

AT A REGULAR MEETING OF THE GLOUCESTER COUNTY BOARD OF SUPERVISORS, HELD ON WEDNESDAY, NOVEMBER 6, 2024, AT 6:00 P.M., IN THE COLONIAL COURTHOUSE AT 6504 MAIN STREET, GLOUCESTER, VIRGINIA ON A MOTION MADE BY _____, AND SECONDED BY _____, THE FOLLOWING RESOLUTION WAS ADOPTED BY THE FOLLOWING VOTE:

Phillip N. Bazzani, ___;
Ashley C. Chriscoe, ___;
Kenneth W. Gibson, ___;
Christopher A. Hutson, ___;
Michael A. Nicosia, ___;
Robert J. Orth, ___;
Kevin M. Smith, ___;

RESOLUTION TO SUPPORT THE IMPLEMENTATION OF SPEED MONITORING DEVICES IN SCHOOL CROSSING ZONES AND TO AUTHORIZE THE EXECUTION OF THE CONTRACT BY ALTUMINT, INC. AND GLOUCESTER COUNTY

WHEREAS, Virginia State Code Section 46.2-882.1 authorizes photo speed monitoring devices in highway work zones, school crossing zones, and high-risk intersections segments; and

WHEREAS, the safety and security of the County's school children is of paramount importance; and

WHEREAS, the Gloucester County Sheriff's Office has been exploring options for adding fixed mounted radars in school zones for quite some time; and

WHEREAS, at the request of the Sheriff's Office, Altumint, Inc. set up temporary systems at Petsworth and Achilles Elementary Schools to determine the need for monitoring in the County, resulting in violation rates of 25% and more during morning and afternoon school hours; and

WHEREAS, a proposed contract with Altumint, Inc. has been drafted and reviewed by all parties that will provide for the installation of photo speed enforcement cameras at all nine school zones in the County.

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Supervisors supports the installation of speed monitoring and enforcement devices in school crossing zones for the safety of school children.

BE IT FURTHER RESOLVED that the County Administrator is hereby authorized to act on behalf of the County to execute a contract for the

implementation of a comprehensive speed enforcement program in all nine school zones in the County, substantially the same as the contract attached hereto.

A Copy Teste:

Carol E. Steele, County Administrator



GLOUCESTER COUNTY
STANDARD CONTRACT
Altumint, Inc.
Speed Enforcement Program

Subject to Cooperative Contract No. ADMN2400470, issued by the City of Chesterfield, Virginia

This Contract entered into this ____ day of _____ 2024, by Altumint, Inc., with office located at 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706, hereinafter called the "Contractor" and Gloucester County, hereinafter called the "County". The Gloucester County Sheriff and/or their designee are solely responsible for the administration of the contract.

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF SERVICES: The Contractor shall provide all labor, materials, equipment, technical expertise and supervision to provide a comprehensive speed enforcement program on behalf of the County as outlined in Attachment A.

COMPENSATION/INSURANCE: Compensation will be made pursuant to Attachment B. Insurance shall be secured as outlined in Attachment C, before work is to begin.

CONTRACT DOCUMENTS: The Contract Documents shall consist of this signed Contract, the description or scope of work, any general conditions, special conditions, specifications, and other data contained that may be in the City of Suffolk's solicitation No. RFP ADMN24000142 dated November 29, 2023, together with all written modifications and the negotiated agreement dated May 3, 2024, all of which are incorporated herein by reference.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED: During the performance of this contract, the Contractor agrees as follows:

1. a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
2. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR: During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

COMPLIANCE WITH STATE LAW REGARDING EMPLOYMENT OF ALIENS: The Contractor agrees that it does not and shall not during the performance of the contract for goods and services knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

TERM OF THE CONTRACT: The Contract shall be effective upon signing of this Contract and shall end three (3) years after County acceptance of installation of cameras. The County shall have the exclusive right to renew coverage for up to four (4) additional one-year terms at sole option of the County. Unless notified in writing up to thirty (30) days prior to the end of the current term, this contract shall automatically renew.

