
A RESOLUTION AUTHORIZING THE MAYOR AND POLICE CHIEF TO SIGN AND EXECUTE ALL DOCUMENTS NECESSARY WITH BLUE LINE SOLUTIONS, LLC

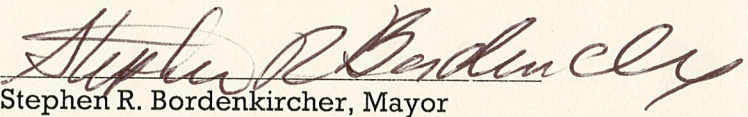
WHEREAS, The Council of the Village of West Lafayette believes that the health and safety of the citizens of the Village of West Lafayette would best be protected by installing photo traffic enforcement systems within school zones within the village and;

WHEREAS, the Village of West Lafayette desires to contract with Blue Line Solutions, LLC to install a photo traffic enforcement system within the Village of West Lafayette, Ohio.

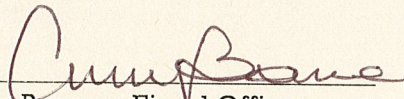
NOW THEREFORE, BE IT RESOLVED by the Council of the Village of West Lafayette;

Section 1: That the Mayor and Police Chief are hereby authorized to sign and execute all documents necessary for this agreement.

PASSED IN COUNCIL THIS 18 day of December, 2023.


Stephen R. Bordenkircher, Mayor

ATTEST:


Amy Bourne, Fiscal Officer

AN AGREEMENT BETWEEN
BLUE LINE SOLUTIONS, LLC.
AND
WEST LAFAYETTE, OHIO



TRUEBLUE™
SPEED ENFORCEMENT | SCHOOL ZONE



AUTOMATED

PHOTO

ENFORCEMENT SERVICES AGREEMENT

Village of West Lafayette FL

This **Photo Enforcement Services Agreement** (the "Agreement") is made and entered into this _____ day of _____, 2023, by and between Blue Line Solutions, LLC, a Tennessee corporation with offices at 4409 Oakwood Drive, Chattanooga, TN 37416 (herein "BLS"), and the **Village of West Lafayette** with an office at 113 Est Railroad St., West Lafayette, Ohio (herein "Municipality").

RECITATIONS

WHEREAS, the General Assembly of the State of Ohio has authorized localities to enact ordinances to monitor, enforce, and penalize violations of school zone, construction zone speed limits, and red-light infractions; and

WHEREAS, Blue Line Solutions is in the business of providing automated traffic violation detection, imaging, and administrative services to authorized municipalities and government agencies using Blue Line Solution's proprietary systems (as more specifically described herein below, the "Service"; and

WHEREAS, BLS has the legal possession and processes referred to collectively as the "Automated Speed Enforcement System" (herein "APE" or "ASE System") and the "Manned Photo Laser System" (herein "MPL" or "MPL System"); and

WHEREAS, Municipality desires to use the APE and MPL Systems to monitor excessive speeding infractions and other potential traffic violations, issue traffic notices of violations and evaluate traffic movement and safety, affirms it has no other such equipment or service provider and has the right, power, and authority to execute this Agreement; and

WHEREAS, Municipality has no authority to conduct speed enforcement and traffic safety activities on its own, but relies on its duly-elected or appointed Chief or Sheriff for law enforcement functions, including speed and traffic enforcement, to include school zones and construction safety zones; and

WHEREAS, the West Lafayette Police Department has been a party to researching and instituting this additional enforcement and is included as a party to this agreement due to its role as the Municipality agency authorized to enforce this state code and Municipality ordinance.

NOW, THEREFORE, the parties agree for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and BLS agree as follows:



1. BLS AGREES TO PROVIDE:

During the Term of this Agreement, and in consideration of the Fees specified in Exhibit C ("BLS Fees"), BLS shall use reasonable commercial efforts to provide the services to the Municipality in accordance with the terms and conditions of this Agreement. Services shall include the following: The scope of work is identified in "Exhibit A."

2. MUNICIPALITY AGREES TO PROVIDE:

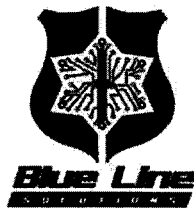
The Municipality acknowledges that certain aspects of the Service require the participation and cooperation of the Municipality, without which BLS's performance of the Services may be significantly impaired or delayed. The Municipality is responsible for the following: The scope of work is identified in "Exhibit B."

3. TERM AND TERMINATION

- a. Initial Term & Extensions. The term of this Agreement shall be for sixty (60) months beginning on the date of the first Notice of Violation/Liability (the "Start Date") is issued and payable and may be automatically extended for additional sixty (60) months year periods at the sole option of Municipality. Either party may terminate this Agreement at the expiration of any term, providing written notice of its intent not to extend the Agreement at least thirty (30) days prior to the expiration of the current term.
- b. Termination by Agreement. This Agreement may be terminated at any time by the mutual written agreement of BLS and the Municipality;
- c. Termination for Cause. Either party may terminate this agreement for cause if: (a) the other party fails in any material way to perform or breached its obligations under this Agreement; (b) applicable or governing law is amended, or the State Department of Transportation adopts a rule or other requirement, to prohibit or substantially restrict the operation of automated traffic law enforcement systems, including the System being provided by BLS; or (c) any court of competent jurisdiction rules that the System, or other similar systems, violates applicable law or cannot otherwise be used to enforce notices of violation or citations issued hereunder.

