

Distracted Driver Safety Program, LLC.

228 W. Stone Rd. Villa Park, IL 60181 (630) 296-7410

**** DISTRACTED DRIVER SAFETY PROGRAM ****

**** AUTOMATED TRAFFIC ENFORCEMENT ****

**** SERVICES AGREEMENT ****

This DISTRACTED DRIVER SAFETY PROGRAM™ ENFORCEMENT SERVICES AGREEMENT (“Agreement”) is made and entered into as of the 24th day of March, 2025, by and between Milton Township, IL, a municipal corporation organized under the laws of the State of Illinois (“Township”), with its principal place of business at 1492 N. Main St., Wheaton, IL 60187, and the Distracted Driver Safety Program, LLC, an Illinois Limited Liability Corporation (“Contractor”), with its principal place of business at 228 W. Stone Rd., Villa Park, IL, 60181. “Driver Data” refers to the address of the registered vehicle owner relevant to any state violations pursuant to this contract.

****WHEREAS,**** the hazards and dangers of distracted driving are skyrocketing, with death-tolls and accidents increasing yearly with no end in sight; and

****WHEREAS,**** the use of cell phone or other computer based technology while operating a motorized vehicle is leading to accidents, traffic hazards and delays, and increased societal costs; and

****WHEREAS,**** distracted driving in all of its forms has become equivalent to drunken driving, costing society billions of dollars annually and needlessly taking lives, causing tens of thousands of accidents yearly and taking over 3,500 lives annually; and

****WHEREAS,**** the state and local municipalities have not been able to find a way to combat the dangers of distracted driving and other traffic related infractions / violations; and

****WHEREAS,**** Milton Township desires to engage a qualified contractor to provide automated mobile traffic enforcement through the use of a “Distracted Driver Safety Program” to enforce traffic rules and laws within its municipal township boundaries; and

****WHEREAS,**** Contractor represents that it has the necessary expertise, personnel, and equipment to provide such services; and

****WHEREAS,**** the parties desire to set forth the terms and conditions of their agreement.

****NOW, THEREFORE,**** in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1) ****Services****

Contractor shall provide the following services to and within Milton Township, in accordance with all applicable village and township ordinances and state laws:

- a) Monitoring for distracted driver infractions and other traffic violations in Milton Township within its boundaries and on behalf of Milton Township.
- b) Issuing citations on behalf of Milton Township for distracted driving violations and or other traffic infractions in their various forms pursuant to Illinois state statute and Milton Township and other local village ordinances.
- c) Issuing citations on behalf of Milton Township for various traffic violations include but not limited to:
 - i) Texting and driving
 - ii) Excessively tinted windows
 - iii) Missing front plate
 - iv) Expired registration
 - v) Failure to obey a stop sign
 - vi) Failure to signal
 - vii) Aggravated driving
 - viii) Road rage
 - ix) Improper lane usage
 - x) No seat belt
 - xi) Failure to obey a traffic device
- d) Driver Data will be provided to Contractor on behalf of Milton Township. Milton Township shall provide Driver Data of registered vehicles and registered owners and address information as per section 5 of this Agreement.
- e) Contractor shall maintain accurate records of all citations issued, including vehicle and driver information, violation details, and date/time of issuance.
- f) Contractor shall provide video and photographic evidence of distracted driving and other traffic violations.
- g) Contractor shall be responsible for operating and maintaining any necessary equipment, including but not limited to, handheld or mounted citation devices and / or cameras, license plate recognition systems, and vehicles.
- h) Contractor shall provide with full transparency regular reports to Milton Township regarding citations around distracted driving and other traffic violations.
- i) Attending adjudication hearings on behalf of Milton Township in regards to contested distracted driving and other traffic violation citations.
- j) Installing and maintaining signage as directed by Milton Township.
- k) Contractor shall provide reports to Milton Township of:
 - i) Heat map of current problematic areas
 - ii) Updated reports of decreased cellular usage while operating a motor vehicle over time.
 - iii) Update reports of decreased traffic violations over time.
 - iv) Reports of excessively tinted windows.
- l) Contractor shall provide education services around curbing and stopping the dangerous effects of distracted driving and other traffic violations.
- m) Contractor shall, on behalf of Milton Township, install anti-driving devices on vehicles on behalf of Milton Township in accordance with non-payment of citations and / or other traffic violation fines and or fees.

