



CITY OF
Boca Raton

Resolution No. 61-2025

CITY HALL
201 WEST PALMETTO PARK ROAD • BOCA RATON, FL 33432
PHONE (561) 393-7700
(FOR HEARING IMPAIRED) TDD (561) 367-7043
www.myboca.us

DATE: April 14, 2025

TO: Mayor and City Council

FROM: George S. Brown
City Manager 

SUBJECT: Agreement No. 2025-420 with RedSpeed Florida, LLC for Speed Detection Camera System for School Zones

RECOMMENDATION: I recommend the approval of the attached resolution, which authorizes the City Manager to execute Agreement No. 2025-420 ("Agreement") with RedSpeed Florida, LLC ("RedSpeed") for Speed Detection Camera System for School Zones.

BACKGROUND: In 2023, Florida Legislature approved CS/CS/CS/SB 588 that authorized a local government to place or install an automated speed detection system to be used solely to enforce speed limits in school zones. This law became effective July 1, 2023, and allows for an automated speed enforcement beginning 30 minutes before the school day starts, during the entirety of the school day and within 30 minutes after it ends. Speeds more than 10 miles per hour over the speed limit may be photo enforced.

The City is in need of a contractor to provide services required to furnish a turnkey solution for school zone speed detection system. This system is exclusively violator funded, and RedSpeed will provide and install all equipment and monitor the camera system for violations. This is a cooperative purchase agreement issued by the City of Plantation on behalf of the Southeast Florida Governmental Cooperative Purchasing Group. The Agreement term is effective through June 24, 2029 with the option to renew for one (1) additional five (5) year term.

FINANCIAL IMPACT: There is no budget impact resulting from the approval of this item. The equipment and monitoring will be provided at no cost to the City with revenue sharing of any collections. For each \$100.00 fine collected by RedSpeed during any term of the Agreement, RedSpeed shall retain a Fee of \$21.00 for their services performed under this Agreement and the City shall receive a payment of \$39.00 to be used for City public safety initiatives. The remaining \$40.00 from each fine collected by RedSpeed shall be distributed in accordance with Florida Statute 318.18(3)(d) with \$5.00 going to the City for fund the School Crossing Guard Recruitment and Retention Program, \$12.00 to the Palm Beach County School District, \$20.00 to the Florida Department of Revenue General Revenue Fund, and \$3.00 to the Florida Department of Law Enforcement Training.

STRATEGIC IMPACT: The Agreement will support the City's Strategic Focus Areas of World Class Services.



RESOLUTION

1 61-2025

2 A RESOLUTION OF THE CITY OF BOCA RATON
3 AUTHORIZING THE CITY MANAGER TO EXECUTE AN
4 AGREEMENT WITH REDSPEED FLORIDA, LLC FOR
5 SPEED DETECTION CAMERA SYSTEM FOR SCHOOL
6 ZONES; PROVIDING FOR SEVERABILITY; PROVIDING
7 FOR REPEALER; PROVIDING AN EFFECTIVE DATE

8
9 WHEREAS, the City of Plantation ("Awards Entity"), through a competitive selection
10 process, awarded Contract Number 005-24 for Speed Detection Camera System for School
11 Zone-Term Contract ("Contract") to RedSpeed Florida, LLC; and

12 WHEREAS, the Agreement between the City and RedSpeed Florida, LLC, is
13 authorized pursuant to Article 10 of the City Procurement Code as a Cooperative Purchase based
14 on the Contract, including the terms, conditions and pricing set forth therein other than those
15 provisions set forth in this Agreement; and

16 WHEREAS, the City of Boca Raton ("City") desires to enter into an agreement with
17 RedSpeed Florida, LLC, to provide Speed Detection Camera System for School Zones, based on
18 the competitively solicited Contract; and

1 WHEREAS, such agreement has been prepared and a copy thereof is attached hereto;
2 now therefore

3

4 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA RATON:

5

6 Section 1. That the City Manager be authorized to execute the Agreement with
7 RedSpeed Florida, LLC, a copy of which is attached hereto, together with such nonmaterial
8 changes as may be acceptable to the City Manager.

9 Section 2. In addition to the revenue generated and retained by RedSpeed in
10 accordance with the terms of this agreement, additional expenditures in the amount not to exceed
11 \$50,000, is hereby authorized, subject to authorization of additional expenditures pursuant to the
12 Procurement Code.

13 Section 3. If any section, subsection, clause or provision of this resolution is held
14 invalid, the remainder shall not be affected by such invalidity.

15 Section 4. All resolutions or parts of resolutions in conflict herewith shall be and hereby
16 are repealed.

17 Section 5. This resolution shall take effect 10 days after adoption.

1 PASSED AND ADOPTED by the City Council of the City of Boca Raton this _____ day
2 of _____, 2025.

3
4 CITY OF BOCA RATON, FLORIDA
5
6 ATTEST:
7
8
9

Scott Singer, Mayor
10
11 Mary Siddons, City Clerk
12
13
14
15



COUNCIL MEMBER	YES	NO	ABSTAINED
MAYOR SCOTT SINGER			
DEPUTY MAYOR FRAN NACHLAS			
COUNCIL MEMBER YVETTE DRUCKER			
COUNCIL MEMBER ANDY THOMSON			
COUNCIL MEMBER MARC WIGDER			

AGREEMENT NO. 2025-420

Speed Detection Camera System for School Zones



CITY OF BOCA RATON
201 W. PALMETTO PARK ROAD
BOCA RATON, FL 33432
(561) 393-7871

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Wrap Agreement For Services

This Agreement No. 2025-420 ("Agreement") is entered into between the City of Boca Raton Florida, a Florida municipal corporation ("CITY"), and RedSpeed Florida, LLC, ("CONTRACTOR"), on ____ day of _____, 2025 ("Effective Date").

WHEREAS, The City of Plantation ("Awarding Entity") awarded a contract to CONTRACTOR for Speed Detection Camera System For School Zones through a competitive selection process that meets the procurement requirements of the CITY ("Cooperative Purchase Contract") (**Exhibit "A"**); and

WHEREAS, the CITY is in need of a contractor to provide services required to furnish a turnkey solution for Speed Photo Enforcement System ("SPE") ("Services") for the work required under this Agreement ("Work"); and

WHEREAS, as authorized by Section 10-101 of the CITY's Procurement Code, the CITY desires to utilize CONTRACTOR to provide the Services through a cooperative purchase, using the terms, conditions and pricing set forth in the Cooperative Purchase Contract, except as otherwise designated by this Agreement.

