

AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of November, 2024, by and between the **Town of Loxahatchee Groves**, Florida, a Florida municipal corporation ("TOWN"), with its office located at 155 F Road, Loxahatchee Groves, Florida 33470 and **RedSpeed Florida, LLC**, a Florida limited liability company, authorized to do business in Florida ("CONTRACTOR"), with a mailing address of 450 Eisenhower Lane North, Lombard, IL 60148 ("Agreement").

RECITALS

WHEREAS, the TOWN is a Florida municipal corporation organized and existing pursuant to Chapter 166, Florida Statutes, the Charter and the Constitution of the State of Florida; and

WHEREAS, the CONTRACTOR has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System"); and

WHEREAS, the TOWN desires to use the SPE System to monitor and enforce school zone speed, and may, in the future, desire to monitor and enforce red light violations or other traffic movements and to issue citations for traffic violations; and

WHEREAS, on or about June 1, 2023, the Governor of the State of Florida signed HB 657 into law, resulting in Laws of Florida 2023-174 which expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes; and

WHEREAS, prior to initiating a camera program the Town Council has adopted or will adopt an ordinance, which authorizes the TOWN's School Zone Speed Enforcement Program and provides for the implementation and operation of such program by the CONTRACTOR, as agent of the TOWN; and

WHEREAS, the City of Plantation, Florida, through its competitive selection process (RFSP No. 005-24), awarded Agreement No. 005-24 for "Speed Detection Camera System for School Zones – Term Contract" ("Plantation Contract") to the CONTRACTOR for substantially the same services sought by the TOWN; and

WHEREAS, the TOWN has reviewed the terms of the Plantation Contract and has determined the CONTRACTOR's rates set forth therein for the needed goods and services are fair and reasonable; and

WHEREAS, the TOWN requested, and the CONTRACTOR has executed this Agreement with the TOWN for performing the services based on the pricing and terms and conditions of the Plantation Contract, as amended herein; and

WHEREAS, the TOWN desires to accept CONTRACTOR's pricing by piggy-backing the Plantation Contract, including all terms, conditions and pricing therein, as amended by this Agreement; and

WHEREAS, the TOWN finds this Agreement serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. **Contract; Term; Termination.** The Plantation Contract (including all exhibits and incorporated documents) is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The TOWN shall have all rights, obligations and remedies authorized to the governmental entity under the Plantation Contract and all associated and applicable Contract Documents as defined therein, as amended

herein. This Agreement shall be effective on the date set forth above and shall expire on **June 24, 2029** in accordance with the term set forth in the Plantation Contract, unless terminated earlier in accordance with this Agreement. If the City of Plantation renews the Plantation Contract, the TOWN reserves the right to extend this Agreement for up to the renewal term agreed to by the City. This Agreement may be terminated at any time and without cause by the TOWN giving written notice to the CONTRACTOR thirty (30) calendar days prior to the desired termination date. This termination and any other termination shall be in accordance with the Plantation Contract.

3. **Services.** In accordance with the terms and conditions and pricing in the Plantation Contract, as amended herein, the CONTRACTOR shall perform services as described in **Exhibit A** which is attached hereto and incorporated herein. The TOWN agrees to perform its responsibilities as described in **Exhibit A**. The CONTRACTOR shall perform all services in accordance with all applicable local, state, and federal laws, rules, and regulations.

4. **Compensation to Contractor.** Payments by the TOWN to the CONTRACTOR under this Agreement shall not exceed the amount of compensation set forth under the Plantation Contract which are set forth in **Exhibit B** attached hereto and incorporated herein. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

5. **Contract Documents and Conflict of Terms and Conditions.** The Contract Documents for this Agreement are comprised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement (including Exhibit A and Exhibit B);
- C. Plantation Contract (including any amendments, RFSP No. 005-24).

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement (including Exhibit A and Exhibit B);
- C. The Plantation Contract;
- D. RFSP No. 005-24; and
- E. Remaining Contract Documents.