Termination under this subsection may occur if the terminating party notifies the other party of its intent to terminate, stating the specific grounds, therefore, and the other party fails to cure the default within sixty (60) days after receiving notice;

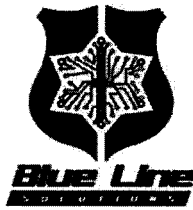
- d. Termination by Legislation. If the law is changed so as to prohibit or substantially interfere with the operation or feasibility of either the APE or MPL Systems or the parties' obligations under this Agreement, parties may agree to; (a) renegotiate the contract; or (b) terminate contract for cause.



- e. Termination for Convenience. At any time during the term of this Agreement without cause with ninety (90) days' notice, provided, however, (a) if the Municipality terminates the Agreement prior to the expiration of any term, the Municipality shall pay Blue Line Solutions the "Termination for Convenience" fee, if any, of \$1,500 per camera for each month that remains in the Initial Term and (b) as of the Effective Date of Termination Fee the applicable costs set forth in Exhibit C; and (c) the Municipality shall not terminate this Agreement without cause in the first year of the term;
- f. De Facto Termination. If the Municipality at any time purposefully or voluntarily ceases part or all of the enforcement program through: (a) a failure to approve citations; (b) excessively spoiling legally valid citations/summons without cause; (c) failing to restart the program after an extended break, such as summer or winter break; (d) failing to sign and initiate a citation/summons collection program, where legal, within six (6) month of program start; or (e) fails to restart a lawfully or mutually agreed upon suspended program within sixty (60) days, will be in breach of contract and without restoration to original terms will be understood to have, "Terminated for Convenience" the agreed upon contract.
- g. Effect of Termination. Upon any termination of this Agreement, the parties recognize that BLS and Agency will use their best efforts to continue processing any pending and legitimate traffic law Violations. However, all image capture activities provided by BLS under this Agreement shall cease immediately. Accordingly, the parties shall have the following obligations, which continue during the termination process: Municipality shall cease using the APE and MPL Systems, shall allow BLS to retrieve all equipment within a reasonable time not to exceed 60 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and the Agency shall continue to process all images and Violations that occurred before termination in accordance with this Agreement, and BLS shall be entitled to all Fees (as described in **Exhibit C**) specified in the Agreement as if the Agreement were still in effect.
- h. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the APE and MPL Systems or the underlying infractions are unconstitutional, illegal, or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the APE and MPL Systems or the enforcement of the underlying infractions shall also automatically terminate this agreement.

4. ASSIGNMENT AND EFFECT OF AGREEMENT

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 Municipality hereby acknowledges that the performance of BLS's equipment and obligations pursuant to this Agreement require a significant investment by BLS, and that, in order to finance such investment, BLS may be required to enter into certain agreements or arrangements with



financial institutions or other similar entities. The Municipality hereby agrees that BLS shall have the right to assign or pledge its rights under this Agreement in connection with any financing subject to the Municipality's prior written approval, which approval shall not be unreasonably withheld or delayed. The Municipality further agrees that in the event BLS provides written notice to the Municipality that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the Municipality fails to provide such approval or fails to object within thirty (30) days after its receipt of such notice from BLS, then BLS shall be free to effect such transaction.

This Agreement shall inure to the benefit of and be binding upon all of the parties hereto and their respective executors, administrators, successors, and assigns as permitted by law.

5. FEES AND PAYMENT

The Municipality shall pay BLS for all equipment, services, and maintenance based on the Service Fee schedule indicated in **"Exhibit C."**

BLS shall collect and accumulate all payments to the Municipality on a monthly basis and provide proper payment to the Municipality on or before the 15th day of the following month. The Municipality shall defer all payments to BLS in order to provide a transparent audit process for all payments collected.

6. AVAILABILITY OF INFORMATION

BLS agrees that all relevant information obtained by BLS through the operation of the APE and/or MPL Systems shall be made available to the Municipality at any time during BLS's normal working hours upon reasonable notice, excluding trade secrets and other confidential or proprietary information not reasonably necessary for the prosecution of Notices of Violation/Liability or the fulfillment of BLS's obligations to Municipality under this Agreement.

7. CONFIDENTIAL INFORMATION

No information provided by BLS to Municipality will be of a confidential nature unless specifically designated in writing as proprietary and confidential by BLS; however, nothing in this paragraph shall be construed contrary to the terms and provisions of any of the State "Freedom of Information Act," "Open Records Request," or similar laws, insofar as they may be applicable. The Municipality must provide BLS an opportunity to redact proprietary and/or confidential information pertaining to trade secrets and/or sensitive operations before releasing information complying with the records request.