TERMINATION WITHOUT CAUSE: The County may at any time, and for any reason, terminate this Contract by written notice to Contractor specifying the termination date, which shall be not less than sixty (60) days from the date such notice is mailed. Notice shall be given to Contractor by a guaranteed overnight mail service provider, return receipt requested and email at the address set forth in Quotation or as provided in this Contract. In the event of such termination, Contractor shall be paid such amount as shall compensate Contractor for the work satisfactorily completed, and accepted by the City, at the time of termination. If the County terminates this Contract, Contractor shall withdraw its personnel and equipment, cease performance of any further work under this Contract, and turn over to the County any work completed or in process for which payment has been made.

TERMINATION WITH CAUSE/DEFAULT/CANCELLATION: In the event that Contractor shall for any reason or through any cause be in default of the terms of this Contract, the County may give Contractor written notice of such default by a guaranteed overnight mail service provider, return receipt requested and email at the address set forth in Contractor's Bid Proposal or as provided in this Contract. Unless otherwise provided, Contractor shall have twenty (20) days from the date such notice is mailed in which to cure the default. Upon failure of Contractor to cure the default, the County may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract, and turn over to the County any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Contract may be

immediately cancelled and terminated by the County and provisions herein with respect to opportunity to cure default shall not be applicable.

INDEPENDENT CONTRACTOR: The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County.

NON-EXCLUSIVE CONTRACT: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. The contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other sources.

AVAILABILITY OF FUNDS: It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available "subject to appropriation" by the Board of Supervisors for the purpose of this agreement, ref § 15.2 Chapter 25 *Code of Virginia*. It is further understood and agreed between the parties to any agreement resulting from this Contract that the County shall not be obligated to purchase or pay for services covered by this agreement unless and until they are ordered, delivered, and performed for the County.

AMENDMENTS/MODIFICATIONS: The parties may amend this Contract at any time, in writing, by mutual agreement. The Purchasing Agent or his designee may execute such amendments on behalf of the County.

GOVERNING LAWS AND COURTS: This Contract is subject to the laws of the Commonwealth of Virginia and ordinances of the County of Gloucester, Virginia. Any litigation with respect thereto shall be brought in the courts of Gloucester County, Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations (§ 15.2-1235, Code of Virginia).

CONTRACTUAL DISPUTES: In accordance with § 22-63, Code of the County of Gloucester, Virginia, claims arising out of this contract, whether for money or other relief, may be submitted to the County of Gloucester, by submitting the claim in writing, with all necessary data and information to substantiate the claim attached, to the Purchasing Agent. The Purchasing Agent shall render his/her decision within thirty (30) days. The Contractor may then appeal the Purchasing Agent's decision to the County Administrator, who shall render a final decision within forty-five (45) days.

SEVERABILITY: If any provision of the Contract resulting from this application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this Contract shall be valid and enforced to the full extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

CONTRACTOR

COUNTY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

SHERIFF

By: _____

Date: _____

Virginia State Corporation Commission I.D. No. 11258037

Approved as to form Edwin H. Hulme 9-25-2024
County Attorney Date

GLOUCESTER COUNTY
ATTACHMENT A
SCOPE OF SERVICES

SCOPE OF SERVICES

The Contractor shall, using its professional staff members, provide the equipment and services as stated in the Contract Documents, as necessarily and appropriately modified to apply to Gloucester County rather than the City of Chesterfield. It is understood and agreed that all work shall be accomplished in strict compliance within the provision of the Contract documents. Key personnel and approach shall be in accordance with the Contractor's proposal.

The Contractor shall maintain and repair all equipment and software required to operate the speed enforcement system. The Contractor will maintain accurate and complete financial records of the program in accordance with generally accepted accounting principles. The Contractor is responsible to furnish all necessary construction, permitting, power, and communications necessary to operation the automated traffic enforcement program.