6. **Miscellaneous Provisions.**

6.1 *Entire Agreement:* This Agreement (together with the Exhibits hereto and incorporated documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Agreement, constitutes the entire agreement of the parties relating to the subject matter hereof.

6.2 *Governing Law; Consent to Jurisdiction:* This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is

brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

6.3 *Public Records:* **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-793-2418, voakes@loxahatcheegrovesfl.gov, OR BY MAIL AT TOWN OF LOXAHATCHEE GROVES, 155 F ROAD, LOXAHATCHEE GROVES, FL 33470.**

6.4 *Palm Beach County Inspector General:* In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

6.5 *Notices:* All notices required in this Agreement shall be sent to the addresses appearing on the first page of this Agreement, or at such other address (physical or electronic) as the respective party may provide in writing for this purpose. Such notice shall be deemed made when personally delivered, or, if mailed, 48 hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address, or delivered to such electronic mail address provided by the party for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving party.

6.6 *Taxes:* The TOWN is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the TOWN, nor is the CONTRACTOR authorized to use the TOWN'S Tax Exemption Number in securing such materials.

6.7 *Scrutinized Companies:* As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. The TOWN and CONTRACTOR agree that the TOWN will have the right to immediately terminate this Agreement if CONTRACTOR is found to have submitted a false certification, or if the CONTRACTOR or any of its subcontractors have been placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel. If this Agreement is for one million dollars or more, the CONTRACTOR certifies that CONTRACTOR and its subcontractors are not on the Scrutinized Companies with Activities in Sudan List, that CONTRACTOR and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, and CONTRACTOR and its subcontractors have not been engaged in business operations in Cuba or Syria. The TOWN may immediately terminate this Agreement if the CONTRACTOR is found to have submitted a false certification, or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Terrorism Sectors List or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement. Subject to limited exceptions provided in state law, the TOWN will not contract for the provision of goods or services with any scrutinized company referred to above. The CONTRACTOR is under a continuing obligation for the term of this Agreement to immediately notify the TOWN of any violation of this provision.

6.8 *Counterparts:* This document may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The

parties agree to accept the execution of this document by electronic means (e.g., facsimile, email, electronic signature, etc.).

6.9 *Key Personnel:* The CONTRACTOR's key personnel for performance of this Agreement are as follows: David De La Espriella.

6.10 *Town Representative:* The Town hereby designates the Town Manager or designee, to act as its representative for the performance of this Agreement.

7. Indemnification.

7.1 *Scope of Indemnity:* To the fullest extent permitted by law, CONTRACTOR shall defend at its expense, pay on behalf of, hold harmless and indemnify the TOWN, its officers, employees, agents, elected and appointed officials, and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities and costs, expenses and attorneys' and experts' fees at trials and on appeals, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly: (i) The performance of this Agreement (including any amendments thereto) by CONTRACTOR, its officers, employees, agents, representatives, contractors, or subcontractors (collectively, "Indemnifying Parties"); or (ii) The failure of any of the Indemnifying Parties to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of any of the Indemnifying Parties, whether or not such negligence is claimed to be either solely that of any of the Indemnifying Parties, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (iv) Any reckless or intentional wrongful act or omission of any of the Indemnifying Parties; or (v) Any of the Indemnifying Parties' failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable Laws (including but not limited to Florida laws regarding public records).

7.2 *Additional Claims:* This indemnification provision also includes (i) claims made by the employees of the CONTRACTOR against the TOWN and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes; (ii) any CONTRACTOR infringement upon any copyright, patent, trade secret or other intellectual property, proprietary, or ownership interest or legal rights of any third party; (iii) any Claims made regarding the TOWN's lack of jurisdiction; and (iv) all attorneys' fees, expenses, and costs (including all trials and appeals) incurred by the TOWN in the enforcement of this indemnification provision.