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. Agreement Documents. The following documents are included in this Agreement ("Agreement Documents"), and are incorporated by reference as if set forth herein:

- A. Cooperative Purchase Contract (**Exhibit "A"**)
- B. Scope of Work (**Attachment "1"**)
- C. Insurance Requirements (**Attachment "2"**)
- D. Entities of Foreign Countries of Concern Affidavit (**Attachment "3"**); and
- E. Noncoercive Conduct for Labor or Services (**Attachment "4"**)
- F. Federal Bureau of Investigation Criminal Justice Information Services Security Addendum (**Attachment "5"**)

The Agreement Documents and their order of precedence shall be governed in accordance with Section 6 of this Agreement. The following Exhibits referenced in the Cooperative Purchase Contract (**Exhibit "A"**) are hereby deleted from the Agreement Documents:

- Exhibit "A" Negotiated Scope of Services
- Exhibit "B" Advertised Scope of Services
- Exhibit "C" Addendum
- Exhibit "D" documentation required by the City submitted by the RedSpeed during the solicitation period prior to negotiations
- Exhibit "E" Insurance Requirements
- Exhibit "F" General Terms and Provisions

- Exhibit "G" FBI CJIS Security Addendum

3. Cooperative Purchase Contract. All references to the "City of Plantation" within the Cooperative Purchase Contract shall be deemed to mean the "City of Boca Raton," and the terms and conditions of the Cooperative Purchase Contract shall be deemed applicable to the CITY unless they were deleted from the Agreement Documents as provided above. All capitalized terms used in this Agreement shall have the same meaning as set forth in the Cooperative Purchase Contract unless otherwise provided in this Agreement.

4. Term. This Agreement shall commence upon the Effective Date, shall continue through June 24, 2029 and may be terminated earlier in accordance with the Paragraph 11(A) of this Agreement. The CITY reserves the right to renew, amend or extend this Agreement for one (1) additional five (5) year term (the "Renewal Term").

5. Description of Services. During the Term of this Agreement, and any Renewal Term, CONTRACTOR shall possess and use the goods necessary to perform the Work and provide the Services required to furnish a turnkey solution for a SPE, as a result of this Agreement. The Services are more specifically described in **Attachment "1"** attached hereto.

6. Order of Precedence. In the event of a conflict among the Agreement Documents, this Agreement shall prevail, followed in precedence by the Scope of Work (**Attachment "1"**) Insurance Requirements (**Attachment "2"**), and the Cooperative Purchase Contract (**Exhibit "A"**), in that order.

7. Fees and Payments/Compensation. For each fine collected by CONTRACTOR during any term of the Agreement, CONTRACTOR shall retain a Fee, as defined below, of \$21.00 or 35% (whichever is greater of the statutory monetary allocation) and CITY shall receive a payment of \$39.00 or 65% (whichever is greater of the statutory monetary allocation), to be used for CITY public safety initiatives. The remaining amount of each fine collected by CONTRACTOR shall be distributed in accordance with Florida Statute 318.18(3)(d).

A. Definition of Fee. A "Fee" includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, Rekor (or other major brand ALPR provider) 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.

B. Reimbursement for Expenses. CONTRACTOR shall not be reimbursed for any expenses unless authorized in writing by CITY. Further, CONTRACTOR shall pay and not be reimbursed for any costs/fees associated with its payment of the Certified Mail for Notices of Violation converted to Uniform Traffic Citations and all extra-action charges or fees listed in CONTRACTOR Responsibilities.

C. Extra Work. At any time during the Term, City may request that CONTRACTOR perform Extra Work. "Extra Work" means services which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement, and which is determined by CITY, in its sole discretion, to be necessary. CONTRACTOR shall not perform, nor be compensated for, Extra Work without written authorization in writing from the CITY.

Invoicing Procedures. CONTRACTOR shall submit their invoices to:

City of Boca Raton
Attn: Accounts payable Department
201 West Palmetto Park Road
Boca Raton, FL 33432
invoices@bocaraton-fl.gov

The CITY shall review all invoices and pay CONTRACTOR for all approved charges in accordance with Chapter 218, Florida Statutes (the Local Government Prompt Payment Act) after receipt of CONTRACTOR's invoice. To be payable by the CITY, the invoice must comply with all statutory provisions and all requirements specified in this Agreement. If an invoice does not meet these requirements, the CITY will reject the invoice, as authorized in Chapter 218, Florida Statutes. The rejection will be written and will specify the invoice's deficiency and the action necessary to satisfy the stated requirements.

8. Independent Consultant and Requirements Therefore. During the term of this Agreement, CONTRACTOR shall be an independent contractor of the CITY. CONTRACTOR shall not be an agent of the CITY, or authorized to transact business, enter into agreements, or otherwise make commitments on behalf of the CITY, unless expressly authorized in writing by the City Manager or their designee. Nothing set forth in this Agreement shall be construed to create the relationship of employer and employee or principal and agent between the CITY and CONTRACTOR or between the CITY and CONTRACTOR's employees and agents. CONTRACTOR shall not act or attempt to act or represent itself, directly or indirectly or by implication, as an employee of the CITY or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of CITY.

CONTRACTOR and its employees/agents/subcontractors shall not attain, nor be entitled to, any rights or benefits of the CITY, nor any rights afforded to CITY employees. CONTRACTOR further understands that Florida Worker's Compensation benefits available to employees of the CITY are not available to CONTRACTOR or to its employees, agents, and subcontractors. CONTRACTOR shall be responsible for complying with Florida's Worker's Compensation laws. All employees and subcontractors of CONTRACTOR shall be considered to be, at all times, the sole employees of CONTRACTOR or the subcontractors of CONTRACTOR, acting under CONTRACTOR's or its subcontractor's

sole direction, and not an employee, contractor, or agent of the CITY. CONTRACTOR is responsible for the payment of all required payroll taxes, whether federal, state, or local in nature, including, but not limited to income taxes, Social Security taxes, Federal Unemployment Compensation taxes, and any other fees, charges, licenses, or payments required by law. This paragraph shall continue indefinitely and survive the cancellation, termination, expiration, lapse, or suspension of this Agreement.