The Contractor shall appoint a qualified implementation manager to assist the County during the implementation of the program. The implementation manager will deliver a detailed project plan that includes a go live date for 120 days post contract signing that includes a day for day slide for any delays outside the vendor's control. The Manager shall coordinate all construction activities, permit applications, template creation for notices of violation, definition of data retention policy, public information campaign planning, and business rule development.

The Contractor shall appoint a Program Manager to be the County's primary point of contact for all program needs. This includes operational data reports, system health and queue reporting, and preparing any information required for FOIA requests. The business rules document will be prepared and executed by both parties that will define the site locations and type of active enforcement, along with processing rules and primary points of contact.

The County reserves the right to obtain additional related services from Contractor during the term of this Contract.

Maintenance and Support

Contractor will, in a timely and prompt manner, maintain and service the Monitoring System and assist County personnel who use the Monitoring System. Contractor will be on call to correct any malfunction that renders the Monitoring System inoperable during enforcement hours, Any and all maintenance records shall be considered Confidential Information (defined hereafter) and shall not be disclosed to County or anyone else, except as provided in this Contract.

Training

Contractor at no additional charge to County, will be responsible to train County to use the Monitoring System. This includes training new users as staffing assignments may change at the sole discretion of the County.

Service Locations.

Contractor shall provide to County, without charge, technical advice as to the feasibility of proposed Service Locations. The County reserves the right and authority to approve or disapprove any proposed Service Location(s).

Citizen Inquiries

Contractor shall provide, and include on citations, a telephone number to which recipients of citations may call Monday-Friday, 8:00 a.m. to 5:00 p.m. (EST), excluding legal holidays, to speak with a knowledgeable attendant to make inquiries and receive prompt informed answers to questions regarding topics such as citations, billing and payment procedures and status of payments and hearing dates. Contractor may employ the services of a customer service call center; County specifically agrees that such call center's representatives may access and view any and all information relevant and/or necessary for the provision of the Services described hereunder.

Hearing Dockets

Unless agreed otherwise by the parties, on not less than a monthly basis, Contractor, in consultation with County, shall prepare and submit to the applicable hearing officer or Court all paperwork and other documentation necessary for scheduling of hearings on all citations then ripe for review or adjudication. Contractor shall only send a notice to appear at a hearing for recipients of citations who have made a timely hearing request.

Collections

Contractor acknowledges that County may contract with a third party for the collection of unpaid citations issued pursuant to the terms and conditions of this Contract and past due debt owed to County resulting from past due citations, for purposes of filing collection actions against any motorist and/or debtor who fails to pay amounts due and owing under any citations. Contractor shall not be responsible for any and all court costs, filing fees, collection fees, attorney fees and other expenses incurred relating to the County's debt collection activities. Contractor is hereby authorized to provide a third party with whom the County contracts to provide debt collections services, with any and all information relevant and/or necessary for the collection of unpaid citations, including personal information of the recipients of the citations, but County is not obligated to use the third party provided by Contractor. Contractor's obligations to cooperate and provide information to any third party with whom the County contracts to provide debt collections services shall continue throughout the term of the Contract and for a period of twenty-four months following the termination of this Contract. County agrees to pay Contractor an additional Processing and Administration Fee set forth in (Attachment B: Fees for Services) for providing information and administrative services for the collection effort performed by a third party.

The Contractor confirms implementation timeline to approximately 120 days.

The Contractor confirms the following training procedures:

Our classes include frequently asked questions, procedural walkthroughs, and hands-on learning. The Contractor will work with the County develop a customized training plan and schedule. Below is a summary of the types of training offered.

Training	Initial Training	Class Size	Follow-up Frequency
Police Officer/Approver	Before Warning Period	Up to 20	As Needed
Financial	During Warning Period	Up to 5	Monthly
Court	During Warning Period	Up to 20	Monthly
IT	During Warning Period	Up to 5	As Needed

The Contractor shall provide onsite training and training through Microsoft Teams 30 days before the warning period. In addition to the initial training required at program launch, The Contractor is also available to offer training throughout the program life cycle (for example, for officers assigned to temporary desk duty). The Contractor encourages annual refresher training for all officers

approving citations.