7.3 *Additional Indemnity Obligations:* Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by the CONTRACTOR by the TOWN that such amount is due, be made by the CONTRACTOR prior to the TOWN being required to pay same, or in the alternative, the TOWN, at the TOWN's option, may make payment of an amount so due and the CONTRACTOR shall promptly reimburse the TOWN for the same, together with interest thereon at the statutory rate from the date of receipt by the CONTRACTOR of written notice from the TOWN that such payment is due. The CONTRACTOR agrees, at its sole expense, after written notice from the TOWN, to defend any action against the TOWN that falls within the scope of this indemnity, or the TOWN, at its sole discretion, may elect not to tender such defense and may elect instead to secure its own attorney(s) to defend any such action and the reasonable fees, costs and expenses of such attorney incurred in defending such action shall be payable by the CONTRACTOR. Additionally, if the CONTRACTOR, after receipt of written notice from the TOWN, fails to make any payment due hereunder to the TOWN, the CONTRACTOR shall pay any reasonable attorneys' fees, expenses and costs incurred by the TOWN in securing any such payment(s) from the CONTRACTOR.

7.4 *No limitations:* The provisions of this section (including all subsections) are independent of, and will not be limited by, any insurance required to be obtained by CONTRACTOR pursuant to this

Agreement or otherwise obtained by CONTRACTOR, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

7.5 *Sovereign Immunity*: Nothing contained herein is intended nor shall it be construed to waive the TOWN's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time, nor as consent by the TOWN to be sued. This obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist in the TOWN's favor. Notwithstanding any other provision of this Agreement to which it is applicable, the TOWN shall not be liable or responsible to the CONTRACTOR beyond the monetary limits and amounts specified in Section 768.28, Florida Statutes, regardless of whether said liability be based in tort, contract, indemnity, or otherwise.

8. **Insurance**. CONTRACTOR shall procure and maintain (at its sole cost) and shall cause any subcontractor of CONTRACTOR to procure and maintain, the minimum insurance coverages required under the Plantation Contract. The "TOWN its elected officials, officers, employees, and attorneys" shall be named as an Additional Insured on CONTRACTOR's insurance coverage. Prior to commencement of Services, CONTRACTOR shall submit certificates of insurance in accordance with the Plantation Contract.

9. **E-Verify**. Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

a. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;

b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens;

c. Maintain copies of all subcontractor affidavits for the duration of this Agreement;

d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

f. Be aware that if TOWN terminates this Agreement under Section 448.095(5)(c), Florida Statutes, CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which this Agreement is terminated and will be liable for any additional costs incurred by TOWN as a result of termination of this Agreement.

10. **Law, Venue, Remedies, Limitation of Liability, Enforcement Costs**. The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract Documents will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The TOWN shall not be liable to the CONTRACTOR for any special, incidental or consequential damages of any kind whether or not caused by the TOWN's negligence even if the parties have been advised of the possibility of such damages. If any legal action or other proceeding is brought for the enforcement of the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Contract Documents, the parties agree that each party shall be responsible for its own attorney's fees.

11. **Coercion of Labor and Services.** The CONTRACTOR, by signing this Agreement as set forth below, attests that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

IN WITNESS WHEREOF, the TOWN and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

REDSPEED FLORIDA, LLC

By: Robert Liberman
Print Name: Robert Liberman
Title: CEO

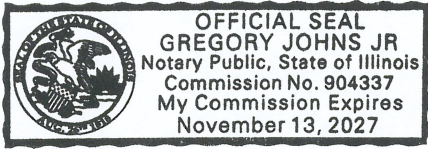
[Corporate Seal]

STATE OF Illinois)
COUNTY OF Will)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization this day of , 20 by [name] as [title] of **RedSpeed Florida, LLC**, a limited liability company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, in the foregoing instrument are true and correct and that he or she is duly authorized to execute the foregoing instrument and bind **RedSpeed Florida, LLC**, to the same.