9. Contractor Warranties. CONTRACTOR represents and warrants that CONTRACTOR is free to enter into the terms of this Agreement and that CONTRACTOR has no obligations to any third party or otherwise that are inconsistent with any of the provisions of this Agreement. CONTRACTOR further represents and warrants that CONTRACTOR: (i) has not and will not disclose to others any confidential business information or trade secrets belonging to the CITY or to any third party; (ii) will not use any confidential information or trade secrets belonging to the CITY or any third party in connection with the performance of CONTRACTOR's obligations to the CITY hereunder (unless the CITY or such third party agrees to such use); and (iii) has not and will not remove any books, papers, or records belonging to the CITY or to any third party including, business plans, confidential customer information, or confidential or proprietary information about any of the CITY or third party's products or services. This paragraph shall continue indefinitely and survive the cancellation, termination, expiration, lapse, or suspension of this Agreement.

10. Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via e-mail, U.S. certified mail, overnight delivery, or hand delivery to the addresses listed below and shall be effective upon mailing if sent certified mail or overnight delivery, or upon receipt if hand-delivered or sent by e-mail. The addresses for notice shall remain as set forth herein unless and until changed by providing written notice of such change to the other party.

If to CONTRACTOR, to: RedSpeed Florida, LLC
Attn: Robert Liberman, CEO
450 Eisenhower Lane North
Lombard, Illinois 60148
e-mail: Robert.Liberman@redspeed.com

If to CITY, to: Ivelsa Guzman, Procurement Manager
City of Boca Raton
Purchasing Office
201 West Palmetto Park Road
Boca Raton, FL 33432
e-mail: IGuzman@bocaraton-fl.gov

11. Supplemental Provisions

A. Termination.

1) Termination With Cause

The obligation to provide the Services under this Agreement may be terminated for cause by either party upon seven (7) days written notice written notice of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. The defaulting party shall have seven (7) days to cure the default.

2) Termination Without Cause

The CITY shall have the right to terminate this Agreement, or suspend performance thereof, without cause and for the CITY's convenience upon seven (7) days written notice to CONTRACTOR, and CONTRACTOR shall terminate or suspend performance of the Agreement on a schedule acceptable to the CITY or at the end of this seven (7) day period, at the option of the CITY. In the event of termination or suspension of this Agreement for the CITY's convenience, the CITY shall pay CONTRACTOR for all Services performed through the effective date of such termination or suspension.

3) Termination For Governmental Non-Appropriations

The obligation of the CITY for payment to the CONTRACTOR is limited to the availability of funds appropriated in the current fiscal period. Continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds and shall be terminated without penalty to the CITY and without any default upon the last day of the fiscal year in which funds were last appropriated.

4) Effect of Termination

If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished documents and data and other information of any kind prepared by CONTRACTOR in connection with the performance of Services. CONTRACTOR shall be required to provide such documents and other information within 21 calendar days of the request. CONTRACTOR would timely remove all equipment within 60 calendar days from the date of the termination.

5) Additional Services

In the event this Agreement is terminated in whole or in part as provided herein, CITY may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

B. Insurance.

Insurance requirements are detailed in Attachment "2".

C. Indemnification.

CONTRACTOR shall defend, indemnify and hold harmless the CITY, its officers, and employees from and against any liabilities, suits, actions, damages, losses, expenses, and costs, including, but not limited to reasonable attorney's fees, demands and claims for personal injury, bodily injury, sickness, diseases, death or damage, or destruction of tangible property or loss of use resulting therefrom, arising out of any errors, omissions, misconduct or negligent acts of CONTRACTOR, its respective officials, employees or subcontractors, and/or any other persons employed or utilized by CONTRACTOR in CONTRACTOR'S performance under this Agreement; or any errors, omissions, misconduct or negligent acts of the CITY.

Nothing in this Agreement shall be deemed or treated as a waiver by the CITY of any immunity to which it is entitled by law, including but not limited to, the CITY's sovereign immunity as set forth in Section 768.28, Florida Statutes.

All costs and expenses, including attorney fees, appellate, bankruptcy or defense counsel fees incurred by the CITY to enforce this Indemnification clause shall be borne by CONTRACTOR. This Indemnification clause shall continue indefinitely and survive the cancellation, termination, expiration, lapse, or suspension of this Agreement.

D. No Contingent Fees.

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the making of this Agreement

E. Access to Records and Audit Clause.

CONTRACTOR agrees to permit the CITY to examine all records which are, in any way, related to the provision of the Services provided under this Agreement, and grants to the CITY the right to audit any books, documents and papers of CONTRACTOR that were generated during the course of the administration of this Agreement. CONTRACTOR shall maintain the records, books, documents, and papers associated with this Agreement in accordance with subparagraph H below.

F. Assignment.

This Agreement is not assignable or transferable by CONTRACTOR without the written consent of the CITY, which consent shall be in the sole discretion of the CITY.

G. Successors and Assigns.

This Agreement shall be binding upon the Parties and their respective successors, heirs, and assigns.

H. Public Records.

The CITY is a public agency subject to Chapter 119, Florida Statutes. This Agreement requires CONTRACTOR to provide services, and therefore, CONTRACTOR shall comply with Section 119.0701, Florida Statutes. Specifically, CONTRACTOR shall and agrees to:

- 1) Keep and maintain all public records in CONTRACTOR'S possession or control in connection with CONTRACTOR'S performance under this Agreement. CONTRACTOR additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- 2) 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 that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement until the records are transferred to the CITY.
- 4) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the CITY.
- 5) Upon completion or other termination of the Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR. When CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential from public records disclosure requirements.
- 6) Any compensation due to the CONTRACTOR shall be withheld until all records are received as provided herein.
- 7) CONTRACTOR'S failure or refusal to comply with the provisions of this Paragraph shall result in the immediate termination of this Agreement by the CITY.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-393-7740, BRCITYCLERK@BOCARATON-FL.GOV, CITY HALL, CITY

**CLERK, 201 W. PALMETTO PARK ROAD, BOCA RATON, FL
33432.**

This provision shall survive the cancellation, termination, expiration, lapse, or suspension of this Agreement.

