



## **AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2020, between **Blue Line Solutions, LLC** (herein “BLS”), and the **City of Lawrenceville** (herein “City”), a City of the State of Georgia.

WHEREAS, BLS has the legal possession and processes, referred to collectively as the “Automated Speed Enforcement System” (herein “ASE System”), and

WHEREAS, City desires to use the ASE System 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.

NOW THEREFORE, the parties agree:

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

“**Notice of Liability**” means a notice of liability issued by a competent state or authorized law enforcement agency or by a court of competent jurisdiction relating to an infraction evidenced by the ASE System.

“**Person**” or “**persons**” means any individual, partnership, joint venture, corporation, trust, unincorporated association, governmental authority or political subdivision thereof or any other form of entity.

“**ASE System**” means Automated Speed Enforcement System, described as photographic traffic monitoring devices capable of accurately detecting a traffic infraction and recording such date with images of such vehicle. Each ASE system will contain a minimum of one LIDAR/camera for each lane of travel in which enforcement is conducted.

“**Violation**” means failure to obey an applicable traffic law or regulation, including, without limitation, operating a motor vehicle in excess of the posted speed limit.

### **2. BLS AGREES TO PROVIDE:**

The scope of work identified in **Exhibit A**.

### **3. City AGREES TO PROVIDE:**

The scope of work identified in **Exhibit B**.



#### **4. TERMS AND TERMINATION**

a. The term of this Agreement shall be for 2 (two) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for additional 1 (one) year periods at the sole option of City. 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.

Either party shall have the right to terminate this Agreement by written notice:

- i) At any time during the term of this Agreement without cause with 30-day notice, provided however, (x) if the City terminates the Agreement prior to the expiration of any term, the City shall pay the applicable costs set forth in Exhibit C; and (y) the City shall not terminate this Agreement without cause in the first year of the term;
- ii) If applicable law is changed so as to prohibit or substantially interfere with the operation or feasibility of the ASE System or the parties' obligations under this Agreement;
- iii) For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement. 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.

b. Upon any termination of this Agreement, the parties recognize that BLS and City will use its best efforts to continue to process any and all pending and legitimate traffic law violations. Accordingly, the parties shall have the following obligations which continue during the termination process: City shall cease using the ASE System, shall allow BLS to retrieve all equipment to BLS within a reasonable time not to exceed 30 days, and shall not generate further images to be processed. Unless reasonably agreed upon otherwise by both parties, BLS and City shall continue to process all images and notices of violation that occurred before termination in accordance with this Agreement and BLS shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

c. Upon the expiration of any term of this Agreement or in the event that City receives an offer for services substantially related to those provided by BLS or the ASE System, the City shall offer BLS the first right to enter into a new agreement with City prior to signing any agreement with another provider for provision of services substantially similar to those provided by BLS under this Agreement (the "Right of First Refusal"). The Right of First Refusal shall be limited to a three (3) year term from the expiration of this Agreement.

d. Notwithstanding any provision to the contrary this Agreement terminates automatically upon a determination by any Court of jurisdiction, State or Federal, that the ASE System or the underlying Infraction are unconstitutional, illegal or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE System or the enforcement of the underlying infraction, shall also automatically terminate this agreement.



## **5. 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 City 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 City 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 City's prior written approval, which approval shall not be unreasonably withheld or delayed. The City further agrees that in the event BLS provides written notice to the City that it intends to assign or pledge its rights pursuant to this Agreement, and in the event that the City 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.

## **6. FEES AND PAYMENT**

City 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 City on a monthly basis and provide proper payment to City on or before the 15<sup>th</sup> day of the following month. City shall forward to BLS any payments received by City directly from violators within three (3) days of receipt, in order for BLS to process and reconcile all payments due and owing under this Agreement.

## **7. AVAILABILITY OF INFORMATION**

BLS agrees that all relevant information obtained by BLS through operation of the ASE System shall be made available to City 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 or the fulfillment of BLS's obligations to City under this Agreement.

## **8. CONFIDENTIAL INFORMATION**

No information provided by BLS to City will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by BLS. Provided, however, nothing in this paragraph shall be construed contrary to the terms and provisions of any "Open Records Act" or similar laws, insofar as they may be applicable.



## **9. OWNERSHIP OF SYSTEM**

It is understood by the City that the ASE System, and all associated hardware and software being provided by BLS is, and shall remain, the sole property of BLS, unless separately procured by City. The ASE System is being provided to City only pursuant to the terms of this Agreement. City agrees that it shall not make any modifications to BLS's equipment, nor disassemble or perform any type or reverse engineering to the ASE System, 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, but not the obligation, to remove all equipment provided.