8. OWNERSHIP OF THE SYSTEM

It is understood by the Municipality that the APE and MPL Systems and all associated hardware and software being provided by BLS are and shall remain, the sole property of BLS unless separately procured by the Municipality. The APE and/or MPL Systems are being provided to the Municipality



only pursuant to the terms of this shall not make any modifications perform any type or reverse

nor infringe on any property or patent rights, nor cause or allow any other Person to do any of the foregoing. The parties agree that upon termination of this Agreement for any reason, BLS shall have the right to remove any equipment provided, but not the obligation.

Agreement. Municipality agrees that it to BLS's equipment, nor disassemble or engineering to the APE and MPL Systems,

9. LEGAL COMPLIANCE

The municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. Municipality acknowledges that, based on representations by BLS, it reasonably believes that the APE and/or MPL Systems and associated summons procedures comply with federal, state, and local laws and ordinances.

10. COMPLIANCE

The Municipality shall at all times comply with all federal, state, and local laws, ordinances, and regulations. The Municipality acknowledges that they reasonably believe the APE System and associated citation procedures comply with federal, state, and local laws and ordinances. The Municipality shall comply with the maintenance procedures and manufacturer recommendations for the operation of the APE System equipment.

11. LIMITED LIABILITY

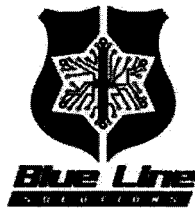
Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any indirect, incidental, special, lost profits or consequential damages,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

12. PROGRAM MATERIALS

BLS shall retain all rights, title, and interest in and to any information, data, software (including with respect to any System integration performed by or on behalf of BLS, templates, studies, reports, or other documents, including Training Materials, Pamphlets, and other materials used generally by BLS in performing services for its clients ("Program Materials"). BLS grants to The Municipality a non-exclusive, royalty-free, fully paid up, nonsublicensable, non-transferable right and license during the Term to create a limited number of copies, distribute, display and create derivative works of and use Program Materials solely by its authorized personnel for The Municipality's internal use in connection with the Services.

13. MUNICIPALITY MARKS

The Municipality hereby grants to BLS and its affiliates a non-exclusive, non-transferable, sublicensable license during the term of this contract to use, reproduce, display, and distribute the Municipality name, seal, logo, domain name, and other marks owned or controlled by The Municipality ("The Municipality Marks") solely in connection with the Program Materials and as otherwise required in connection with the performance of the Services. BLS will allow The



Municipality to review and approve all uses of the Municipality Marks. Notwithstanding the foregoing, BLS and its affiliates may identify the Municipality as an entity utilizing the Services in its marketing materials, including but not limited to its website and proposals to perform the same or similar services for others, without the prior written consent of The Municipality. Nothing in this Agreement grants the Municipality any right to use the name, logo, or other marks of BLS or its affiliates except as incorporated in Program Data and Program Materials or otherwise with the prior written consent of BLS.

14. 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. Such causes may include, but are not limited to, acts of God or the public enemy, terrorism, significant fires, floods, earthquakes, unusually severe weather, epidemics, strikes, or governmental authority approval delays or denials. The party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

15. CORRESPONDENCE BETWEEN PARTIES

All notices required to be given under this Agreement shall be deemed provided upon the date postmarked when mailed by first class mail or by registered mail and addressed to the proper party at the address set forth in Section 21 below.

16. DISPUTE RESOLUTION

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations and followed, if necessary, by professionally assisted mediation within 45 days. Any such mediator must be acceptable to each party. The mediation will be conducted as specified by the mediator and agreed upon by the parties. The parties agree to attempt to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and remain confidential. Each party will bear its own costs in the mediation and will equally share the fees and expenses of the mediator.

17. ADDITIONAL SERVICES

Additional systems and services provided by BLS may be added to this Agreement by mutual consent of the parties. In the event the Municipality agrees to contract for other services provided by BLS or companies owned by Blue Line Holdings, LLC, whether or not associated with the program herein, the Municipality authorizes BLS to withdraw invoiced amounts on a one-time basis or monthly basis, whichever is chosen by the Municipality, as payment for products/services, subject to review and approval by the Municipality. Such services may include but are not limited to; Signage (analog or digital), Automated License Plate Recognition (ALPR) Systems, mobile surveillance and/or APLR trailers, School Bus stop arm systems, drones, surveillance cameras,



Video Management Systems, Real-time Crime Center software/hardware; or other related technologies.

18. VALIDITY AND CONSTRUCTION OF TERMS

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and all remaining provisions of this Agreement shall remain in full force and effect.

19. ENTIRE AGREEMENT

This Agreement replaces any previous agreements and discussions and constitutes the entire agreement between the parties with respect to the subject matters herein. No amendments, modifications, or alterations of the terms herein shall be binding unless the same is in writing and duly executed by the parties.

20. RECORDS AND AUDIT RIGHTS

During the term of the Agreement, BLS shall maintain all books of account, reports, and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. BLS agrees to make available to Municipality, during normal business hours, all books of account, reports, and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the State public records law and State public records retention schedules, whichever is longer.

Additionally, each party shall have the right to audit the records of the other party pertaining to a citation issued pursuant to this Agreement solely for the purpose of verifying the accuracy of payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight hours' notice at mutually convenient times. The cost of any such audit shall be borne by the party requesting the audit.