I. Public Entity Crimes.

By its execution of this Agreement, CONTRACTOR acknowledges that it has been informed by the CITY of, and is in compliance with, the terms of Section 287.133(2)(a), Florida Statutes, which read as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

J. Conflicts of Interest.

In addition to the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, CONTRACTOR is aware of and agrees that it will fully comply in all respects with the Palm Beach County Code of Ethics.

K. Substitution of Key Personnel.

CONTRACTOR has represented to CITY that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, CONTRACTOR may substitute other personnel of at least equal competence upon written approval of CITY. In the event that CITY and CONTRACTOR cannot agree as to the substitution of key personnel, CITY shall be entitled to terminate this Agreement for cause. As discussed below, any personnel of CONTRACTOR who fail or refuse to perform the Services in a manner acceptable to the CITY, or who are determined by the CITY to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services, or is a threat to the safety of persons or property, shall be promptly removed from performing the Work and Services by the CONTRACTOR at the request of the CITY.

The key personnel for performance of this Agreement are as follows: David De la Espriella.

L. City's Representative.

The CITY hereby designates the Bureau Commander for Special Services of the CITY's Police Services Department, or their designee, to act as its representative for the performance of this Agreement ("CITY's Representative"). The CITY's Representative shall have the power to act on behalf, and at the direction, the CITY for all purposes under this Agreement. CONTRACTOR shall not accept direction or orders from any person other than the CITY's Representative or their designee.

M. Contractor's Representative.

CONTRACTOR hereby designates Robert Liberman and David De la Espriella or their designee, to act as its representative for the performance of this Agreement ("CONTRACTOR's Representative"). CONTRACTOR's Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. The CONTRACTOR's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services.

N. Scrutinized Companies.

- 1) Pursuant to Section 287.135, Florida Statutes, CONTRACTOR is ineligible to enter into, or renew, this Agreement if CONTRACTOR is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.
- 2). By entering into this Agreement, CONTRACTOR certifies that CONTRACTOR is not on the Scrutinized Companies that Boycott Israel List, and that CONTRACTOR is not engaged in a boycott of Israel.
 - a) CONTRACTOR shall notify the CITY if, at any time during the term of this Agreement, CONTRACTOR is placed on the Scrutinized Companies that Boycott Israel List, or that CONTRACTOR is engaged in a boycott of Israel. Such notification shall be in writing and provided by CONTRACTOR to the CITY within ten (10) days of the date of such occurrence.
 - b) In the event the CITY determines, using credible information available to the public, that CONTRACTOR has submitted a false certification or CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the CITY may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against CONTRACTOR, pursuant to Section 287.135, Florida Statutes. In addition, the CITY may pursue any and all other legal remedies against CONTRACTOR.
 - c) CONTRACTOR shall not seek damages, fees, or costs against the CITY in the event the CITY terminates the Agreement pursuant to this paragraph.

- d) CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- e) As provided in Subsection 287.135(8), Florida Statutes, if federal or state law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

O. E-Verify Employment Eligibility.

By entering into this Agreement, the CONTRACTOR becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all new employees and requiring all subcontractors and subconsultants to provide an affidavit attesting that the subcontractor and subconsultant does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor/subconsultant knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the CONTRACTOR, the CONTRACTOR may not be awarded a public contract for a period of 1 year after the date of termination. Should CONTRACTOR violate the requirements of Section 448.095, Fla. Stat., they shall be liable for any additional costs incurred by the CITY as a result of the termination of the Agreement.

P. Entities of Foreign Countries of Concern.

Section 287.138, Florida Statutes, prohibits the CITY from entering in to a contract which would give access to an individual's personal identifying information to an entity with (a) a controlling interest (as that term is defined in sub-sections 287.138(1)(a) and (b), Florida Statutes), full ownership held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c), Florida Statutes), with a principal place of business in a Foreign Country of Concern, unless the entity provides the CITY with an affidavit, signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statute.

CONTRACTOR shall execute the Affidavit Regarding Entities of Foreign Countries of Concern, which is included in **Attachment "3"** hereto. The CITY reserves the right to terminate this Agreement in the event CONTRACTOR has provided a false certification or otherwise violates Section 287.138, Florida Statutes.

Q. Noncoercive Conduct For Labor.

CONTRACTOR shall comply with the requirements of Section 787.06(13), Florida Statutes, by having an officer or other authorized representative of CONTRACTOR execute the Affidavit Attesting To Noncoercive Conduct For Labor Or Service, which is attached hereto as **Attachment "4,"** which attests, under penalty of perjury, that it

does not use coercion for labor or services, as defined in Section 787.06, Florida Statutes.

R. Political Campaigns.

During the term of this Agreement, CONTRACTOR shall comply in all respects with any and all applicable provisions of the Florida Election Code, the Florida Code of Ethics, and the Palm Beach County Code of Ethics, as they relate to participation in or contributions to political campaigns for City elective office.

S. Compliance with Laws.

CONTRACTOR, and all of the Services it provides pursuant to this Agreement, must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement. CONTRACTOR agrees to provide to the CITY all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules, and regulations. CONTRACTOR's obligations under this Paragraph shall survive termination, cancellation, or expiration of this Agreement.

T. Severability.

CONTRACTOR and the CITY expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the parties) and the remainder of this Agreement, as amended, will remain binding upon the parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

U. Governing Law.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will exclusively be held in the Circuit Court of Palm Beach County, Florida. **THE PARTIES EXPRESSLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION BETWEEN THE PARTIES, WHICH IN ANY WAY ARISES OUT OF THIS AGREEMENT OR THE SERVICES.**

V. Headings.

The Paragraphs headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation hereof.

W. Survival of Terms.

Termination or expiration of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in this Agreement which the parties have expressly agreed shall survive any such termination, or that remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. All liabilities which have accrued prior to termination of this Agreement shall survive termination and be binding on the parties hereto.

X. Waiver.

No delay or omission by either party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by the CITY or CONTRACTOR must be in writing and signed by the other party (the party against which such waiver is sought). A waiver by either the CITY or CONTRACTOR of any of the covenants to be performed by the other party or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise.

