Supplemental Agreement to the Permit for Installation of License Plate Reader in ODOT Right of Way

This Agreement is made by *NAME OF LAW ENFORCEMENT ENTITY* ("Law Enforcement Entity"), having the address of *ADDRESS OF LAW ENFORCEMENT ENTITY* and *NAME OF LPR VENDOR* ("Vendor"), having the address of *ADDRESS OF LPR VENDOR* and sets forth the additional terms and conditions for the installation and use of License Plate Reader(s) ("LPR") in ODOT Right of Way. LPR is defined for purposes of this Agreement as a high-speed, computer-controlled camera system that automatically captures images of (1) license plates and motor vehicles, (2) the location, date, and time the images were captured, and (3) identifying information of the LPR. LPR may also capture images of drivers and occupants of the vehicles and passersby.

Law Enforcement Entity and Vendor agree as follows on behalf of itself and all employees, contractors, and agents:

1. Vendor is licensed, registered, or authorized to do business in the State of Ohio.
2. Only approved LPR(s) and no other device(s) will be installed in ODOT right of way. Approved LPR(s) must be installed in accordance with the Permit terms and conditions and with ODOT design and placement specifications.
3. Images and information captured by the LPR for purposes of this Agreement and Permit shall be known as "LPR Data".
4. Law Enforcement Entity and Vendor acknowledge and agree that LPR Data is sensitive data and agree that it shall not be accessed, used, sold, or otherwise transferred, for any purpose other than official law enforcement purposes, or as required by law.
5. The use of LPR Data shall comply with all applicable Ohio and Federal laws and regulations, which may include privacy protections including, but not limited to the Driver's Privacy Protection Act of 1994 (18 USC 2721 et seq., as amended), and 28 CFR Part 23.
6. Vendor agrees to protect and not use, sell, disclose, or transfer any LPR or Biometric Data, specifically facial geometrics and to de-identify all captured facial images except those needed for official law enforcement purposes.
7. Law Enforcement Entity and Vendor agree that only authorized law enforcement personnel will have access to LPR Data.
8. Law Enforcement Entity and Vendor agree to, upon request, certify their compliance with paragraphs 4 through 7 of this Agreement and agree to provide any and all information requested by ODOT to ensure compliance with paragraphs 4 through 7 of this Agreement at no cost to ODOT.
9. Law Enforcement Entity and Vendor shall share data, upon request, with any other law enforcement entity that shows compliance with applicable State and Federal laws and regulations and with all the terms and conditions of this Agreement.
10. ODOT does not have access to any LPR Data. Law Enforcement Entity acknowledges and agrees that they will be individually responsible for obligations required under Ohio Public Records law for requests made to the Law Enforcement Entity seeking LPR data.
11. Law Enforcement Entity and Vendor certify that the agreement between the Law Enforcement Entity and Vendor allocates responsibility for relocating the LPR(s) as may be needed to accommodate a transportation project and will do so at the exclusive cost of the Vendor. If the Vendor fails to timely relocate or remove the LPR(s) to accommodate a transportation

project, ODOT or its agent may remove and/or relocate such LPR(s) as may be necessary and charge the Vendor for this expense. Vendor shall hold ODOT or its agent harmless for any damage to the LPR(s).

12. Law Enforcement Entity and Vendor certify that the agreement between Law Enforcement Entity and Vendor will assign responsibility to either the Law Enforcement Entity or Vendor to affix a nameplate to each LPR identifying the name and contact information for the Law Enforcement Entity and Vendor specific to each LPR installation.

Law Enforcement Entity and Vendor understand and agree that any violation of the above terms and conditions may, at ODOT's sole discretion, result in the revocation of the Permit and, if so revoked, the LPR shall be removed at the exclusive cost of the Vendor, in accordance with the agreement between Law Enforcement Entity and Vendor.

Vendor agrees to indemnify and hold ODOT harmless against any claims resulting from any data breaches or misuse of LPR Data.

Law Enforcement Entity and Vendor agree that Ohio law applies and agree to the sole jurisdiction of Ohio Courts in Franklin County to resolve any and all issues, cases or controversies involving the LPR(s), the LPR permit(s) or the LPR Data collected from the LPR(s) within Ohio.

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized to do so.

Law Enforcement Entity and Vendor hereto may deliver a copy of its counterpart signature page to this Agreement by electronic means. An electronic signature shall be relied upon as if such signature were an original.

Law Enforcement Entity and Vendor have caused this Agreement to be executed as of the day and year last written below.

NAME OF LAW ENFORCEMENT ENTITY	*NAME OF LPR VENDOR*
By: Chief Brandon H. Begin	By:
Printed Name/Title Brandon H. Begin - Chief	Printed Name/Title
Date 3/6/2025	Date: