



## AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT made this 16 day of May, 2019, between **Blue Line Solutions, LLC** (herein "BLS"), and the **City of Bloomindale**(herein "City,") a City of the State of Georgia.

WITNESSED:

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, and operating a motor vehicle without displaying a valid license plate.

### 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 4 (four) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for three additional 2 (two) year period 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;
- 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. 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.

A handwritten signature in black ink, consisting of a stylized, cursive 'M' followed by a horizontal line.



**10. 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.

**11. 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.

**12. 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 19 below.

**13. 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.



**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.



**19. 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.

**20. 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  
Chief A.B. Jeffcoat  
Bloomindale Police Department  
PO Box 216  
Bloomindale, GA 31302

**21. 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.



**22. 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: Mark Hutchinson, CEO

City OF Bloomingdale

STATE OF Georgia

Chief A.B. Jeffcoat



Chief of Police



Approved and authorized this 16 day of May, 2019.



**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.





**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, electricity hookup, etc. needed. City will obtain all city, state, and county 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. City shall reimburse BLS for any expenses related to pole or electricity installation, repair, alteration, or maintenance requested in writing by City.



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.

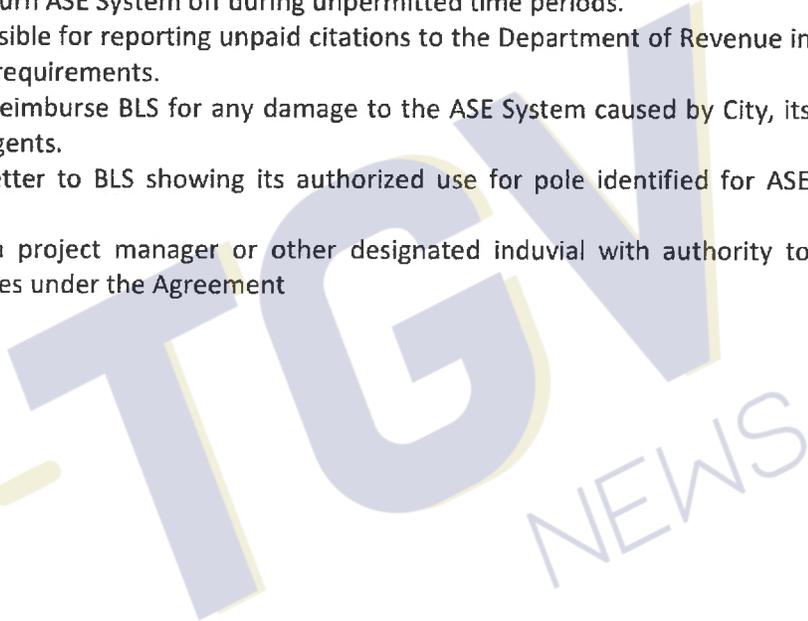
12) City shall not capture infractions with ASE System outside the permitted time according to state statute. This includes early dismissals, snow days, school cancellation, and etc. City will have the ability to turn ASE System off during unpermitted use periods, however, may make a written request 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



A handwritten signature in black ink, consisting of a series of loops and flourishes, positioned over a horizontal line.



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

The City agrees to pay BLS the Fee(s) as itemized below:

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. Full payment will be due within 30 days after written termination.

**Fees Charged to Violators**

- A credit card processing fee of \$3.90 to be charged to the violator using a credit/debit card (unless prohibited by state statute) for violation payment paid via the internet. The fee will be \$4.90 for credit/debit card payments processed manually for phone payments. Such processing fees shall be collected by BLS during payment of violation.

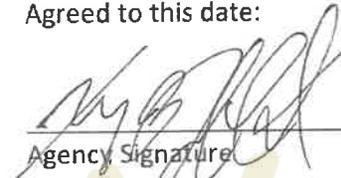


**Exhibit D  
Number and Locations of ASE System Equipment**

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:

One (1) ASE Systems will be provided: Additional units may be added without contract amendment.