No IT system support should be required since this is a web-based solution. County employees will only need to use a web browser to access the system. The program manager will provide Vioview system support, serving as the escalation point for end user questions, system issues, or requested enhancements.

The Contractor confirms to work with the County to design and provide data and materials in conjunction with the Community Enhancement Strategy through their Public Information Office which educates the public about their automated traffic enforcement programs to foster understanding, build trust & promote safer and more informed environment on the roads, Items to be included are as follows:

- Press release templates and quotes from the CEO
- Media communication support as needed
- Custom communication plans based upon the specific needs of the community (can include warning period launch support, and additional campaigning needs to ensure effective public awareness)
- Templated assets for digital campaigning (social media graphics, etc.)
- Templated assets for print media (flyers, postcards, large format prints, etc.)

The Contractor confirms to work with the County to incorporate the County's messaging into its public portal where payments can be made and violations can be viewed.

GLOUCESTER COUNTY
ATTACHMENT B
FEES FOR SERVICES

Service Locations: The County desires to install photo speed enforcement at all schools. The Contractor shall enforce at all nine (9) school zones, which will require eighteen (18) total cameras. The County will have a total of eighteen (18) systems across nine (9) school zones.

Pricing: Turn-Key Revenue Sharing Program:

\$14.00 of each citation issued for which the civil penalty is actually paid by or on behalf of the person to whom the summons was issued shall be paid to the Contractor, for providing the services as contained in this agreement.

This amount (\$14.00 per summons actually collected) shall be in full satisfaction of all the County's financial obligations to the Contractor under this Agreement.

Pricing shall remain firm in effect for the initial term and all renewal periods.

GLOUCESTER COUNTY
ATTACHMENT C
INSURANCE

INSURANCE

The Contractor certifies it will have the following insurance coverage by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits required, unless otherwise noted:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
- b. Employer's Liability - \$100,000.
- c. Commercial General Liability - \$500,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The County of Gloucester must be named as an additional insured and so endorsed on the policy.
- d. Professional Liability/Errors and Omissions - \$500,000 – per occurrence.

Code of Virginia
Title 46.2. Motor Vehicles
Chapter 8. Regulation of Traffic

§ 46.2-882.1. Use of photo speed monitoring devices in highway work zones, school crossing zones, and high-risk intersection segments; civil penalty.

A. For the purposes of this section:

"High-risk intersection segment" means any highway or portion thereof located not more than 1,000 feet from the limits of the property of a school that is part of or adjacent to an intersection containing a marked crosswalk that is identified in the manner provided in this section as one in which a traffic fatality has occurred since January 1, 2014.

"Highway work zone" has the same meaning ascribed to it in § [46.2-878.1](#).

"Photo speed monitoring device" means equipment that uses radar or LIDAR-based speed detection and produces one or more photographs, microphotographs, videotapes, or other recorded images of vehicles.

"School crossing zone" has the same meaning ascribed to it in § [46.2-873](#).

"Vehicle speed violation" means a violation of this title resulting from the operation of a vehicle in excess of the speed limit, including a violation of § [46.2-873](#) or [46.2-878.1](#).

B. A state or local law-enforcement agency may place and operate a photo speed monitoring device in school crossing zones for the purposes of recording violations of § [46.2-873](#) and in highway work zones for the purposes of recording violations of § [46.2-878.1](#).

A state or local law-enforcement agency may place and operate a photo speed monitoring device at a high-risk intersection segment located within the locality for the purpose of recording vehicle speed violations, provided that such law-enforcement agency certifies that a traffic fatality has occurred since January 1, 2014, in such segment.

