

COVER AGREEMENT
BETWEEN
THE CITY OF WESTLAKE
AND
REDSPEED FLORIDA LLC

THIS AGREEMENT (this “Agreement”) is made effective as of the ____ day _____, 2026 (the “Effective Date”), by and between the **CITY OF WESTLAKE, FLORIDA**, a Florida municipal corporation, (the “City”), and **REDSPEED FLORIDA LLC**, a Florida Limited Liability Company (hereinafter, the “Redspeed”). Collectively, the City and Redspeed are referred to as “Parties.”

WHEREAS, pursuant to Chapter 316, Florida Statutes, the Florida Legislature has authorized municipalities to use speed detection systems to enforce school zone speeding violations in excess of 10 miles over the posted speed limit (among other things) during certain times and days (the “Services”); and

WHEREAS, Redspeed has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the “Speed Photo Enforcement System” (“SPE System”) necessary to perform the Services; and

WHEREAS, the City desires to enhance school zone safety within the City’s boundaries through the implementation of a violator-funded School Zone Speed Safety Program utilizing Redspeed’s Services and SPE System at eligible school zone roadways; and

WHEREAS, Section 316.008(9)(c), Florida Statutes, requires the City Council to adopt an ordinance to authorize the use of SPE Systems for the provision of the Services on eligible school zone roadways; and

WHEREAS, as part of the public hearing on the required ordinance, the City is required to consider traffic data or other evidence supporting the installation and operation of each proposed school zone speed detection system, and must determine that the school zone where the speed detection system is to be placed or installed constitutes a heightened safety risk that warrants additional enforcement measures; and

WHEREAS, Redspeed has agreed to collect, analyze, and compile traffic data for the various school zone roadways within the City (the “Traffic Report Services”) to assist the City Council with its adoption of the required enabling legislation and determination(s) needed to commence the Services; and

WHEREAS, the Parties wish to incorporate the terms and conditions of the Professional Services Agreement between Redspeed and City of Plantation Contract No. 005-24 (“Plantation Agreement”), in this Agreement for the provision of the SPE System for the Services and the Traffic Report Services, except as otherwise modified or amended herein; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the City and Redspeed agree as follows:

1. **Incorporation of Contract.** The terms and conditions of the Plantation Agreement, attached hereto as Exhibit “A,” are incorporated as though fully set forth herein. Except as otherwise specifically set forth or modified herein, all terms in the Plantation Agreement are hereby ratified and affirmed and shall remain unmodified and in full force and effect in accordance with its terms.
2. **Conflicts.** In the event of any conflict or ambiguity between the terms and provisions of this Agreement and the terms and provisions of the Plantation Agreement, the terms and provisions of this Agreement shall control.
3. **Defined Terms.** All initial capitalized terms used in this Agreement shall have the same meaning as set forth in the Plantation Agreement unless otherwise provided in this Agreement. All references to the “City of Plantation” or “Plantation” shall be replaced with the “City of Westlake” or “Westlake,” respectively.
4. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
5. **Term.** This Agreement shall be from the Effective Date through five (5) years thereafter. The City Manager may renew this Agreement for one additional five-year period on the same terms as set forth herein upon written notice to Redspeed after a public hearing before the City Council relating to the renewal of this Agreement, as required by Section 316.0776(3)(c), Florida Statutes.
6. **Amending Section 8.** Section 8, “General Provisions,” of the Plantation Agreement is hereby amended as follows:

8. GENERAL PROVISIONS.

A. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address (physical or electronic) as the respective Parties may provide in writing for this purpose:

RedSpeed:

RedSpeed Florida, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

City:

Howard W. Brown, Jr.
City Manager

4001 Seminole Pratt Whitney Rd.
Westlake, FL 33470

With copies to:

City Attorney
Goren Cherof, Doody & Ezrol, P.A.
3099 E Commercial Blvd., Ste. 200
Fort Lauderdale, FL 33308

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 Parties for service of notices under this subsection when receipt is acknowledged by electronic written response by the receiving Party.

* * *

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in Palm Beach ~~Broward~~ County without regard to its conflicts of law. The Parties hereby agree that in the event of any litigation between them, such proceeding shall be brought exclusively in the courts of the State of Florida, County of Palm Beach ~~Broward~~ or the Federal District Court with subject matter jurisdiction and encompassing the County of Palm Beach ~~Broward~~, Florida. Each Party hereby irrevocably consents and submits to the jurisdiction of, and venue in, the aforementioned courts, and further waives any claim that a proceeding brought therein has been brought in an inconvenient forum. To the extent not prohibited by applicable law that cannot be waived, the City and RedSpeed hereby waive, and covenant that they will not assert (whether as plaintiff, defendant or otherwise), any right to trial by jury in any action arising in whole or in part under or in connection with this Agreement, whether now existing or hereafter arising, and whether sounding in contract, tort or otherwise.

* * *

7. **Public Records Compliance.** The CITY is public agency subject to Chapter 119, Florida Statutes. REDSPEED shall comply with Florida's Public Records Law. Specifically, REDSPEED shall:

- a. Keep and maintain public records required by the CITY to perform the Services;
- b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, REDSPEED shall

destroy all copies of such confidential and exempt records remaining in its possession after REDSPEED transfers the records in its possession to the CITY; and

- d. Upon completion of the contract, REDSPEED shall transfer to the CITY, at no cost to the CITY, all public records in REDSPEED's possession. All records stored electronically by REDSPEED must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- e. The failure of REDSPEED to comply with the provisions set forth in the Agreement shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement.

IF REDSPEED HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO REDSPEED'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK 4001 Seminole Pratt Whitney Rd., Westlake, FL 33470, (561) 530-5880, publicrecords@westlakegv.com.

- 8. **Exhibit Replaced.** Exhibit "A" to the Plantation Agreement is hereby deleted and replaced with Exhibit "B" to this Agreement.

**[Remainder of page intentionally left blank.
Signature pages follow.]**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year as first stated above.

CITY OF WESTLAKE

REDSPEED FLORIDA LLC

By: _____
Howard W. Brown, Jr.
City Manager

By: _____
Robert Liberman
Manager

Attest:

By: _____
Zoie Burgess, CMC
City Clerk

Approved as to form and legal sufficiency:

By: _____
City Attorney

Addresses for Notice:

City of Westlake
Attn: City Manager
4001 Seminole Pratt Whitney Rd.
Westlake, FL 33470
561-530-5880 Ext.100 (telephone)
_____(facsimile)
hbrown@westlakegov.com (email)

Addresses for Notice:

RedSpeed Florida, LLC
Attn: Robert Liberman, Manager
450 Eisenhower Lane North
Lombard, Illinois 60148
(630)317-5710 (telephone)
(630)424-0217 (facsimile)
Robert.Liberman@RedSpeed.com (email)

With a copy to:

City of Westlake
Attn: City Attorney
4001 Seminole Pratt Whitney Rd.
Westlake, FL 33470
(561) 530-5880 (telephone)
_____(facsimile)
_____(email)

With a copy to:

RedSpeed Florida, LLC
Attn: Greg Parks, Senior Vice President
450 Eisenhower Lane North
Lombard, Illinois 60148
(913)972-5382 (telephone)
(630)424-0217 (facsimile)
Greg.Parks@RedSpeed.com (email)

EXHIBIT “A”

City of Plantation Contract No. 005-24

Exhibit B

EXHIBIT “B”

**Redspeed Scope of Services
for City of Westlake**