Y. Force Majeure.

Non-performance by CONTRACTOR or the CITY shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason for a failure to perform ("Force Majeure"), provided that the non-conforming party gives prompt notice of such conditions to the other party and makes all reasonable efforts to perform, and the performing party agrees with the basis for non-performance. In the event the other party does not agree that the reasons for non-performance, the other party reserves the right to find the non-performing party in default of this Agreement and to avail themselves of all available remedies in law or equity.

Z. Entire Agreement.

This Agreement, including all Exhibits and Attachments referenced herein, constitutes the entire agreement with respect to the subject matter hereof and supersedes all previous written, and all previous or contemporaneous oral, negotiations, understandings, arrangements, and agreements. Unless expressly provided for otherwise in this Agreement, this Agreement may be amended only by a written amendment signed by both parties hereto.

AA. 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.

IN WITNESS WHEREOF, the City of Boca Raton, at a regular meeting thereof, by action of the City Council and directing the foregoing be adopted, has caused these presents to be signed by the City Manager, after execution by RedSpeed Florida, LLC (CONTRACTOR), and this agreement shall be effective as of the date of execution of this agreement by the City Manager.

CITY OF BOCA RATON

Attest:

Mary Siddons, City Clerk

Date: _____

By: _____

Name: George S. Brown
Title: City Manager

(Seal)

Approved as to Form and Legal Sufficiency
for the City

By: Jeffrey Shiffel, Esq.
City Attorney

REDSPEED FLORIDA, LLC

Attest:

By: _____
Corporate Secretary

Date: 4-14-25

By: Robert Liberman

Name: Robert Liberman

Title: CEO

President (or other duly authorized Officer)
(Attach Resolution/Bylaw of authorization if no
President)

(Affirm Corporate Seal)

(Seal)

Approved by City Council on _____, 20____, Item #_____

EXHIBIT "A"
[COOPERATIVE PURCHASE CONTRACT]



Southeast Florida Governmental Purchasing Cooperative Group

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to info@nigpsefl.org for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. 005-24

Description/Title: Speed Detection Camera System for School Zones

Initial Contract Term: Start Date: June 25th 2024 End Date: June 24, 2029

Renewal Terms of the Contract: 1 (No. of Renewals) Renewal Options for 5 year (Period of Time)

Renewal No. Start Date: _____ End Date: _____

Extension / Renewal Note: _____

SECTION #1

VENDOR AWARD

Vendor Name: RedSpeed Florida LLC

Vendor Address: 400 Eisenhower Lane North, Lombard, Illinois 60148

Contact: Greg Parks

Phone: 913-575-2912 Fax: _____

Cell/Pager: 913-575-2912 Email Address: Greg.Parks@redspeed.com

Website: _____ FEIN: 80-0218940

SECTION #2

AWARD/BACKGROUND INFORMATION

Award Date: June 12, 2024 Resolution/Agenda Item No.: 2024-020

Insurance Required: Yes X No _____

Performance Bond Required: Yes _____ No X

SECTION #3

LEAD AGENCY

Agency Name: City of Plantation

Agency Address: 400 NW 73 Avenue, Plantation FL

Agency Contact: Charles Spencer Email Espencer@Plantation.org

Telephone: 954-797-2647 Fax: _____

CITY OF PLANTATION



Plantation
the grass is greener*

AGREEMENT

Between

THE CITY OF PLANTATION

And

REDSPEED FLORIDA, LLC.

For

SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONE-
TERM CONTRACT

AGREEMENT NO. 005-24

**Agreement
By and Between
CITY OF PLANTATION
&
REDSPEED FLORIDA, LLC
For
SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES- TERM CONTRACT
AGREEMENT NO. 005-24**

1. PARTIES AND DATE.

This Agreement ("Agreement") is made and entered into this 25th day of June, 2024 by and between the CITY OF PLANTATION, a Florida Municipal Corporation with its principal place of business at 400 NW 73 AVENUE PLANTATION, FL 33317, ("City") and REDSPEED FLORIDA, LLC, a FLORIDA LIMITED LIABILITY COMPANY with its principal place of business at 400 EISENHOWER LANE NORTH, LOMBARD, IL 60148, ("RedSpeed"). City and RedSpeed are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 RedSpeed.

RedSpeed has the knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the "Speed Photo Enforcement System" (herein "SPE System") and authorized to do business in the State of Florida, and is familiar with the plans of the City.

2.2 Services

City desires to engage RedSpeed to provide a turnkey solution for "Speed Photo Enforcement System" (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement.

City desires to use the SPE System to monitor and enforce school zone speed, and to issue citations for traffic violations.

2.3 Procurement

Pursuant to City Code Sec. 2-220(b), the City sought formal competitive bids/proposals for the Services mentioned herein. These services were publicly solicited on the Demand Star website (City's electronic bidding platform).

The City competitive procurement process concluded that RedSpeed was the most advantageous firm to the City taking into consideration the evaluation factors and criteria set forth in the RFSP and successful negotiations.

The following Exhibits referenced herein are hereby incorporated into this Agreement- **Exhibit “A” Negotiated Scope of Services, Exhibit “B” Advertised Scope of Services, Exhibit “C” Addendum, Exhibit “D” documentation required by the City submitted by the RedSpeed during the solicitation period prior to negotiations, Exhibit “E”, Insurance Requirements, Exhibit “F” General Terms and Provisions, Exhibit “G” FBI CJIS Security Addendum.**

3. TERMS.

3.1 Scope of Services and Term.

A. General Scope of Services. RedSpeed shall furnish a turnkey solution for “Speed Photo Enforcement System” (herein “SPE System”) to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement (“Services”). The Services are more specifically described in **Exhibit “A”** attached hereto and incorporated herein by this reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules, and regulations. RedSpeed acknowledges that City may enter into agreements with other firms for services similar to the Services that are the subject of this Agreement or may have its own employees perform services similar to the Services.

B. Term. The term of this Agreement shall have an initial term of five (5) years commencing June 25th, 2024, expiring June 24th, 2029. In addition, the City reserves the right to extend this Agreement for one (1) additional five (5) year period, provided RedSpeed also agrees in writing to extension upon such terms as the City and RedSpeed agree.