21. 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 hereto or to carry out the intent of this Agreement.

22. NO AGENCY

The relationship between the parties shall be that of independent contractors, and the employees, agents, and servants of either party shall in no event be considered to be employees, agents, or servants of the other party. This Agreement shall not create an agency relationship between BLS

and Municipality, and neither obligations on behalf of the other



party may incur any debts, liabilities, or party except as expressly provided herein.

23. NOTICES

Any notices or demand which under the terms of this Agreement or under any law shall be in writing shall be made by personal service, first class mail, or by certified or registered mail to the parties at the following address:

Notices to Blue Line Solutions:

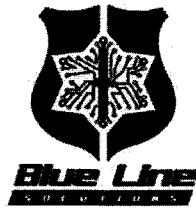
Mark Hutchinson, CEO
4409 Oakwood Dr.
Chattanooga, TN 37416

Notices to the Village of West Lafayette:

Stephen Bordenkircher, Mayor
Christopher Walters, Chief
113 Railroad St.
West Lafayette, OH 438451

24. 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 shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law, provided it is consistent with the intent of the parties as expressed in this Agreement.



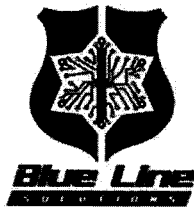
25. PUBLIC INFORMATION & EDUCATION (PI&E)

BLS agrees to work with the Municipality toward the implementation of a public information & education program preceding any enforcement. Such efforts will include press releases for TV, radio, newspaper, and internet, social media posts (content), & dissemination of information through the Municipality School System.

26. DEFINITIONS

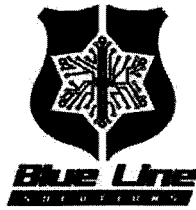
As used in this Agreement, the following words and terms shall apply:

- **“Agency”** means any state, county, or local law enforcement agency within a municipality charged with its law enforcement functions. This includes, but is not limited to, any; Police Office or Department, Sheriff’s Office or Department, Department of Public Safety, State Police Department, Highway Patrol, Ranger, etc.
- **“Automated Photo Enforcement System” (herein “APE System,” “ASE System”)** means a digital, electronic system used to accurately detect and capture recorded images or video of motor vehicles committing a traffic infraction.
- **“APE System Zone: School”** refers to an area on a street near a school or near a crosswalk leading to a school that has a likely presence of younger pedestrians. This zone can include; (a) multiple lanes of travel, and/or; (b) bi-directional lanes of travel of specific length. For the purposes of counting, one “zone” is generally equivalent to one side of a school, which may include up to four (4) school zones that cover all streets surrounding the school. The number of cameras is based on the number of road lanes.
- **“APE System Zone: Construction”** refers to a construction zone that has a likely presence of construction workers and equipment generally in an active roadway. This zone can include; (a) multiple lanes of travel, and/or (b) bi-directional lanes of travel of specific length. For the purposes of counting, one “zone” is generally equivalent to one two-lane roadway or one side of a divided roadway. The number of cameras is based on the number of road lanes.
- **“APE System Zone: Red Light Approach”** refers to a Red-light Approach zone. This zone can include; (a) multiple lanes of travel heading in one direction approaching a stoplight. For the purposes of counting, one “zone” Approach is equivalent to one lane of a road headed into a red-light regulated intersection. The number of cameras is based on the number of road lanes.
- **“Incident”** refers to any violation of posted, enforceable speed limits captured by a BLS APE System.
- **“MPL System”** means Manned Photo Laser System, described as photographic traffic monitoring equipment capable of accurately detecting a traffic infraction and recording such data with images of such vehicle.
- **“Motor Vehicle”** means, Motor vehicle means any vehicle, machine, tractor-trailer, or semi-trailer propelled or drawn or self-propelled by mechanical power and used upon



the roadways or highways in the transportation of passengers or property, or any combination thereof.

- **"Motor Vehicle Owner"** means the person or entity identified by the NLETS or other state vehicle registration office as the registered owner of a vehicle. Such term shall also mean a motor vehicle lessee pursuant to a motor vehicle lease or rental agreement.
- **"Motor Vehicle Administration" (herein "MVA")** means information on a motor vehicle and/or motor vehicle owner derived from accessing a Criminal Justice Information (CJIS) database. Assess to CJIS information may come from the State of the originating violation and other State or National driver and vehicle databases.
- **"Municipality"** means any form of self-governing body or jurisdiction, incorporated or unincorporated, charged with the execution of duties for a specific locality as granted by national and/or regional laws within the United States. These include but are not limited to a: hamlet, village, borough (boro), town, township, city, precinct, district, parish, county, or state.
- **"Notice of Liability"** means a written notification or summons to the registered owner of a motor vehicle that is issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to a violation that involves the motor vehicle owned by that registered owner as evidenced by the APE and/or MPL System.
- **"Notice of Violation"** means a citation, summons, or equivalent instrument issued by a competent state or local law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by an APE or MLP System or Blue Line Solutions as an agent of such law enforcement agent, agency or court.
- **"Person" or "Persons"** means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority, political subdivision, or any other entity.
- **"Recorded Events"** means photographic, electronic, digital, or video images of a motor vehicle recorded by an APE or MLP System and establishing a time sequence of the motor vehicle entering the intersection or speed zone and its speed.
- **"Start Date"** means the date the first Notice of Violation/Liability (ie. payable Citation or Summons) is issued by BLS on behalf of the Municipality.
- **"Violation Verification"** means a web-based violation processing system used by Certified Police Officer, Peace Officer, Sheriff, Constable, or other Sworn or Certified Law enforcement Agent.
- **"Violation"** means failure to obey an applicable traffic law, motor vehicle codes, ordinances, or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit or in a designated enforcement zone, such as a School Zone, School Crossing Zone, or Work Zone, as may be amended from time to time.



