

MESQUITE

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Delivered Via E-Mail

February 10, 2011

Dear Ms. Aren Cambre,

The City of Mesquite does not possess the electronic records you are requesting. When your Open Records Request was received, we contacted Redflex Traffic Systems and notified them of your request. In response, Redflex sent a detailed estimate to produce the records you are requesting. I have attached this for your viewing. If you wish to obtain records from Redflex, please contact them directly.

Per the letter e-mailed to you on February 8, 2011, the only information the City of Mesquite has on file and can produce is:

- Citation ID
- Citation Date
- Citation Time
- Disposition (appealed, charges were upheld, court appearance)
- List of paid fines (including location, vehicle speed, posted speed)

The following is an estimated cost for the requested **City of Mesquite documents**:

994 copies @ \$.10 per page =	\$ 99.40
1.5 hours labor @ \$15.00/hour =	22.50
Overhead (20% of labor charge) =	4.50
Postage =	<u>14.95</u>
Total charge =	\$141.35

If you agree to accept the City of Mesquite charges, please do so in writing (via e-mail). If you do not respond to this notification or fail to submit payment within 10 business days, after the date the original letter was e-mailed, your request will be considered automatically withdrawn. Please send a check or money order in the amount of \$141.35 made payable to: "City of Mesquite". Please address the envelope to:

City of Mesquite
Attn: Sonja Land, City Secretary
P. O. Box 850137
Mesquite, TX 75185-0137

If you decide to send your check via overnight delivery, the physical address is 1515 North Galloway Ave., Mesquite, TX 75149. Once your check is received, the documents will be provided as soon as possible. However, due to the volume of records, additional time will be needed to prepare all of the requested documents responsive to your request.

If you have any questions or would like to modify this request please contact me at 972-216-6244 or by email at sland@cityofmesquite.com.

Sincerely,



Sonja Land
City Secretary



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Response to Public Records Request

Date: February 2, 2011

To: Mesquite Texas Police Department for Aren Cambre

From: Robert G. Salcido, Director of Operations,
Corporate Custodian of Records
Redflex Traffic Systems, Inc.

Re: Public Records Request for Aren Cambre

We are in receipt of your Request for Records; in response, we submit the following:

The information we have in our system is obtained through NLETS and any and all information is confidential and protected. In order to comply with the terms and conditions of the above referenced Agreement and in order to properly identify automotive drivers, Redflex requires access to certain motor vehicle ownership or automotive driver registration records and data. Access to such information is obtained as a result a contractual relationship with the National Law Enforcement Telecommunication System, Inc. The agreement between Redflex and NLETS (hereinafter the "NLETS Agreement") contains provisions that limit and restrict Redflex's use of NLETS applications and data to only those actions that are expressly permitted in writing in the NLETS Agreement. As a result of the limitations and restrictions contained in the provisions of the NLETS Agreement, could not comply with the Requests at this time because of its contractual obligations with the National Law Enforcement Telecommunication System, Inc.

As a result of the foregoing, it is Redflex's position that it currently does not possess the complete authority to disclose or release the materials relevant to the Requests because it has not been expressly authorized to do so pursuant to the above referenced NLETS Agreement. It is most likely the case that the disclosure or release of information relative to said request would contain direct or indirect references to motor vehicle ownership or automotive driver registration records and data of the type and nature that is not currently permitted at this time under the NLETS Agreement with the National Law Enforcement Telecommunications System, Inc. Redflex's failure to adhere in full with the terms and conditions of the NLETS Agreement could be considered unauthorized use of NLETS applications and data to such a degree and extent that Redflex might be deemed to be in material breach of contract.

2. The Requested Information Should be Excepted From Disclosure Pursuant to Section 552.110 of the Texas Public Information Act Because of the Commercial And Financial Information That Would Cause Substantial Competitive Harm to Redflex If Released to the Public.

Section 552.110 of the Texas Public Information Act states, in pertinent part, "Commercial or financial information for which it is demonstrated based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained is excepted from the requirements of Section 552.021." The disclosure or release of



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information relevant to the Requests would most likely contain either direct or indirect references to motor vehicle ownership or automotive driver registration records and data of the nature and type that has not been expressly authorized by the National Law Enforcement Telecommunications System, Inc.

Disclosure and release of motor vehicle ownership or automotive driver registration records and data by Redflex without the express written consent of NLETS could be deemed an action that potentially violates the express terms and conditions of the above referenced NLETS Agreement. As a result, if Redflex were required to disclose such records and data, it could be deemed to be in material breach of the NLETS Agreement because it could be engaging in activities that have not been expressly permitted by NLETS at this time. A material breach of the NLETS Agreement may, potentially, cause substantial competitive harm to Redflex with respect to its ability to continue to provide services to the City, or other customers, because of its need to have accurate and timely electronic access to automotive records for traffic violation enforcement purposes.

Accordingly, the express language of the NLETS Agreement at this time does not appear to permit Redflex to release and disclose to the Requesting Party all of the motor vehicle ownership or automotive driver registration records and data relevant to the Requests identified as "An electronic dump of all data concerning individual automated red light camera violations". The release or disclosure of such automotive registration information in a manner or method that potentially effectuates a material breach of the NLETS Agreement by Redflex may cause financial harm to Redflex because it could limit the ability of Redflex to continue to provide timely and accurate automatic traffic safety photo enforcement services to its customers.

In addition the request for a data dump would require programming and development to provide the requested data. The requested data within a report as requested does not exist and/or in the format requested; nor is this information in the control and custody of the jurisdiction; this request will require programming and development of a program to run this data; FOIA and PRA requirements do not require that a non-existing; non-standard report or data file be created to comply with a request. Building a query to remove all personal identifying information would entail extensive programming and development and would need to be paid by any third party prior to initiating any effort to comply.

CHAPTER 730. MOTOR VEHICLE RECORDS DISCLOSURE ACT

◆ 730.001. Short Title

This chapter may be cited as the Motor Vehicle Records Disclosure Act.

Added by Acts 1997, 75th Leg., ch. 1187, ◆ 1, eff. Sept. 1, 1997.

◆ 730.004. Prohibition on Disclosure and Use of Personal Information From Motor Vehicle Records



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Notwithstanding any other provision of law to the contrary, including Chapter 552, Government Code, except as provided by Sections 730.005 and 730.008, an agency may not disclose personal information about any person obtained by the agency in connection with a motor vehicle record.

Conclusion.

The Requesting Party seeks information that Redflex has not been expressly authorized to disclose or release at this time pursuant to the terms and conditions of the MVD/NLETS Agreement and its related provisions. Disclosure of any of the foregoing by Redflex could effectuate a breach of state statutes and NLETS Agreement which may, in turn, limit Redflex's electronic access to NLETS motor vehicle ownership or automotive driver registration records and data which are necessary in order for Redflex to provide accurate and timely automatic traffic safety photo enforcement services to its customers. As a result of the potential for substantial competitive harm to Redflex, the information related to the Request is properly excepted from disclosure and release under the laws of the State of Texas. In addition; as requested, for RTSI to provide a report with all personal identifiable data redacted would require special programming; we estimate 4 minimum hours billable at \$175.00 per hour payable in advance; total sum of \$700.00 payable to Redflex Traffic Systems, Inc.

I appreciate the opportunity to be of service and hope the requested information is found useful to you.

Thank you,

Robert G. Salcido

Director of Operations
Corporate Custodian of Records
Redflex Traffic Systems, Inc.
23751 N. 23rd Avenue, Suite 150
Phoenix, AZ 85085-1854