2) ****Term****

This Agreement shall commence on April 3, 2025 and shall continue for a term of two (2) years, ending on April 3, 2027, unless otherwise terminated as provided herein in section 9, Termination of Agreement. This agreement shall

auto-renew every two (2) years unless otherwise cancelled within provisions specified in section 9, Termination of Agreement.

3)Revenue Generation / Donations****

- a) Contractor shall, on behalf of Milton Township, receive, process, collect and issue requests for any and all revenues generated by Contractor for said services.
- b) Milton Township shall receive twenty-five (25)% of the generated citation amount before any administrative or other added fees.
- c) Revenue Generation Rate ("RGR") is determined as follows:
 - i) Milton Township shall receive twenty-five (25)% of the generated citation amount generated by Contractor before any fees or charges are applied.
- d) Contractor shall provide Milton Township with earned revenue reports as information and revenue becomes available.
- e) All donated revenue by Contractor shall be directed to and used by Milton Township expressly for the Milton Township Food Pantry and / or the Milton Township Pet Food Pantry.
- f) The Revenue Generation Rate may be adjusted in accordance with this Agreement.

4)Independent Contractor****

Contractor is an independent contractor and is not an employee, agent, or partner of Milton Township. Contractor shall be solely responsible for all taxes, insurance, and other obligations in accordance with this Agreement. Contractor is providing said and agreed upon services to Milton Township free of charge and as a free revenue generation program for Milton Township.

5)Driver Data****

- a) Milton Township shall provide free of charge to Contractor registered vehicle owner address data for each citation issued by Contractor.
- b) All Driver Data shall be provided to Contractor on a daily basis for all pending distracted driver citations / traffic violations.
- c) Failure to provide Driver Data (registered owner address data) to Contractor shall:
 - i) Result in an adjusted Revenue Generation Rate.
 - ii) Contractor shall and will use a 3rd party Driver Data provider. Costs associated with said 3rd party Driver Data provider will be accrued and payable by Milton Township to keep the Distracted Driver Safety Program running efficiently.
- d) All Driver Data shall be encrypted and protected both in flight and at rest.

6)Indemnification****

Contractor shall indemnify, defend, and hold harmless Milton Township, its officers, employees, and agents from and against any and all claims, liabilities, damages, and expenses (including attorneys' fees) arising from Contractor's performance of this Agreement, except to the extent caused by Milton Township's negligence either knowingly or unknowingly or otherwise willful misconduct.

7)Adjudication Process****

Alleged distracted driving and or traffic violations captured by Contractor shall be adjudicated through an administrative hearing process as established herein.

8)Hearing Procedures****

- a) Any registered owner who receives a notice of violation shall have the right to appear at an administrative hearing to contest the alleged violation.
- b) Hearings shall be conducted before a hearing officer appointed by Contractor on behalf of Milton Township.

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- c) The formal rules of evidence applicable in judicial proceedings shall not apply to administrative hearings under this section.
- d) The hearing officer shall consider all evidence presented, including, but not limited to, the image or video evidence of the alleged violation, sworn statements, and testimony.
- e) Contractor shall, on behalf of Milton Township, bear the burden of proving by a preponderance of the evidence that a violation occurred.
- f) The registered owner shall have the opportunity to present evidence and testimony in their defense.
- g) Failure of the registered owner to appear at a scheduled hearing may result in a finding of liability by default.

9) **Educational Services**

- a) Contractor shall provide educational services to promote safe driving habits within the area the Contractor functions.
- b) Contractor shall promote safe driving to third party events.
- c) Contractor shall on behalf of Milton Township and itself promote anti-distracted driving and safe driving habits to and through organizations such as but not limited to the NHTSA (National Highway and Traffic Safety Association) and EndDD.org other such safe driving organizations and companies.