27. STATE LAW TO APPLY

This Agreement shall be construed under and in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date accepted by the Customer.

Blue Line Solutions, LLC.

By: Jason Friedberg

VILLAGE OF WEST LAFAYETTE
STATE OF OHIO


Authorized Signature (*Municipality*)

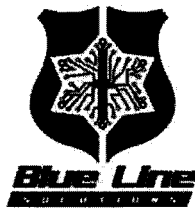
Approved and authorized this _____ day of _____, 20_____.



Exhibit A

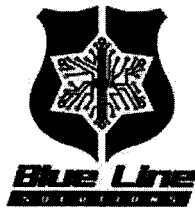
BLS Obligations and Scope of Work

1. BLS, at the request of the Municipality, shall perform an analysis on selected roadways to determine potential Violation rates and assess the most suitable locations for the APE and MPL System equipment.
2. BLS shall provide the quantities of APE and MPL System equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of APE and MPL Systems to be provided and may modify the location(s) without penalty or additional cost to the Municipality if the parties agree in writing.
3. BLS will promptly perform a preliminary review of recorded events data for the purpose of filtering Recorded Event data not of sufficient quality for further use. For example, BLS may filter Recorded Event data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. The Municipality will have the sole and exclusive responsibility for the final review of Recorded Events data not filtered by BLS and the authorization and issuance of a citation thereafter.
4. BLS will promptly retrieve applicable Motor Vehicle Administration ("MVA") records for motor vehicles photographed in Recorded Events using registration plate information from such vehicles, where such information is reasonably discernible from the Recorded Event. The retrieval of MVA records by BLS is solely for the purpose of presenting such information to the Municipality and the Municipality shall be responsible for confirming the accuracy of and matching the information to the subject motor vehicle in each instance. BLS agrees that it will use all MVA databases in accordance with any use limitations and restrictions imposed by the owner of the database, any government or Municipality.
5. BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Liability resulting from the APE and MPL Systems, at no additional cost to the Municipality.
6. BLS shall provide an automated, web-based processing program for all valid Notices of Liability including image processing, mailing of the initial Notice and a reminder Notice, printing, and mailing costs. The program shall be conducted in a timely manner to comply with any applicable statute of limitation for filing Notices of Liability. Subject to the approval and authorization from Municipality, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. Subsequent Notices or collections notifications may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.
7. BLS will make available, at BLS's expense, a qualified expert representative to attend and provide testimony for the initial court hearing for citations provided that BLS received at least thirty (30) days prior written notice of each such hearing. BLS is not responsible for the outcome of any such hearing.



Additionally, BLS shall prepare and submit to the applicable hearing officer, Agency or Court an Evidence Package to include all paperwork, images, and/or video and other documentation necessary for hearings on all citations/violations contested throughout the life of the program.

8. BLS, at no additional charge to Municipality, will be responsible for training the persons designated to review and approve violations. This includes training new operators as staffing assignments may change at the sole discretion of the Agency
9. BLS shall maintain files with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by the General District Court, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed, or resolved.
10. BLS shall provide to Municipality and the Agency a monthly report of APE and MPL Systems results within fifteen days of the end of each calendar month. The report shall include the following information:
 - a. Total number of Violation events.
 - b. Total number of actionable Violation events.
 - c. Total number of Notices of Liability issued.
 - d. Total number of Notices of Liability paid.
 - e. Reports on ongoing operations as are required or such other reports and documents as are mutually agreed upon between BLS and the Municipality.
11. BLS shall provide all routine maintenance of APE and MPL Systems equipment and timely respond to equipment repairs.
12. BLS will provide services and data for public information & education (PI&E) campaigns before deploying any school zone and/or construction zone enforcement program. BLS will continue to assist the agency with ongoing PI&E throughout the life of the program.
13. BLS will provide the municipality one (1) Thirty-Day warning period at no charge as part of this agreement. Additional warning periods, as requested by the municipality, will be subject to the fees per "Exhibit C."
14. As related to the MPL System only, BLS agrees, upon request by the Agency, to provide reimbursement for overtime or part-time officer pay for hours of MPL System use outside of the officer's normal working hours provided; however, the foregoing shall not apply to warning periods (the first thirty (30) days following the implementation of each MPL system) and the following additional conditions shall apply:



- a. personnel shall be selected by the Agency.
- b. the MPL Systems and accompanying personnel shall only be deployed in areas not prohibited or restricted by state or local statute and tracked daily for all court documents; and
- c. if and when this option of deployment with personnel is exercised:
 - i. The location(s) shall be mutually agreed upon by both BLS and the Municipality.
 - ii. BLS will reimburse the Municipality for the officer(s) utilizing the equipment at the following rates: ***(Pay rate to be provided by agency and agreed to by BLS)***
 1. Full-time officer Overtime – 1.5 times the officer’s rate of pay.
 2. Full-time officer Regular Time – Officer’s rate of pay.
 3. The Agency shall be responsible for normal on-duty use of the MPL System by on-duty officers.
 - iii. The Agency will provide an invoice and timesheet to BLS for reimbursement of officer pay by the fifth (5th) day of the month following the closing of the preceding month. All payments for the deployed personnel will be delivered to the Municipality on or before the 15th day of the month following the closing of the preceding month. The first officer pay reimbursement will accompany the agency’s first 30-day cycle summons revenue check. All payments shall be delivered to the address designated by the Municipality in this Agreement. iv. BLS has the right to audit the hours of use as logged by the MPL system for verification of hours submitted for payment. Reimbursement will be provided for only those hours in which officers utilize the MPL system for its intended purpose as associated with this agreement.



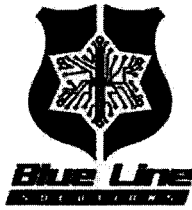
Exhibit B

Municipality Obligations and Scope of Work

1. The Agency shall ensure the programs and their enforcement procedures comply with all applicable law and/or policies.
2. The Municipality agrees to direct its Agencies and departments to work with BLS with respect to required system and program implementation to the best of their ability and provide reasonable access to the Municipality's personnel and facilities in order to permit BLS and the Municipality to fulfill the obligations under this Agreement.
3. The Municipality agrees to use due diligence in working with BLS to secure all necessary permits or other documentation to operate APE and MPL Systems under its control. Further, if APE systems are operated in school zones or construction zones. The municipality shall also assist BLS in obtaining any other permits or authorizations from the appropriate school district, Department of Transportation, Municipality, or other government agency, as applicable, for operation in such locations. The municipality shall provide any necessary permits at no cost to BLS.
4. The Municipality will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access to electricity hookup, etc. needed. The municipality will work with BLS to obtain all Municipality, state, and/or special permits needed for the placement of poles, electricity, or any other service needed to install and use the APE System.
5. The Municipality will use their existing Municipal or Agency contract for payment of carrier or vendor network-related expenses incurred during the operation of the APE program, including cellular and Wi-Fi network connection. BLS would prefer these fees and contracts be maintained directly through the Municipality or Agency, but can be BLS maintained with costs itemized and deducted from the monthly revenue.
6. The Municipality shall issue a letter to BLS showing its authorized use for the pole identified for APE System to be mounted.
7. The Agency shall ensure that each APE and MPL System shall be in place and operating each month in areas of speed safety concern, barring unusual downtime for maintenance, weather, act of God, or court order.
8. As necessary, Municipality shall provide assistance to BLS in obtaining access to vehicle ownership records data, and if requested, provide a letter and support for BLS to use with appropriate licensing bureau agencies indicating that BLS is acting as an authorized agent of Municipality for the purposes of accessing vehicle ownership information on behalf of Municipality.
9. The Municipality will complete training by BLS in the procedures for setting up and operating the citation review and approval system. BLS will then issue, upon request, a certificate to the Agency on completion of training.



10. The Agency shall diligently prosecute each valid Notice of Liability and collect all fines. Further, the Municipality shall automatically transmit an electronic file in an agreed format to BLS with monthly updates of all Notice of Liability disposition information provided by the Municipality indicating payments received or cases otherwise closed, dismissed, or resolved for contested violations.
11. The Municipality and/or Agency shall cause an authorized officer of the agency to carefully review each potential Violation captured by the APE and MPL System and shall transmit an electronic signature to each Notice of Liability approved by the Municipality.
12. The Municipality hereby acknowledges and agrees that the decision to issue a Notice of Liability shall be the sole, unilateral, and exclusive decision of the authorized officer in such officer's sole discretion, and in no event shall BLS have the ability or authorization to make a Notice of Liability decision.
13. The Municipality shall provide a judge, hearing officer and court facilities to schedule and hear disputed citations.
14. The Municipality shall provide customary fine collection services for all final dispositions for contested violations. The Municipality agrees to reasonably pursue payments of valid Notices of Liability with service of follow-up letters or summons as required for contested violations.
15. The Municipality shall complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.
16. If the Agency operates the APE systems in school zones, the Municipality shall supply BLS with appropriate school schedules and times for pre and ongoing programming of cameras and other system equipment for use, as provided by the school system. The Municipality and/or the Agency shall also notify BLS of any unscheduled school closings or disruptions in the normal schedule. This includes early dismissals, snow days, school cancellations, etc. BLS shall wait one business day to process any violations received so as to ensure adequate time is given for any potential such notification. The Municipality will not hold BLS responsible for any liabilities and expenses arising from the Municipality's failure to notify BLS of any closings or changes in school schedules.
17. The Municipality shall provide a project manager or other designated individual with authority to execute the Municipality's responsibilities under the Agreement.
18. The Municipality shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements, if applicable. BLS will assume this responsibility with the written authority provided by the Municipality.
19. The Municipality agrees to be responsible for notifying BLS of any resignations or terminations of their personnel for removal from all applicable systems. This is required to maintain CJIS access and compliance.
20. The Municipality agrees to compensate BLS for any damages caused by the Municipality, regardless of Agency or Department. All costs will be deducted from the program funds as in the next billing cycle(s).