C. The operator of a vehicle shall be liable for a monetary civil penalty imposed pursuant to this section if such vehicle is found, as evidenced by information obtained from a photo speed monitoring device, to be traveling at speeds of at least 10 miles per hour above the posted speed limit in the zone monitored by the photo speed monitoring device. Such civil penalty shall not exceed \$100, and any prosecution shall be instituted and conducted in the same manner as prosecution for traffic infractions. Civil penalties collected under this section resulting from a summons issued by a local law-enforcement officer shall be paid to the locality in which such violation occurred. Civil penalties collected under this section resulting from a summons issued by a law-enforcement officer employed by the Department of State Police shall be paid into the Literary Fund. However, all civil penalties collected under this section resulting from a summons issued based on evidence obtained from a photo speed monitoring device placed and operated at a high-risk intersection segment shall be paid to the Commonwealth Transportation Board to be used for the Virginia Highway Safety Improvement Program established pursuant to § [33.2-373](#).

D. If a photo speed monitoring device is used, proof of a vehicle speed violation shall be evidenced by information obtained from such device. A certificate, or a facsimile thereof, sworn to or affirmed by a law-enforcement officer, based upon inspection of photographs, microphotographs, videotapes, or other recorded images produced by a photo speed monitoring device, shall be prima facie evidence of the facts contained therein. Any photographs, microphotographs, videotapes, or other recorded images evidencing

such a violation shall be available for inspection in any proceeding to adjudicate the liability for such vehicle speed violation.

E. In the prosecution for a vehicle speed violation in which a summons was issued by mail, prima facie evidence that the vehicle described in the summons issued pursuant to this section was operated in a manner constituting a vehicle speed violation, together with proof that the defendant was at the time of such violation the owner, lessee, or renter of the vehicle, shall constitute in evidence a rebuttable presumption that such owner, lessee, or renter of the vehicle was the person who committed the violation. Such presumption shall be rebutted if the owner, lessee, or renter of the vehicle (i) files an affidavit by regular mail with the clerk of the general district court that he was not the operator of the vehicle at the time of the alleged violation and provides the name and address of the person who was operating the vehicle at the time of the alleged violation or (ii) testifies in open court under oath that he was not the operator of the vehicle at the time of the alleged violation and provides the name and address of the person who was operating the vehicle at the time of the alleged violation. Such presumption shall also be rebutted if a certified copy of a police report, showing that the vehicle had been reported to the police as stolen prior to the time of the alleged vehicle speed violation, is presented, prior to the return date established on the summons issued pursuant to this section, to the court adjudicating the alleged violation.

F. Imposition of a penalty pursuant to this section by mailing a summons shall not be deemed a conviction as an operator and shall not be made part of the operating record of the person upon whom such liability is imposed, nor shall it be used for insurance purposes in the provision of motor vehicle insurance coverage. However, if a law-enforcement officer uses a photo speed monitoring device to record a vehicle speed violation and personally issues a summons at the time of the violation, the conviction that results shall be made a part of such driver's driving record and used for insurance purposes in the provision of motor vehicle insurance coverage.

G. A summons for a vehicle speed violation issued by mail pursuant to this section may be executed pursuant to § [19.2-76.2](#). Notwithstanding the provisions of § [19.2-76](#), a summons issued by mail pursuant to this section may be executed by mailing by first-class mail a copy thereof to the owner, lessee, or renter of the vehicle. In the case of a vehicle owner, the copy shall be mailed to the address contained in the records of or accessible to the Department. In the case of a vehicle lessee or renter, the copy shall be mailed to the address contained in the records of the lessor or renter. Every such mailing shall include, in addition to the summons, a notice of (i) the summoned person's ability to rebut the presumption that he was the operator of the vehicle at the time of the alleged violation through the filing of an affidavit as provided in subsection E and (ii) instructions for filing such affidavit, including the address to which the affidavit is to be sent. If the summoned person fails to appear on the date of return set out in the summons mailed pursuant to this section, the summons shall be executed in the manner set out in § [19.2-76.3](#). No proceedings for contempt or arrest of a person summoned by mailing shall be instituted for failure to appear on the return date of the summons. If the summons is issued to an owner, lessee, or renter of a vehicle with a registration outside the Commonwealth and such person fails to appear on the date of return set out in the summons mailed pursuant to this section, the summons will be eligible for all legal collections activities. Any summons executed for a vehicle speed violation issued pursuant to this section shall provide to the person summoned at least 30 days from the mailing of the summons to inspect information collected by a photo speed monitoring device in connection with the violation. If the law-enforcement agency that was operating the photo speed monitoring device does not execute a summons for a vehicle speed violation issued pursuant to this section within 30 days from the date of the violation, all information collected pertaining to that suspected violation shall be purged within 60 days from the date of the violation.