10) **Educational Classes**

Contractor may provide educational classes to repeat violators of any and all traffic violations thereby creating a better and safer driving experience for all.

11) **Termination of Agreement**

- a) The Contract Expiration Date is the date of termination agreed upon by both parties above in section two (2) of this Agreement.
- b) Milton Township may terminate this Agreement upon a scheduled and agreed upon hearing date with Contractor. The hearing date must be set no more than 120 days of the contract expiration date and no less than 90 days of the contract expiration date. Failure to do so will result in auto renewal of this Agreement.
- c) Cause shall include, but not be limited to, material breach of this Agreement.
- d) Upon termination, Contractor shall immediately cease said services mentioned in section one (1) of this Agreement.

12) **Confidentiality**

- a) Contractor shall maintain confidentiality of any and all Driver Data.
- b) Any and all Driver Data shall be secured, encrypted and obfuscated.
- c) Milton Township shall maintain confidentiality of any and all information received by Contractor during this Agreement.
- d) Milton Township will keep protected, secured and encrypted any and all confidential information.
- e) Breach of Contractor's patented, copyrighted proprietary information, trade secrets, intellectual property shall be prosecuted to the fullest extent of the law.

13) **Operating on Behalf of Milton Township**

- a) Both Milton Township and Contractor shall comply with all applicable village and township ordinances, state laws, and federal laws.
- b) In accordance with the DDPA (Distracted Driver Privacy Act) act, Contractor is operating on behalf of Milton Township, specifically with respect to Illinois General Assembly state statute: 625 ILCS 5/2-123(f-5)(1-2-4-5-6-12-13)
- c) In accordance with Illinois state statute 625 ILCS 5/12-610.2, Contractor is operating on behalf of Milton Township.

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14) **Governing Law**

- a) Both Milton Township and Contractor shall comply with all applicable village and township ordinances, state laws, and federal laws.
- b) In accordance with the DDPA (Distracted Driver Privacy Act) act, Contractor is operating on behalf of Milton Township, specifically with respect to Illinois General Assembly state statute: 625 ILCS 5/2-123(f-5)(1-2-4-5-6-12-13).
- c) In accordance with Illinois state statute 625 ILCS 5/12-610.2, Contractor is operating on behalf of Milton Township.

15) **Entirety of Agreement*

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or verbal.

16) **Default and Remedies**

- a) If Milton Township does not fulfill the terms of this Agreement, Notice of Default will be issued to Milton Township by Contractor.
- b) If Milton Township fails to comply with the Notice of Default, at that time, Milton Township shall be in a full default position with Contractor.
- c) In a full default position, Contractor can and will proceed with any and all legal action for breach of this contract and Agreement.
- d) Breach of Contract will consist of non-compliance with the terms of this Agreement herein and Milton Township will owe the cost of daily operations agreed to by herein consisting of:
 - i) Daily operational costs accrued by Contractor.
 - ii) Loss of wages and salaries accrued by Contractor for remaining duration of the terms of the Agreement herein.
 - iii) A minimum daily operational cost incurred and accrued by Contractor of \$6,357.23 per day for the remaining duration of the terms of this Agreement.
- e) Milton Township shall pay for any and all legal fees accrued by Contractor pertaining to Breach of Contract and or Default of Contract or notice thereof.

17) **Amendments**

This Agreement may be amended only by a written instrument signed by both parties.

18) **Notices**

All notices under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or sent by certified mail, return receipt requested, to the addresses set forth above or by in person meeting.

19) **Severability**

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

20) **Assignment**

Contractor shall not assign this Agreement without the prior written consent of Milton Township.

****IN WITNESS WHEREOF,**** the parties have executed this Agreement as of the date first above written.

****Milton Township, IL****

Name: John Monino Signature: [Signature]
Title: Milton Township Supervisor Date: 3-24-2025



****Distracted Driver Safety Program, LLC****

Name: [Signature] Signature: [Signature]
Title: Chief Executive Officer Date: 3-24-2025

Name: Brian Jones Signature: [Signature]
Title: Chief Technology Officer Date: 3/24/25