Notary Public

Gregory Johns Jr
Print Name: Gregory Johns Jr
My commission expires: November 13, 2027



TOWN OF LOXAHATCHEE GROVES, FLORIDA

By: Anita Kane, Mayor

ATTEST

Valerie Oakes, CMC, Town Clerk

Approved as to form and legal sufficiency:

Office of the Town Attorney

EXHIBIT A
DEFINITIONS AND SCOPE OF WORK

DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“Motor Vehicle” means any self-propelled vehicle not operated upon rails or guideway, but not including any bicycle or electric personal assisted mobility device.

“Notice of Violation” means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or REDSPEED as an agent of such law enforcement agent, agency or court.

“Motor Vehicle Owner” means the person or entity identified by the Florida Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

“Recorded Images” means photographic, electronic, digital, or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

“RedCheck” means web-based violation processing system used by Traffic Enforcement Officer.

“Speed Photo Enforcement System” (herein “SPE System”) means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

“Traffic Enforcement Officer” means an employee of TOWN’s contracted law enforcement agency (i.e., Palm Beach County Sheriff’s Office), police department or other TOWN employee who meets the qualifications of Chapter 316 of the Official Code of Florida Annotated for approving and/or issuing Notices of Violation.

“Violation” means a violation under Chapter 316, Florida Statutes, or a violation of TOWN’s Code of Ordinances, as may be amended from time to time.

SCOPE OF WORK:

SECTION 1. REDSPEED’S SCOPE OF WORK:

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to TOWN wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled “TOWN Scope of Work”. REDSPEED and TOWN understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by TOWN, unless otherwise specified, TOWN shall not charge REDSPEED for the cost. All other in-scope work, external to TOWN, is the responsibility of REDSPEED.
2. REDSPEED agrees to make every effort to adhere to the Project Timeline agreed upon between the parties and based on the Best and Final Offer.

3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches to be agreed upon between REDSPEED and TOWN after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained. REDSPEED will not remove any systems, unless directed by the TOWN. If termination provisions within the Agreement is exercised, REDSPEED shall remove all equipment and restore property to original condition or better within sixty (60) days after the termination of this Agreement.
4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing. REDSPEED will ensure that the website meets all current ADA requirements as may be amended from time to time.
6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance. REDSPEED shall also conduct annual calibrations as required by Florida Statutes.
7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) business hours of determination of a malfunction. No device shall remain non-functional for more than five (5) business days. Upon request, REDSPEED shall provide TOWN with reports that measure down time of SPE Systems. REDSPEED will ensure that while the system is non-functional, no violations will be captured or, if captured, violations will be discarded and not submitted to review by the TOWN.
8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of TOWN internet connections or infrastructure are excluded from this service level.
9. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Florida LLC as agent for The Town of Loxahatchee Groves at CIBC Bank." All funds collected on behalf of TOWN, excluding REDSPEED's monthly fees and any fees associated with electronic processing of violations, will be deposited in this account, and transferred by wire on or about the 15th calendar day of the month to TOWN's primary deposit bank. TOWN will identify the account to receive funds wired from First Midwest Bank. TOWN shall sign a W-9 and blocked account agreement, to be completed by TOWN, to ensure TOWN's financial interest in said bank account is preserved.
10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach and provide all signage in accordance with Florida Statutes, as may be amended, and FDOT criteria, as may be amended.
11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
12. REDSPEED shall assign a project manager who will be the liaison between TOWN and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. The assigned project manager will be available to the TOWN as needed and REDSPEED will provide a cell phone number for emergency contact. TOWN shall reserve the right to request a new project manager.
13. REDSPEED shall provide TOWN with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per

chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.