H. A private vendor may enter into an agreement with a law-enforcement agency to be compensated for providing a photo speed monitoring device and all related support services, including consulting, operations, and administration. However, only a law-enforcement officer may swear to or affirm the

certificate required by this section. Any such agreement for compensation shall be based on the value of the goods and services provided, not on the number of violations paid or monetary penalties imposed. Any private vendor contracting with a law-enforcement agency pursuant to this section may enter into an agreement with the Department, in accordance with the provisions of subdivision B 31 of § [46.2-208](#), to obtain vehicle owner information regarding the registered owners of vehicles that committed a vehicle speed violation. Any such information provided to such private vendor shall be protected in a database.

I. Information collected by a photo speed monitoring device operated pursuant to this section shall be limited exclusively to that information that is necessary for the enforcement of vehicle speed violations. Information provided to the operator of a photo speed monitoring device shall be protected in a database and used only for enforcement of vehicle speed violations and enforcement against individuals who violate the provisions of this section. Notwithstanding any other provision of law, all photographs, microphotographs, videotapes, or other recorded images collected by a photo speed monitoring device shall be used exclusively for enforcing vehicle speed violations and shall not be (i) open to the public; (ii) sold or used for sales, solicitation, or marketing purposes; (iii) disclosed to any other entity except as may be necessary for the enforcement of a vehicle speed violation or to a vehicle owner or operator as part of a challenge to the violation; or (iv) used in a court in a pending action or proceeding unless the action or proceeding relates to a vehicle speed violation or a violation of this section, or such information is requested upon order from a court of competent jurisdiction. Information collected under this section pertaining to a specific violation shall be purged and not retained later than 60 days after the collection of any civil penalties. Any law-enforcement agency using photo speed monitoring devices shall annually certify compliance with this section and make all records pertaining to such system available for inspection and audit by the Commissioner of Highways or the Commissioner of the Department of Motor Vehicles or his designee. Any person who discloses personal information in violation of the provisions of this subsection shall be subject to a civil penalty of \$1,000 per disclosure.

J. A conspicuous sign shall be placed within 1,000 feet of any school crossing zone, highway work zone, or high-risk intersection segment at which a photo speed monitoring device is used, indicating the use of the device. There shall be a rebuttable presumption that such sign was in place at the time of the commission of the speed limit violation.

K. Any state or local law-enforcement agency that places and operates a photo speed monitoring device pursuant to the provisions of this section shall report to the Department of State Police, in a format to be determined by the Department of State Police, by January 15 of each year on the number of traffic violations prosecuted, the number of successful prosecutions, and the total amount of monetary civil penalties collected. The Department of State Police shall aggregate such information and report it to the General Assembly by February 15 of each year.

2020, c. [1232](#); 2024, c. [670](#).