BLS will notify the Agency and the Municipality of all damages to its system prior to deducting the funds required to pay for the damages.

21. The Municipality agrees to operate all APE systems as per **"Exhibit E."**
22. The Municipality agrees to provide and maintain current all information requested on **"Attachment A."**

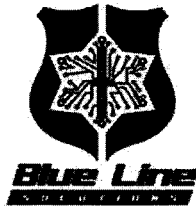


Exhibit C

Ohio Service Fees & Pricing Schedule

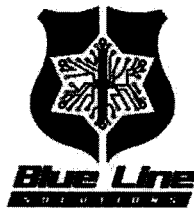
Ohio Code (4511.0912) authorizes the collection of a civil penalty for speeding violations of ten (10) miles-per-hour or more in school and construction zones. In compliance with this Code, Blue Line Solutions does not charge a per-citation fee but rather is compensated for providing all related equipment support services, consulting, operations, and administration of the Program. As such, the Municipality agrees to the below financial terms:

1. Fees/costs due Blue Line Solutions for providing a turn-key Automated Photo Enforcement System and/or Manned Photo-Laser (MPL) System and equipment include;
 - a. Infrastructure installation and provisioning; and
 - b. Communications and wireless integration (*the Municipality will assume network provider costs*); and
 - c. Ongoing service and maintenance; and
 - d. Ongoing Public Information & Education programs; and
 - e. Access to secure, web-based violation processing and review system; and
 - f. All website and Call Center Support and back-office operations; and
 - g. Violation processing services, DMV and NCIC records access; and
 - h. Violation/Liability notice issuance and mailing; subsequent reminder mailed notice; and
 - i. Credit Card and other payment processing services

2. **Program Choice (A or B) a. Revenue Split:**

The two parties shall share revenue from the paid Notice of Violation/Liability. The Municipality's portion shall be **60%** of all paid Notices of Liability, and BLS's portion shall be **40%** of all paid Notices of Liabilities. No fees or charges will be assessed to the agency for non-paid violations. The costs will be subtracted from the Municipality's gross receipts of paid citations/summons.

If the Municipality reduces the time of operation of APE systems from the maximum time allowed by law and or minimum speed enforcement threshold, the Municipality agrees the above revenue share will reverse such that the Municipality's portion shall be **40%** of all paid Notices of Liability and BLS's portion shall be **60%** of all paid Notice of Liabilities. Or;



b. Fee for Services:

The municipality agrees to pay BLS a fee of **\$25** per incident processed and submitted to the Municipality for approval. This fee will be subtracted from the Municipality's gross receipts of paid citations/summons. This pricing shall hold for the duration of the contract, except upon agreement by both parties to modifications as outlined in Exhibit C-7.

If the Municipality reduces the time of operation of APE systems from the maximum time allowed by law and/or the minimum speed enforcement threshold, the Municipality agrees the agreed-upon costs will automatically adjust to **\$35** per violation incident. Or;

3. Program & System Fees

Blue Line Solutions assumes all risk, costs & fees associated with, and required for, APE/MLP System installation, maintenance infrastructure, development, implementation, and ongoing support. As such, costs & fees are recovered monthly by BLS over the first eighteen (18) months of this agreement from revenue apportioned to BLS under this agreement. In the event the agreement is terminated by the Municipality as allowed by Section 3.a.(i), prior to the end of the initial term of this agreement and, hence, the full recovery of the above-stated costs by BLS, the Municipality will be responsible for the balance.

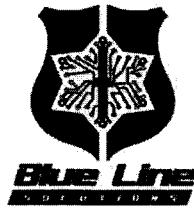
The parties agree the cost of installation, infrastructure, development, and implementation of the APE System is \$75,000 per installed APE System zone, and upon early termination under Section 3.a.(i) prior to the end of the initial term of this agreement. Full payment of all such costs will be due within sixty (60) days after the date of termination.

4. No-balance Billing

Notwithstanding the provisions of Section 3 above, BLS agrees that the services shall be provided to the Municipality on a no-balance billing basis. If the total monthly fees/costs realized by BLS in a given month exceed the current monthly gross of fines collected, the remaining unpaid portion of the BLS total monthly fees/costs will roll over and be added to the following month's total. In the event that the contract ends or is terminated, and a balance is still owed to the contractor, all subsequent receipts generated from the BLS system prior to termination from automated speed for a period of 12 months from the date of termination will be applied to such balance and paid to BLS. At the end of the 12-month period outlined above, any unpaid rollover amounts owed to BLS shall be forfeited by the Contractor and not owed by the Municipality.

