



AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2022, by and between **Blue Line Solutions, LLC** (herein "BLS"), and the City of Shreveport (herein "City"), a City in the State of Louisiana.

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

WHEREAS, City desires to use the ASE, MPL and AST 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.

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, MPL and AST 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, Stationary 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.

"**AST System**" means a mobile trailer equipped with an automated speed enforcement system containing a minimum of one LIDAR/camera for each lane of travel in which enforcement is conducted.

"**MPL System**" means Manned Photo Laser System, described as photographic traffic monitoring equipment capable of accurately detecting a traffic infraction and recording such date with images of such vehicle.

"**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. TERM AND TERMINATION

a. The term of this Agreement shall be for 3 (three) years beginning on the date of the first notice of a liability is issued and payable and may be automatically extended for additional 2 (two) 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 either the ASE, MPL or AST Systems 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 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, MPL and AST Systems, shall allow BLS to retrieve all equipment to BLS 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 City 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.

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, the ASE, MPL and AST Systems, 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, MPL and AST Systems or the underlying infractions are unconstitutional, illegal, or otherwise prohibited. Any legislative act, State or Federal, which prohibits the use of the ASE, MPL and AST Systems or the enforcement of the underlying infractions, 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 15th 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, MPL and AST Systems 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 Liability 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, MPL and AST Systems 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, MPL and AST Systems are 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, MPL and AST Systems, 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 any equipment provided.

10. INDEMNIFICATION

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

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

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 Section 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 BLS 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 Automated License Plate Recognition Systems, Surveillance Cameras, Video Management Systems, or other related technologies.

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 Shreveport PD:

Shreveport Police Department
Chief Administrative Assistant
1234 Texas Avenue
Shreveport, LA 71101

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. FAIR SHARE PARTICIPATION

BLS agrees to utilize companies that are determined to meet Fair Share guidelines within the City of Shreveport. BLS will utilize one or more companies for program implementation in the following areas to include but not limited to:

- a. Construction of Automated Speed Enforcement cameras sites and infrastructure
- b. Marketing / Public Information & Education
- c. Ongoing maintenance of camera equipment

24. PUBLIC INFORMATION & EDUCATION

BLS agrees to work with the City toward 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 Parish School System.

24. STATE LAW TO APPLY

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

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

Blue Line Solutions, LLC.

Mark Hutchinson, CEO

By: Mark Hutchinson

City OF Shreveport

STATE OF Louisiana

[Signature]
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, MPL and AST System equipment.
- 2) BLS shall provide the quantities of ASE, MPL and AST System equipment as indicated on Exhibit D. From time to time, the parties may agree to add or subtract the number of ASE, MPL and AST 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 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.
- 4) BLS shall provide reasonably available vehicle registration information necessary to issue Notices of Liability resulting from the ASE, MPL and AST Systems, assuming BLS is authorized to receive such registration data, at no additional cost to the City.
- 5) BLS shall provide City with an Evidence Package to 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, MPL and AST Systems.
- 8) 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 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, MPL and AST Systems 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, MPL and AST Systems equipment and timely respond to equipment repairs.
- 11) BLS will provide one (1) radar speed sign per ASE System utilized in school zones. Notwithstanding the foregoing, the parties agree that the City shall be solely responsible for placement, installation and obtaining any regulatory approval related thereto.
- 12) As related to the MPL System only, BLS agrees, upon request by the City, 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 that 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:
- i) personnel shall be selected by the Police Department;
 - ii) the MPL Systems and accompanying personnel shall be deployed in areas required by state or local statute and tracked daily for all court documents; and
 - iii) if and when this option of deployment with personnel is exercised:
 - a) The location(s) shall be mutually agreed upon by both BLS and the City.
 - b) BLS will reimburse the City for officer(s) utilizing the equipment at the following rates:
 - i. Full-time officer Overtime – *(Pay rate to be provided by City and agreed to by BLS).*
 - ii. Full-time officer Regular Time - *(Pay rate to be provided by City and agreed to by BLS).*
 - iii. The agency shall be responsible for normal on-duty use of the MPL System by on-duty officers.
 - c) City will provide an invoice and time sheet 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 City 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 citation revenue check. All payments shall be delivered to the address designated by City in this Agreement.
 - d) 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.
- 13) BLS will provide an equal amount of Automated License Plate Recognition (ALPR) cameras as the number of ASE Systems under this agreement at no additional charge to the City 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) Each ASE, MPL and AST 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.
- 2) City shall diligently prosecute each valid Notice of Liability and collect all fines.
- 3) City shall cause an authorized officer of the agency to carefully review each potential Violation captured by the ASE System, AST and MPL 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.
- 4) City shall provide a judge or hearing officer and court facilities to schedule and hear disputed citations;
- 5) City agrees to allow BLS to pursue payments of valid Notices of Liability with service of follow-up letters or summons as required for contested Violations.
- 6) City shall provide to BLS, in an agreed upon format, monthly updates of all Notices of Liability court dispositions indicating payments received or cases otherwise closed, dismissed or resolved for contested violations.
- 7) 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.
- 8) 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, MPL and AST Systems.
- 9) City shall ensure the programs and their enforcement procedures comply with all applicable laws and/or policies and shall secure all necessary DOT permits as well as any other permits necessary to erect ASE or AST Systems. Further, if ASE or AST systems are operated in school zones, City shall also obtain any other authorizations from the appropriate school district, City or other government agency, as applicable, for operation in such locations. City shall provide any necessary permits at no cost to BLS.
- 10) City shall complete and sign any necessary letters to NLETS authorizing BLS to retrieve vehicle data records for processing.
- 11) 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.
- 12) City shall promptly reimburse BLS for any damage to the ASE, MPL and AST System caused by City, its employees or authorized agents.