Violation Averages from 2-day study (10+)

Petsworth Elementary

Daily = 252

Weekly = 1,260

Monthly = 5,040

Achilles Elementary

Daily = 158

Weekly = 790

Monthly = 3,160

Combined total for Petsworth & Achilles

Daily = 410

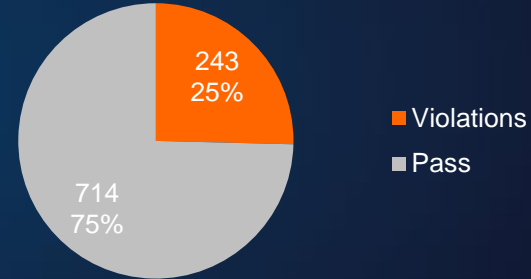
Weekly = 2,050

Monthly = 8,200

- 100% violator funded
- Cost Neutrality Clause

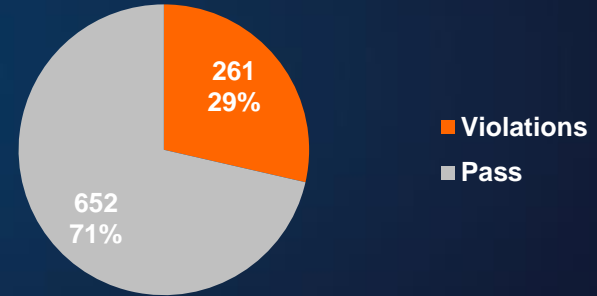
PETSWORTH ES			
Speed (mph)			
Speed Limit	60		
School Speed Limit	35		
Violation Limit	9		
Start		End	
School Zone Time 1	8:50 AM	9:20 AM	
School Zone Time 2	3:40 PM	4:10 PM	
All Hours	School Hours	Non-School Hours	
Vehicle Count	12,683	957	11,726
Violations	312	243	69
Pass	12,371	714	11,657
Average Speed	55.8	40.5	57.0
Median Speed	58.0	39.0	58.0
85th Percentile Speed	62.0	48.0	62.0

School Hours



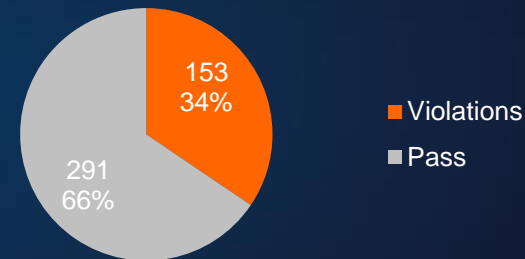
PETSWORTH ES			
Speed (mph)			
Speed Limit	60		
School Speed Limit	35		
Violation Limit	9		
	Start	End	
School Zone Time 1	8:50 AM	9:20 AM	
School Zone Time 2	3:40 PM	4:10 PM	
	All Hours	School Hours	Non-School Hours
Vehicle Count	12,297	913	11,384
Violations	332	261	71
Pass	11,965	652	11,313
Average Speed	55.8	40.8	57.0
Median Speed	58.0	40.0	58.0
85th Percentile Speed	62.0	50.2	62.0

School Hours



ACHILLES ES			
	Speed (mph)		
Speed Limit	45		
School Speed Limit	25		
Violation Limit	9		
	Start	End	
School Zone Time 1	8:50 AM	9:20 AM	
School Zone Time 2	3:40 PM	4:10 PM	
	All Hours	School Hours	Non-School Hours
Vehicle Count	4,200	444	3,756
Violations	282	153	129
Pass	3,918	291	3,627
Average Speed	39.6	30.7	40.7
Median Speed	44.0	32.0	45.0
85th Percentile Speed	50.0	39.0	50.0

School Hours



ACHILLES ES			
Speed (mph)			
Speed Limit	45		
School Speed Limit	25		
Violation Limit	9		
Start		End	
School Zone Time 1	8:50 AM	9:20 AM	
School Zone Time 2	3:40 PM	4:10 PM	
All Hours		School Hours	Non-School Hours
Vehicle Count	3,960	448	3,512
Violations	297	163	134
Pass	3,663	285	3,378
Average Speed	41.2	30.3	42.6
Median Speed	44.0	31.0	45.0
85th Percentile Speed	50.0	39.0	50.0

School Hours