4. RESPONSIBILITIES OF REDSPEED.

A. Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by RedSpeed or under its supervision. RedSpeed shall determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains RedSpeed on an independent contractor basis and not as an employee. RedSpeed retains the right to perform similar or different services for others during the Term. Any additional personnel performing the Services on behalf of RedSpeed shall also not be employees of City and shall at all times be under RedSpeed’s exclusive direction and control. RedSpeed shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services and as required by law. RedSpeed shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers’ compensation insurance.

B. Permits, Fees, and Licenses. RedSpeed shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

C. Control and Payment of Subcontractors. All work performed for RedSpeed by a Subcontractor or Supplier will be pursuant to an appropriate agreement between RedSpeed and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of this Agreement for the benefit of the City. RedSpeed shall be responsible for the payments to any Subcontractors, including any professional fees, or Suppliers and additional costs within 14 calendar days of City's payment to RedSpeed. The City shall not be responsible for any payments to Subcontractor or Suppliers. The City shall not be billed directly or indirectly for any fees or additional costs of the Subcontractor for the Project, except as otherwise provide for in **Exhibit "A"**.

D. Schedule of Services. RedSpeed shall perform the Services expeditiously, within the Term and in accordance with the agreed upon timelines. RedSpeed represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate RedSpeed's conformance with the Schedule, City shall respond to RedSpeed's submittals in a timely manner. Upon request of City, RedSpeed shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

E. Conformance to Applicable Requirements. All work prepared by RedSpeed shall be subject to the approval of City.

F. Substitution of Key Personnel. RedSpeed has represented to City that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, RedSpeed may substitute other personnel of at least equal competence upon written approval of City. In the event that City and RedSpeed cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the RedSpeed at the request of the City. The key personnel for performance of this Agreement are as follows:

Luke Hayman

Julio Silva

G. City's Representative. The City hereby designates Chief Administrative Officer, or their designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. RedSpeed shall not accept direction or orders from any person other than the City's Representative or their designee.

H. RedSpeed's Representative. RedSpeed hereby designates Robert Liberman, or their designee, to act as its representative for the performance of this Agreement ("RedSpeed's Representative"). RedSpeed's Representative shall have full authority to represent and act on behalf of the RedSpeed for all purposes under this Agreement.

The RedSpeed's Representative shall supervise and direct the Services, using their best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services.

I. Coordination of Services. RedSpeed agrees to work closely with City staff in the performance of Services and shall be available to City's staff, RedSpeed's and other staff at all reasonable times.

J. Standard of Care; Performance of Employees. RedSpeed shall perform all Services in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of Florida. RedSpeed represents and warrants that it is skilled in the professional calling necessary to perform the Services. RedSpeed represents and warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, RedSpeed represents and warrants that it, its employees, and Subcontractors have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services and that such licenses and approvals shall be maintained throughout the Term. As provided for in the indemnification provisions of this Agreement, RedSpeed shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the RedSpeed's failure to comply with the standard of care provided for herein. Any employee of the RedSpeed or its Subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the RedSpeed and shall not be re-employed to perform any of the Services or to work on the Project.

K. Excusable Delays. Neither Party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the Party or Parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a Party. Notwithstanding the foregoing, the City shall have no obligation to compensate RedSpeed for any Service that RedSpeed fails to perform, or otherwise has not performed.

L. Laws and Regulations; Employee/Labor Certifications. RedSpeed shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, and shall give all notices required by law. RedSpeed warrants that it shall perform the Services in compliance with all applicable Federal and Florida employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. RedSpeed shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of RedSpeed's performance under this Agreement. RedSpeed shall be liable for all violations of such laws and regulations in connection with the Services. If the RedSpeed performs any work knowing it to be contrary to such laws, rules and regulations and without giving written

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notice to the City, RedSpeed shall be solely responsible for all costs arising therefrom. RedSpeed shall defend, indemnify and hold City, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

i. Equal Opportunity Employment. RedSpeed represents and warrants that it is an equal opportunity employer and it shall not discriminate against any SubRedSpeed, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

M. Insurance.

i. Time for Compliance. RedSpeed shall not commence Services until it has provided evidence satisfactory to the City that it has secured all insurance pursuant to **Exhibit E**. In addition, RedSpeed shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the SubRedSpeed has secured all insurance pursuant to **Exhibit E**.

N. Safety. RedSpeed shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the RedSpeed shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

O. Accounting Records. RedSpeed shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. RedSpeed shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. RedSpeed shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of 3 years from the date of final payment under this Agreement.

5. FEES AND PAYMENTS.

A. 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, Rekor (or other major brand ALPR provider) 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:

B. During any term of the Agreement, the City 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).

C. Payment of Compensation. City shall review all invoices and pay all approved charges thereon consistent with Section 218.73, Florida Statutes, as amended.

D. Reimbursement for Expenses. 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 RedSpeed Responsibilities. Additionally, RedSpeed shall not be reimbursed for any expenses unless authorized in writing by City.

E. Extra Work. At any time during the Term, City may request that RedSpeed perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the time of execution of this Agreement. RedSpeed shall not perform, nor be compensated for, Extra Work without written authorization from the City.

F. Consideration Adequate. The Parties acknowledge that there is adequate consideration to enforce each and every provision of this Agreement.

6. TERMINATION OF AGREEMENT.

A. For Convenience. City may, by written notice to RedSpeed, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 30 calendar days before the effective date of such termination. Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. RedSpeed may not terminate this Agreement except for cause. The City may terminate this Agreement for convenience even if RedSpeed avails itself of the Dispute Resolution process set forth below in subsection 8C.