13) City, if applicable, 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, electrical hookup, etc. as needed. To the extent such is necessary, City will assist BLS in obtaining all City, state, and City or special permits needed for placement of poles, electrical, or any other service needed for the installation and usage of the ASE Systems. BLS will place and install poles at the direction of the City. After installation by BLS, City shall make any requests for changes, alterations or modifications related thereto in writing and shall be responsible for any expenses incurred by BLS in making such changes, alterations or modifications.

14) If City operates the ASE or AST systems in school zones, City shall supply BLS with appropriate school schedules and times for pre-programming of cameras for use, as provided by the school system. City shall also notify BLS of any unscheduled school closings or disruptions in 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. To the extent permitted by law, the City shall indemnify and hold harmless BLS against all liabilities and expenses arising from City's failure to notify BLS of any closings or changes in school schedules.

15) City shall provide a project manager or other designated individual with authority to execute City's responsibilities under the Agreement

16) City shall provide assistance to BLS regarding public information & education programs/campaigns. Such assistance shall include but not be limited to setting meetings with stake holders and department heads of City as required. Such aid will be required throughout the duration of the program in an effort to educate the public on an ongoing basis.



Exhibit C
Service Fees

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

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

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

BLS provides all ASE, MPL and AST Systems equipment, installation, wireless integration, & infrastructure. Pricing includes all MPL and AST System equipment, installation, maintenance, processing services, first mailed notice, second reminder mailed notice, website and Call Center Support.

ASE System, equipment and installation costs are recovered by BLS in 24 equal monthly installments from net revenue generated and apportioned to BLS under this revenue sharing agreement. 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, as prorated for any installment recovery periods remaining in the initial term of this Agreement. Full payment of all such costs will be due within 30 days after the date of termination.

Costs associated with the ASE System installation, infrastructure, development, and implementation are recovered/amortized equally and monthly by BLS over a 24-month period from net revenue generated and apportioned to BLS under this revenue sharing agreement. In the event the agreement is terminated by the City as allowed by Section 4.a.(i), prior to the end of the initial 24-month period of this agreement and, hence, the full recovery/amortization of above stated costs by BLS, the City will be responsible for the balance. The parties agree the cost of installation, infrastructure, development, and implementation of the ASE System is \$75,000 per installed ASE System, and upon early termination under Section 4.a.(i) prior to the end of the initial 24-month period of this agreement, the City shall reimburse BLS for such costs as prorated for any monthly periods remaining in the initial 24-month period of this Agreement. Full payment of all such costs will be due within 30 days after the date of termination.



Optional: BLS will make available a Violation Information Sheet (VIS) for mailing with Violations. The VIS will include general information about the automated speed enforcement program, the varying methods in which it is administered and traffic related statistics to validate the need for the program. The fee for this service will be \$2.00 per Violation and shall be subtracted from the City's gross receipts.

Fees Charged to Violators

A credit card convenience fee of \$5.90 to be charged to the violator using a credit card (unless prohibited by state statute) for Violation payment processed manually for phone payments. 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, MPL and AST System Equipment

The number of ASE, MPL and AST Systems, as well as the locations for equipment installation will be determined after a careful analysis by the City, City's police department and BLS personnel, considering traffic dynamics, volume and safety assessments on the City's roadways. Based on such analysis, BLS and the City have determined the following:

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

___ () MPL System(s) will be provided: Additional units may be added without contract amendment.

___ () AST System(s) will be provided: Additional units may be added without contract amendment.

Agreed to this date: _____

Authorized Signature

2/18/22

Date

Blue Line Solutions, LLC Signature

01/24/22

Date