## **10. INDEMNIFICATION AND INSURANCE**

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

City shall indemnify and hold harmless BLS against any claims arising from:

- a. Violation of any federal, state and local laws, ordinances and regulations;
- b. Any claims arising from violations that are not the result of BLS's failure to follow proper maintenance procedures and manufacturer recommendations for operation of the equipment;
- c. Any claims as a result of the negligence or willful misconduct of the City, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of BLS;

BLS shall indemnify and hold harmless the City against any claims arising from negligence or willful misconduct of BLS, its officers and directors, agents, attorneys, and employees.

## **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. 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.

### **13. 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 paragraph 21 below.

### **14. DISPUTE RESOLUTION**

Both parties desire all disputes arising out of or in connection with this Agreement to be resolved through good-faith negotiations between the parties, and to be 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.

### **15. ADDITIONAL SERVICES**

Additional systems and services provided by Blue Line Innovations Holdings may be added to this Agreement by mutual consent of the parties in writing as an addendum to this Agreement. All other terms and conditions shall remain the same. In the event the City 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, City authorize BLS to withdraw invoiced amounts on a one time basis, or monthly basis, whichever is chosen by the City, as payment for products/services. Such services may include but are not limited to In-Car Video Systems, Body Worn Cameras, Video/Evidence Storage, & Automated License Plate Recognition Systems.

### **16. 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.

### **17. 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.



**18. AUDIT RIGHTS**

Each party shall have the right to audit the records of the other party pertaining to the Citations 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.

**19. 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, instrument 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.

**20. 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 City and neither party may incur any debts or liabilities or obligations on behalf of the other party, except as specifically provided herein.

**21. 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  
3903 Volunteer Dr., Suite 400  
Chattanooga, TN 37416**

**Notices to City of Lawrenceville PD  
Chief Tim Wallis  
300 Jackson St.  
Lawrenceville, GA 30046**

**22. 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.



**23. STATE LAW TO APPLY**

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

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

Blue Line Solutions, LLC.

\_\_\_\_\_

By: \_\_\_\_\_

City OF \_\_\_\_\_

STATE OF \_\_\_\_\_

\_\_\_\_\_

Authorized Signature

Approved and authorized this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



## **Exhibit A**

### **BLS Obligations and Scope of Work**

- 1) BLS at the request of City shall perform an analysis on selected roadways to determine potential violation rates and assess the most suitable locations for the ASE System equipment.
- 2) BLS shall provide the quantities of ASE Systems equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of ASE Systems to be provided and may modify the location(s) if the parties agree in writing.
- 3) 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 City, each Notice shall be delivered by First Class mail to the registered owner within the agreed or statutory period. City shall notify BLS of any Notice of Liability where there is no response, and a second reminder Notice, including a late fee as determined by City, shall be sent by First Class mail after the agreed or mandated time period. Subsequent notices or collections notification may be delivered by First Class, Certified Mail-Return Receipt Requested, or by process servers for additional compensation to BLS as agreed by parties.
- 4) BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Violation resulting from the ASE System assuming BLS is authorized to receive such registration data at no additional cost to the Customer.
- 5) BLS shall provide the City the ability to view and print an Evidence Package and shall include a set of images with related documentation for each notice of violation challenged.
- 6) BLS shall provide necessary training for persons designated by the City, and provide reasonable public relations resources to City;
- 7) 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 ASE System.
- 8) BLS shall provide City access to an electronic file with regular updates of specific Notices of Liability issued and shall update the status of all accounts based on the disposition information provided by City, indicating payments received, Notices of Liability outstanding, and cases otherwise closed, dismissed or resolved.
- 9) BLS shall provide to City a monthly report of ASE System results within fifteen days of the end of each calendar month. The report shall include the following information:
  - i) Total number of violation events.
  - ii) Total number of actionable violation events.
  - iii) Total number of Notices of Liability issued.
  - iv) Total number of Notices of Liability paid.
  - v) Such reports on ongoing operations as are required, or such other reports and documents as are mutually agreed upon between BLS and the City.
- 10) BLS shall provide all routine maintenance of ASE System equipment and timely respond to equipment repairs.
- 11) BLS will provide (2) radar speed signs per school zone for placement prior to enforcement cameras.





12) BLS will provide an equal amount of ALPR cameras provided by FLOCK SAFETY as the number of ASE Systems under this agreement at no additional charge to the City, and all equipment and software fees due to FLOCK SAFETY will be paid by BLS each year as long as this agreement remains in effect. Additional ALPR systems may be purchased as described in section 15 of this agreement.