B. For Cause. City may, by written notice to RedSpeed, terminate the whole or any part of this Agreement at any time and with cause by giving written notice to RedSpeed of such termination, and specifying the effective date thereof, at least 21 calendar days before the effective date of such termination. The City may, but is not obligated to, provide RedSpeed with an opportunity to cure any breach prior to the effective date of any termination for cause. The RedSpeed may not terminate this Agreement except upon a breach by the City, which is not cured upon 21 calendar days' notice to City. In case of the RedSpeed's termination for cause, the RedSpeed shall be paid for Services satisfactorily provided to such termination date, less any setoffs or adjustments City may claim arising out of the RedSpeed's breach, the remaining unperformed parts of this Agreement, and for that portion (if any) of the RedSpeed's performance which is unsatisfactory (the intent being that the RedSpeed be paid what is just and equitable compensation for the RedSpeed's performance of Services rendered to the satisfaction of the City). Upon termination, RedSpeed shall be compensated only for those Services which have been adequately rendered to City, and RedSpeed shall be entitled to no further compensation. Should the RedSpeed avail itself of the Dispute Resolution process set forth below in subsection 3.6C, then the City may not terminate this Agreement for Cause until the conclusion of the Dispute Resolution process.

C. Mutual Termination. This Agreement may also be terminated by mutual written agreement at any time and under any terms.

D. Effect of Termination. If this Agreement is terminated as provided herein, City may require RedSpeed to provide all finished or unfinished Documents and Data and other information of any kind prepared by RedSpeed in connection with the performance of Services. RedSpeed shall be required to provide such documents and other information within 21 calendar days of the request. RedSpeed would timely remove all equipment within 60 calendar days from the date of the termination.

E. Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data in any form, which are prepared or caused to be prepared by RedSpeed under this Agreement ("Documents & Data"). All Documents & Data shall be and remains the property of City, and shall not be used in whole or in substantial part by RedSpeed on other projects without the City's express written permission. Within 21 calendar days following the completion, suspension, abandonment or termination of this Agreement, RedSpeed shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the RedSpeed is entitled under the termination provisions of this Agreement, RedSpeed shall provide all Documents & Data to City upon payment of the undisputed amount. RedSpeed shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, RedSpeed shall retain copies of all Documents & Data on file for a minimum of 15 years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, RedSpeed shall notify City and provide City with the opportunity to obtain the Documents & Data.

B. Subcontractor. RedSpeed shall require all Subcontractor to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the Subcontractor prepares under this Agreement. RedSpeed represents and warrants that RedSpeed has the legal right to license any and all Documents & Data. RedSpeed makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than RedSpeed or its Subcontractor, or those provided to RedSpeed by the City.

C. Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of RedSpeed shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall

remove the RedSpeed's seal from the Documents & Data. RedSpeed shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. RedSpeed shall not be responsible or liable for any revisions to the Documents & Data made by any party other than RedSpeed, a party for whom the RedSpeed is legally responsible or liable, or anyone approved by the RedSpeed.

D. Indemnification. RedSpeed shall defend, indemnify and hold the City, its, officials, officers, employees, volunteers, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.

E. Confidentiality. To the maximum extent permitted by law, all Documents & Data, either created by or provided to RedSpeed in connection with the performance of this Agreement, shall be held confidential by RedSpeed. All Documents & Data shall not, without the prior written consent of City, be used or reproduced by RedSpeed for any purposes other than the performance of the Services. To the maximum extent permitted by law, RedSpeed shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to RedSpeed that is otherwise known to RedSpeed or is generally known, or has become known, to the related industry shall be deemed confidential. RedSpeed shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

(Space intentionally left blank)

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:

Mayor
400 NW 73rd Avenue
Plantation, FL 33317

With copies to:

Chief Administrative Officer
400 NW 73rd Avenue
Plantation, FL 33317

Procurement Director
400 NW 73rd Avenue
Plantation, FL 33317

City Attorney
Goren Cheroft, 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.

B. Indemnification.

i. Scope of Indemnity. To the fullest extent permitted by law, RedSpeed shall defend, indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of RedSpeed, its officials, officers, employees, subcontractors, RedSpeeds or agents in connection with the performance of the RedSpeed's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorney's fees and other related costs and expenses, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the RedSpeed and other persons employed or utilized by the RedSpeed in the performance of this Agreement. The performance of this Agreement (including any amendments thereto) by RedSpeed, its employees, agents, representatives or subcontractor; or (ii) The failure of RedSpeed, its employees, agents, representatives or subcontractors to comply and conform with applicable Laws (as defined herein); or (iii) Any negligent act or omission of the RedSpeed, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the RedSpeeds, its employees, agents, representatives or subcontractors, 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 the RedSpeed, its employees, agents, representatives, or subcontractors; or (v) RedSpeed's 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).

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

iii. Nothing contained herein is intended nor shall it be construed to waive the City's rights and immunities under the common law or Florida Statute §768.28 as amended from time to time. 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 City's favor. Notwithstanding any other provision of this Agreement to which it is applicable, City shall not be liable or responsible to RedSpeed beyond the monetary limits and amounts specified in Ch. 768.28, Fla. Stat., regardless of whether said liability be based in tort, contract, indemnity or otherwise; and in no event shall City be liable to RedSpeed for punitive or

exemplary damages or for lost profits or consequential damages.

iv. The provisions of these paragraph(s) are independent of, and will not be limited by, any insurance required to be obtained by RedSpeed pursuant to this Agreement or otherwise obtained by RedSpeed, and the provisions of these paragraphs 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.

v. Program legal challenges. RedSpeed agrees to defend the City and the camera program from legal challenges. To the extent the City and RedSpeed's interests are the same there shall be a common defense with an agreeable law firm experienced in government and municipal law. If it is determined that the City requires its own representation, RedSpeed will pay reasonable defense costs for the City. 'Reasonable defense costs' shall include reasonable attorney's fees, court costs, expert witness fees, and other customary expenses, but shall not include judgments, fines, or penalties assessed against the City, or the costs of any appeals pursued at the City's sole discretion without RedSpeed's consent.