Agreed to this date:

  
\_\_\_\_\_  
Agency Signature

05/16/2019  
Date

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

5/16/19  
Date

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF BLOOMINGDALE AND  
SAVANNAH-CHATHAM COUNTY PUBLIC SCHOOL SYSTEM**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as “MOU”) is made and entered into by and between the **City of Bloomingdale**, whose address is PO Box 216, Bloomingdale, GA 31302, and the **Savannah-Chatham County Public School System**, whose address is 208 Bull Street, Savannah, GA 31401.

2. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which a school zone automated speed enforcement program (ASE) will function.

3. **Term of MOU.** This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties’ respective counties or municipalities and shall remain in full force and effect for not longer than six years. Either party upon forty-five (45) day written notice may terminate this MOU, without cause, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Responsibilities of [agencies].**

Responsibilities of the City of Bloomingdale. City shall:

- a. Implement the ASE program through a contract with a 3<sup>rd</sup> party service provider for ASE services
- b. Be responsible for approval and issuance of all speeding citations regarding the ASE program
- c. Be responsible for adjudication of all speeding citations through the municipal court system
- d. Take part in a press conference designed to notify the public of the ASE program
- e. Work with the school system on Public Information & Education efforts
- f. Bloomingdale is the governing body in this relationship pursuant to O.C.G.A. 40-14-18.

Responsibilities of the Savannah-Chatham County School Public School System  
School System shall:

- a. Complete and sign all required documents to achieve DOT permits for ASE in the school zone(s)
- b. Conduct a press conference to notify the public of the upcoming ASE program to include safety information, program duration, etc.
- c. Work with the City to distribute pamphlets, & brochures to parents regarding the program
- d. Issue ongoing press releases throughout the duration of the program related to its effectiveness.

**5. Responsibilities of ASE Service Provider**

The City of Bloomingdale as a governing body has contracted with Blue Line Solutions, LLC (BLS) for ASE services. Blue Line Solutions shall, as a part of its agreement:

- a. Assist in obtaining DOT permit(s)
- b. Responsible for all equipment installation/deployment, maintenance and repair
- c. Supply brochures, and pamphlets containing safety and program information
- d. Assist in PI&E efforts throughout the program
- e. Provide all services as outlined in contract between the company and the City
- f. BLS shall provide payment to both parties by the 15<sup>th</sup> of each month, with a report outlining the following data:
  - i. Number of issued citations
  - ii. Number of spoiled citations during processing by BLS
  - iii. Number of spoiled citations during agency approval
  - iv. Number citations mailed
  - v. Number citations voided
  - vi. Number citations paid
  - vii. Amount of revenue collected
  - viii. Amount to city
  - ix. Amount to School System

**6. Revenue Share**

Savannah-Chatham County School Public System shall receive 5% of revenue collected from paid citations from the ASE program. Such payment shall be received from the company by the 15<sup>th</sup> of the month for the previous month's receivables. This revenue share is not offered in exchange for any formal approval to this initiative provided by the Savannah-Chatham County Public School System.

City of Bloomingdale shall receive 62 ½% of collected revenue from paid citations from the ASE program. Such payment shall be received from the company by the 15<sup>th</sup> of the month for the previous month's receivables.

All funds received by the City of Bloomington and Savannah-Chatham County Public School System shall be used for law enforcement and public safety initiatives as defined under O.C.G.A. § 40-18(m)

**6. General Provisions**

**A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

**B. Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Georgia. The courts of the State of Georgia shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Eastern Judicial District, Chatham County, Georgia.

**D. Entirety of Agreement.** This MOU, consisting of 4 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

**E. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

**F. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.



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7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

**CITY OF BLOOMINGDALE**

Chris Karp 09/20/2019  
[Name and Title] Date

\_\_\_\_\_  
[Name and Title] Date

**SAVANNAH-CHATHAM COUNTY PUBLIC SCHOOL SYSTEM**

M. Ann Levitt 8/1/19  
[Name and Title] Superintendent Date

Chris Karp 8-5-19  
[Name and Title] Date