**Exhibit B**  
**City Obligations and Scope of Work**

- 1) City shall cause an authorized officer of the agency to carefully review each potential violation captured by the ASE System, and shall transmit an electronic signature to each Notice of Liability approved by City. City 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.
- 2) City shall provide a judge or hearing officer and court facilities to schedule and hear disputed citations;
- 3) City shall provide customary fine collection services for all final dispositions for contested violations. City agrees to reasonably pursue payments of valid Notices of Liability with service of follow-up letters or summons as required for contested violations.
- 4) City 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 City indicating payments received or cases otherwise closed, dismissed or resolved for contested violations.
- 5) City shall direct its departments to cooperate with BLS with respect to required system and program implementation and provide reasonable access to City's personnel and facilities in order to permit BLS and City to fulfill the obligations under this Agreement.
- 6) The City agrees to use due diligence in working with BLS to acquire in a timely manner any necessary permits under its control, and approvals or other necessary documentation from the City as necessary for the operation of the ASE System.
- 7) City shall ensure the program and its enforcement procedures comply with all applicable laws and/or policies. City shall ensure all necessary GA DOT permits, as well as, any other necessary permits necessary to erect ASE systems in school zones are secured by school district, City or other government agency. City will be solely responsible for all placement of warning signs in strict compliance with DOT regulations. City shall provide any necessary permits at no cost to BLS.
- 8) City shall complete and sign letter to NLETS authorizing BLS to retrieve vehicle data records for processing.
- 9) As necessary, City 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 City for the purposes of accessing vehicle ownership information on behalf of City.
- 10) City will make available to BLS their Public Works Department, Electricians, or other staff to determine locations of poles, placement of poles, gaining access electricity hookup, etc. needed. City will obtain all City, state, and City or special permits needed for placement of poles, electricity or any other service needed for the installation and usage of the ASE System. BLS with written consent may assist with installation at the City's cost.



- 11) City shall operate the ASE System each day school is in session, as authorized by law throughout the duration of the agreement. City shall supply BLS with appropriate school schedules and times for pre-programming of cameras for use, as provided by the school system.
- 12) City shall not capture infractions with ASE System outside the permitted time according to state statute. This includes early dismissals, snow days, school cancellation, and etc. City will have the ability to turn ASE System off during unpermitted use periods, however, may make a written request for BLS to turn ASE System off during unpermitted time periods.
- 13) City shall be responsible for reporting unpaid citations to the Department of Revenue in accordance with statutory requirements.
- 14) City shall properly reimburse BLS for any damage to the ASE System caused by City, its employees or authorized agents.
- 15) City shall issue a letter to BLS showing its authorized use for pole identified for ASE System to be mounted.
- 16) City shall provide a project manager or other designated individual with authority to execute City's responsibilities under the Agreement



**Exhibit C**  
**Service Fees**

The City agrees to the below financial terms:

Revenue of paid Notice of Liability shall be shared between the two parties:

The City's portion shall be **65%** of all paid Notice of Liabilities and BLS's portion shall be **35%** of all paid Notice of Liabilities. No fees or charges will be assessed to the agency for non-paid violations.

BLS provides all ASE equipment, installation, wireless integration, & infrastructure. ASE System equipment and installation costs are recovered by BLS in 24 equal monthly installments from net revenue generated and apportioned to BLS from revenue share. In the event the agreement is terminated by the City as allowed by Section 4.A.(i), prior to full recovery of equipment and installation costs, the City will be responsible for the balance. The parties agree the cost of development, implementation, and installation of the ASE System is \$75,000 per installed ASE Camera System, and upon early termination under Section 4.A.(i) the City shall reimburse BLS for such cost of the ASE System used by City. Full payment of all such costs will be due within 30 days after the date of termination.

**Fees Charged to Violators**

- A credit card convenience fee of \$5.90 to be charged to the violator using a credit/debit card (unless prohibited by state statute) for violation payment. Such convenience fees shall be collected by BLS during payment of violation and shall not be shared with City or included in City's share of Revenue.



**Exhibit D**

**Number and Locations of ASE System Equipment:**

The number of ASE System cameras and equipment, as well as the locations for installation will be determined after a careful analysis by Agency and BLS personnel, considering traffic dynamics, volume and safety assessments on the Customer's roadways. Based on such analysis, BLS and Customer have determined the following:

\_\_\_\_\_ ASE System(s) will be provided: Additional units may be added without contract amendment.

Agreed to this date:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Blue Line Solutions, LLC Signature

\_\_\_\_\_  
Date