14. REDSPEED shall provide the Traffic Enforcement Officer with access to RedCheck, for the purpose of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.
15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.
16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.
17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as TOWN's agent.
18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for TOWN.
19. If TOWN is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
20. REDSPEED shall provide TOWN access to RedCheck system, which provides TOWN with ability to run and print all standard system reports.
21. If required by TOWN, REDSPEED shall, at REDSPEED's expense, provide and train TOWN with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.
22. In those instances where damage to an SPE System is caused by negligence on the part of TOWN or its authorized agent(s), REDSPEED will provide TOWN with an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.
23. REDSPEED shall provide a toll-free, TOWN-specific help line to help TOWN resolve any problems encountered regarding its SPE System and/or citation processing. The helpline shall function during normal business hours. Call Center hours for violators are Monday-Friday 9:00 AM to 5 PM EST.
24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
26. REDSPEED shall provide TOWN with a warning period consistent with State law.
27. REDSPEED shall provide authorized TOWN users with access to on demand video, reporting tools and other online features through its RedCheck and SiteOps programs. RedSpeed will maintain video data forty-five (45) days unless otherwise requested for preservation by the TOWN.
28. TOWN will have real-time access to violation and camera data.

29. REDSPEED, in coordination with the TOWN, will install and maintain any required signage including flashers.
30. REDSPEED shall provide custom reports for the TOWN at no cost.
31. REDSPEED shall adjust the enforcement schedule (calendar) within the same day following TOWN's approval.
32. REDSPEED shall not be reimbursed for any costs/fees associated with Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed in this Agreement. REDSPEED shall not be reimbursed for any expenses unless authorized in writing by the TOWN.

SECTION 2. TOWN'S SCOPE OF WORK:

1. Within seven (7) business days of execution of the Agreement, TOWN shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate TOWN responsibilities under the Agreement.
2. Within seven (7) business days of the Agreement, TOWN shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
3. Within seven (7) business days of execution of the Agreement, TOWN shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by TOWN's contracted law enforcement agency, Palm Beach Sheriff's Office ("PBSO"), to approve and issue Notices of Violation.
4. TOWN may elect to establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at TOWN's facility or by appointment with PBSO.
5. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and TOWN.
6. TOWN shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and TOWN will endeavor to approve the plans in a timely manner.
7. TOWN will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval contingent upon REDSPEED's compliance with permit issuance requirements.
8. If use of private property right of way is needed, TOWN shall assist REDSPEED in acquiring permission to build in existing utility easements, as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
9. TOWN may allow REDSPEED to build needed infrastructure in existing TOWN owned easement as necessary and only after required permits have been approved.
10. TOWN's Traffic Enforcement Officer(s) shall process each potential violation in accordance with State Law and/or TOWN's Ordinances within five (5) days (excluding Saturday, Sunday and TOWN observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

11. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
12. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.
13. TOWN shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. TOWN may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.
 - 13a. Should the TOWN receive direct inquiries, they will forward citizen inquiries to REDSPEED's call center and/or refer them to the website secure.speedviolation.com.
14. If remote access to a REDSPEED SPE System is blocked by TOWN's network security infrastructure, TOWN's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.
15. TOWN shall at all times maintain a list of school and school zone hours and shall inform REDSPEED of all times for each Zone. TOWN shall maintain and update this list and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.
16. TOWN shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (i.e., short days, no in-person instruction days, closings, etc.).
17. TOWN selection of schools shall be contingent upon the TOWN having jurisdiction over applicable street or highway as required by law. TOWN shall incur no penalty for the removal of a school(s) from the list and companion ordinance.
18. TOWN shall ensure that cameras in TOWN maintained right of ways shall remain free of obstructions from other roadway infrastructure and foliage.

EXHIBIT B

SCHEDULE 1 SERVICE FEE SCHEDULE

TOWN agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, Flock ALPR licenses and integration, violation processing services, DMV records access, standard mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web based SPE System for Traffic Enforcement Officer review.

During any term of the Agreement, the TOWN shall receive or retain \$39.00 or 65% whichever is greater of the statutory monetary allocation (this amount/percentage pertains to each fine collected by REDSPEED).