35 mph |
| 85 th Percentile: | 42 mph |
| Recommended Speed: | 35 mph |

There were 37 reported accidents on this street segment during the study period, equating to an accident rate of 0.70 ACC/MVM. Because the presence of a community park and a pedestrian crossing, it is recommended that the speed limit of this street segment remain at 35 mph.

→ 37. Newark Boulevard between Route 84 Freeway and Central Avenue

This segment of Newark Boulevard has four to six lanes and varies in width. The posted speed limit on this street segment is 35 mph. This street segment has mixed commercial and residential land uses. A school and a park area also located on this segment. This segment of Newark Boulevard carries approximately 22,200 vehicle per day.

| | |
|------------------------------|--------|
| Posted Limit: | 35 mph |
| 85 th Percentile: | 46 mph |
| Recommended Speed: | 35 mph |

There were 91 reported accidents on this roadway segment during the study period, equating to an accident rate of 1.63 ACC/MVM. Since Newark Boulevard is fronted by residential uses in some sections, it is recommended that the speed limit of this street segment remain at 35 mph.

38. Parkshore Drive between Lake Boulevard and Edgewater Drive

This segment of Parkshore Drive has two lanes with on-street parking and is 54 feet wide with median. The posted speed limit is 30 mph. This street segment is in a residential area.

| | |
|------------------------------|--------|
| Posted Limit: | 30 mph |
| 85 th Percentile: | 35 mph |
| Recommended Speed: | 30 mph |

There were two reported accidents on this roadway segment during the study period. Based on the 85th percentile speed, it is recommended that the speed limit of this street segment remain at 30 mph.

39. Robertson Avenue between Cedar Boulevard and Cherry Street

This segment of Robertson Avenue is striped for two lanes with on-street parking and is 40 feet wide. The posted speed limit is 25 mph. This street segment is fronted entirely by residential houses.

| | |
|------------------------------|--------|
| Posted Limit: | 25 mph |
| 85 th Percentile: | 31 mph |
| Recommended Speed: | 25 mph |

There were eight reported accidents on this street segment during the study period. Based on the high number of accidents and the residential nature, it is recommended that the speed limit of this street segment remain at 25 mph.

City of Newark
2002 Citywide Traffic Speed and Volume Study

VEHICLE SPEED DATA

Location: **Cherry Street (Central Ave - Stevenson Blvd)**

Posted Limit: **45**

Direction: **Both** Recorder: **MM**

Date: **01/23/02** Day: **Wednesday**

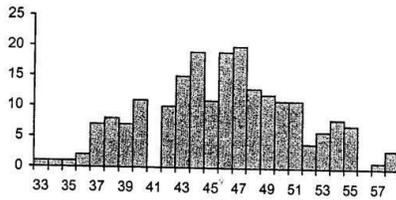
Begin Time: **11:40 AM** End Time: **12:40 PM**

Weather: **Clear** Land Use: **Indus/Resid**

| Speed | Number | Speed | Number |
|--------------|------------|-------|--------|
| 33 | 1 | 58 | 3 |
| 34 | 1 | 59 | 0 |
| 35 | 1 | 60 | 0 |
| 36 | 2 | 61 | 0 |
| 37 | 7 | 62 | 0 |
| 38 | 8 | 63 | 0 |
| 39 | 7 | 64 | 0 |
| 40 | 11 | 65 | 0 |
| 41 | 0 | 66 | 0 |
| 42 | 10 | 67 | 0 |
| 43 | 15 | 68 | 0 |
| 44 | 19 | 69 | 0 |
| 45 | 11 | 70 | 0 |
| 46 | 19 | 71 | 0 |
| 47 | 20 | 72 | 0 |
| 48 | 13 | 73 | 0 |
| 49 | 12 | 74 | 0 |
| 50 | 11 | 75 | 0 |
| 51 | 11 | 76 | 0 |
| 52 | 4 | 77 | 0 |
| 53 | 6 | 78 | 0 |
| 54 | 8 | 79 | 0 |
| 55 | 7 | 80 | 0 |
| 56 | 0 | 81 | 0 |
| 57 | 1 | 82 | 0 |
| TOTAL | 208 | | |