5. Legislative Change Affecting Compensation

If legislative changes should limit or alter the structure or amount of fines levied for speed or red-light infractions. In that case, the Municipality may request to renegotiate the compensation as specified above. Any failure of the parties to agree on such compensation changes shall not be grounds for termination of this Agreement for cause by the Municipality.



6. Additional Warning Periods

BLS will provide one (1) Thirty-Day warning period at no charge to the Municipality as part of this agreement. The fee for additional warnings shall be \$25.00 per processed warning and shall be subtracted from the Municipality's gross receipts of paid summonses.

7. Additional & Special Reporting Requests

Additional requests for special reports for Freedom of Information Act (FOIA) Requests, Open Records requests, or additional information such as historical program data, captured data, audit, and/or financial information beyond the scope of this agreement may be subject to additional fees. The fee for this additional reporting work and report generation will be two hundred-and-fifty (\$250) dollars per hour and will be subtracted from the Municipality's gross receipts of paid summonses. A time estimate will be provided if the estimated time to complete exceeds five (5) hours.

8. Credit Card Administration Fee (*Violator Paid*)

A credit card convenience fee of \$5.90 is to be charged to the violator using a credit card (unless prohibited by state statute) for Violation payment processed manually for phone payments. BLS shall collect such convenience fees during payment of Violation and shall not be shared with Municipality or included in Municipality's share of Revenue.

9. Pricing Alteration

In order to ensure fairness in payment for services based on the amount of work required to operate the speed monitoring system, BLS and the Municipality will re-evaluate the pricing provided above (in Exhibit C) six months after the system "start date" and adjust as appropriate. This pricing may be changed by agreement of both parties or in the event of changes to the empowering statute.



Exhibit D

1. Number and Locations of APE and MPL System Equipment

The number of APE and MPL Systems, as well as the locations for equipment installation, will be determined after a careful analysis by the Municipality, the Agency, and BLS personnel, considering traffic dynamics, volume, and safety assessments on the Municipality's roadways. Prior to the study, the initial quantity is expected to be:

- a. () APE System(s) will be provided: Unit quantity may be changed without contract amendment.
- b. () MPL System(s) will be provided: Unit quantity may be changed without contract amendment.

2. Radar Feedback Signs

BLS will provide and install radar speed signs for the ASE System to be utilized in school zones where permitted by law. BLS will only provide service/maintenance on the signs throughout the manufacturer's warranty period. The signs will be installed at the discretion of BLS, and as per approved site construction plans, generally one (1) per ASE System. Notwithstanding the foregoing, the parties agree that the Municipality shall be responsible for assisting BLS in the placement, service, installation, and obtaining any regulatory approval related thereto.

3. Automated License Plate Recognition (ALPR) Cameras

BLS may choose to provide Automated License Plate Recognition (ALPR) cameras with an APE System under this agreement, as long as this agreement remains in effect and provided that the Municipality agrees to operate each APE system for the maximum time and at the minimum enforceable speed as allowed by law. Such ALPR cameras must be installed as part of the APE infrastructure. Additional ALPR systems may be purchased as described in Section 17 of this agreement.

4. Expert Witness

BLS shall provide an expert witness as reasonably necessary to establish judicial notice for contested Violations to establish the accuracy and technical operations of the APE and MPL Systems.



Exhibit E

**Automated Photo Enforcement (APE) System
Operations**

1. Operating Times

The municipality agrees to operate APE Systems in designated areas for the maximum time permitted by law. As provided by the Municipality in "**Attachment A.**"

2. Operating Speeds

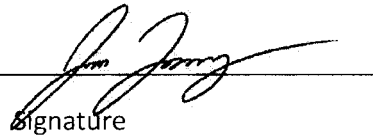
The municipality agrees to operate APE Systems in areas at the minimum enforceable speed limit permitted by law. As provided by the Municipality in "**Attachment A.**"

3. School Zone Flasher Schedule

The municipality agrees to provide active school zone flasher times to BLS, and maintain the schedule, updating each semester or as needed. The municipality will ensure that the Flasher programming matches the school zone flasher schedule.

Authorized Signature (Municipality)

Date

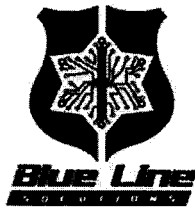


Signature

11/25/2023

Date

Blue Line Solutions, LLC
4409 Oakwood Dr.
Chattanooga, TN 37416



Attachment A

Blue Line Solutions, LLC
 3903 Volunteer Dr., Suite 400
 Chattanooga, TN 37416
 423.333.0490



AGENCY: _____
 AGENCY CONTACT: _____
 CONTACT NUMBER: _____
 ADDRESS: _____
 DATE VERIFIED: _____
 SIGNATURE: _____

The information requested below is vital for the speed enforcement program. We ask that you fill out the form below to ensure that Blue Line Solutions provides the exact data required for each school zone where there will be enforcement and reporting.
Please contact and visit the schools to ensure school zone times and posted speed limits are correct.

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:

School Name:						
Street Name	Number of Lanes	Posted Speed Limit	School Zone Speed Limit	Enforcement Speed	School Zone Times	Comments
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:
					Morning: Afternoon:	Bell Times: Mid-Day Enforcement:



School Zone Speed Study Verification Form - Rev 01/12/2023