Summary Statistics

| | |
|-----------------------|---------|
| Total Observed | 208 |
| Speed Range | 33 - 58 |
| Average Speed | 46 |
| 50th percentile speed | 46 |
| 85th percentile speed | 51 |
| 10 mph pace speed | 42 - 51 |
| % in pace speed | 68 |
| Skewness index | 1.000 |



ANALYSIS INFORMATION

Segment Length (ft): **10,400** ADT: **25,334** Count Date: **01/23/02**

Number of Accidents: **81** Time period: **3.5** years

Calc. Accident Rate = **1.37** accidents per million vehicle-miles

Street Width (ft): **110** Configuration: **4 Lanes** Terrain: **Flat**

Parking Conditions: **None** Sidewalk: **Yes**

Other Considerations:

RECOMMENDATION

On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of Sections 627, 22357, 22358, and 40802 of the California Vehicle Code, a speed limit of **45** mph is hereby established as reasonable for the above street.

Signature: Chris D. Kinzel

Date: MARCH 14, 2002



City of Newark
2002 Citywide Traffic Speed and Volume Study

| VEHICLE SPEED DATA | | | | |
|---|--|----------------|------------|--------|
| Location: | Cedar Boulevard (Moore Ave - Balentine Dr) | | | |
| Posted Limit: | 35 | Recorder: | MM | |
| Direction: | Both | Date: | 01/23/02 | |
| Begin Time: | 10:45 AM | End Time: | 11:45 AM | |
| Weather: | Clear | Land Use: | Commercial | |
| Speed | | Number | Speed | Number |
| 26 | | 1 | 51 | 0 |
| 27 | | 0 | 52 | 0 |
| 28 | | 0 | 53 | 0 |
| 29 | | 4 | 54 | 0 |
| 30 | | 4 | 55 | 0 |
| 31 | | 10 | 56 | 0 |
| 32 | | 18 | 57 | 0 |
| 33 | | 16 | 58 | 0 |
| 34 | | 22 | 59 | 0 |
| 35 | | 22 | 60 | 0 |
| 36 | | 19 | 61 | 0 |
| 37 | | 24 | 62 | 0 |
| 38 | | 10 | 63 | 0 |
| 39 | | 5 | 64 | 0 |
| 40 | | 11 | 65 | 0 |
| 41 | | 8 | 66 | 0 |
| 42 | | 6 | 67 | 0 |
| 43 | | 6 | 68 | 0 |
| 44 | | 6 | 69 | 0 |
| 45 | | 1 | 70 | 0 |
| 46 | | 2 | 71 | 0 |
| 47 | | 1 | 72 | 0 |
| 48 | | 1 | 73 | 0 |
| 49 | | 2 | 74 | 0 |
| 50 | | 1 | 75 | 0 |
| TOTAL | | | 200 | |
| Summary Statistics | | | | |
| Total Observed | 200 | | | |
| Speed Range | 26 - 50 | | | |
| Average Speed | 36 | | | |
| 50th percentile speed | 36 | | | |
| 85th percentile speed | 41 | | | |
| 10 mph pace speed | 31 - 40 | | | |
| % in pace speed | 79 | | | |
| Skewness index | 1.167 | | | |
| | | | | |
| ANALYSIS INFORMATION | | | | |
| Segment Length (ft): | 16,000 | ADT: | 16,000 | |
| Number of Accidents: | 33 | Count Date: | 02/07/02 | |
| Calc. Accident Rate = | 136 | Time period: | 0.5 years | |
| 136 accidents per million vehicle-miles | | | | |
| Street Width (ft): | 83 | Configuration: | 4 Lanes | |
| Parking Conditions: | None | Sidewalk: | Yes | |
| Other Considerations: | | | | |
| RECOMMENDATION | | | | |
| On the basis of an engineering and traffic investigation, as reported above, and in accordance with the provisions of Sections 627, 22357, 22358, and 40802 of the California Vehicle Code, a speed limit of 35 mph is hereby established as reasonable for the above street. | | | | |
| Signature: | <i>Chris D. Kinzel</i> | | | |
| Date: | MARCH 14, 2002 | | | |
| | | | | |