C. Dispute Resolution

i. In the event that any dispute between the City and the RedSpeed concerning questions or issues arising under this Agreement that have not been resolved, a request for dispute resolution shall be submitted by the RedSpeed to the City for determination. Request for such determination shall be made in writing. The City's decision may be reached in accordance with assistance, as it may deem reasonably necessary or desirable. The City's decision shall be rendered in writing no more than 30 calendar days after receipt of a fully documented (to the extent that such documents are within the control of the RedSpeed) request for a determination. The decision shall be conclusive, final, and binding on all Parties, unless the RedSpeed shall seek a judicial determination in accordance with the provisions set forth below in subsection 8 D.

ii. No later than 10 calendar Days after the RedSpeed's receipt of the City's determination, the RedSpeed shall respond to the City in writing, either accepting the determination or stating the RedSpeed's factual or legal objection to the determination. If the RedSpeed's response is an objection, the City shall respond in writing to the objection within 10 calendar days after receipt. No further response by either Party shall be required. Thereafter, the RedSpeed may seek a judicial determination of the dispute. In the event that the RedSpeed intends to seek judicial determination of a matter decided by the City, the RedSpeed shall notify the City of its intent to do so within 10 calendar days of the City's final decision.

iii. If required by City, the RedSpeed shall continue to perform the Services required under this Agreement during this resolution period, including any judicial resolution. The City's written determination shall be complied with pending final resolution, including judicial, of the dispute. If the RedSpeed complies with the City's written determination, the City shall continue to perform under this Agreement and make all payments due (other than those or the portions of payments in dispute, if any) during the resolution period. This payment provision shall not apply in the event that the RedSpeed fails to submit a dispute to the City as required by this subsection. The continued performance of this Agreement by either Party shall not constitute an admission as to any factual or legal position in connection with the dispute, or a waiver of its rights under this Agreement or at Law.

D. Governing Law; Judicial Review; Venue. This Agreement shall be governed by the laws of the State of Florida and venue shall be in 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 Broward or the Federal District Court with subject matter jurisdiction and encompassing the County of 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.

E. Time of Essence. Time is of the essence for each and every provision of this Agreement.

F. CJIS Security Policy:

- Vendors/Contractors Private vendors which, under contract with the Contracting Government Agency (CGA), are permitted access to information systems that process CJIS, shall abide by all aspects of the FBI CJIS Security Addendum. a. Any contract between the Contracting Government Agency (CGA) and a vendor permitted such access shall incorporate the FBI CJIS Security Addendum to ensure adequate security of CJIS.
- RedSpeed must maintain a security program for managing access to customer data particularly CJIS information which will include:
 - A preemployment background check;
 - Security training required by Federal CJIS regulations; and
 - Criminal background checks/fingerprints required by Federal or State regulations. RedSpeed will work with the City to provide reasonably required documentation (such as the CJIS Security Addendum Certification form, Exhibit "G"). If required by the City, RedSpeed will provide paper fingerprint cards for security approved personnel with the fingerprinting performed in the state of the RedSpeed staff's job assignment location. This provision will apply during the installation of the Project and for the duration of the City's General Services Agreement.

G. City's Right to Employ Other Contractors. City reserves right employ other Contractors in connection with this Project.

H. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

I. Assignment or Transfer. RedSpeed shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

J. Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to RedSpeed include all personnel, employees, agents, and Subcontractors of RedSpeed, except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

K. Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

L. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

M. No Third-Party Beneficiaries. Except to the extent expressly provided for in this subsection, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties. The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter "Districts", all of which have the power to execute contracts, and all of which are served by City personnel for the purpose of Administration. Such Districts shall be intended third Party beneficiaries and shall be able to enforce the terms hereof for any Serves provided on behalf of the Districts.

N. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

O. Prohibited Interests. RedSpeed warrants and represents that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Agreement or the compensation to be paid under it, and further, that no City employee who acts in the City as a "purchasing agent" as defined by §112.312(20), Florida Statutes, as amended, nor any elected or appointed officer of the City, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer, director, or proprietor of the RedSpeeds, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the RedSpeeds. Material interest means direct or indirect ownership of more than Five Percent (5%) of the total assets or capital stock of the RedSpeeds.

P. Conflicts of Interest. RedSpeed covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has

any personal financial interests, direct or indirect, with City. RedSpeed further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of RedSpeed or its employees, must be disclosed in writing to City. RedSpeed is aware of the conflict of interest laws of the State of Florida, Chapter 112, Florida Statutes, as amended, and agrees that it will fully comply in all respects with the terms of said laws. RedSpeed warrants that it has not employed or retained any person employed by City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by City any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon of resulting from the award of this privilege.

Q. Convicted Vendor List. RedSpeed represents to City that it is not a person or affiliate as defined in §287.133, Florida Statutes, as amended, which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. RedSpeed acknowledges and agrees that it may not submit a bid on a contract to provide any goods or services to the City, may not submit a bid on a contract with the City for the construction or repair of any public building or public work, may not submit bids on leases of real property with the City, may not be awarded an opportunity to perform work as a RedSpeed, supplier, Subcontractor or RedSpeed under a contract with the City, and may not transact business with the City in an amount set forth in §287.017, Florida Statutes, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

R. Contract Utilization Clause. The parties agree that other governmental entities shall be permitted to access and utilize the terms, conditions, and pricing set forth in this Agreement as third-party beneficiaries. Any such governmental entity may enter into its own contract with RedSpeed based on the terms, conditions, and pricing of this Agreement, subject to any applicable modifications or negotiations between the governmental entity and RedSpeed. The City of Plantation shall not be responsible for any obligations, performance, or liabilities associated with contracts entered into by other governmental entities pursuant to this clause. RedSpeed agrees to extend the same terms, conditions, and pricing to other governmental entities in Florida, subject to any modifications mutually agreed upon between RedSpeed and the respective governmental entity.

S. Southeast Florida Governmental Cooperative Purchasing Group, Participating Agencies:

- Named Agencies:
 - City of Coconut Creek
 - City of Delray Beach
 - City of Miami Shores
 - City of Doral
- Other Southeast Florida Governmental Purchasing Cooperative Group members may participate in this contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.

- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Firm(s) as a result of this procurement action.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Firm(s) awarded this contract, and issue its own tax exemption certificates as required by the Firm.

T. Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

U. Authority to Enter Agreement. RedSpeed has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

V. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original, and it shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

W. Entire Agreement. This Agreement contains the entire Agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both Parties

(Space intentionally left blank)

IN WITNESS WHEREOF, CITY OF PLANTATION AND REDSPEED FLORIDA, LLC. have signed this Agreement in duplicate. One counterpart each has been delivered to the City and RedSpeed.

Attest: April Beggerow
April Beggerow, City Clerk



CITY OF PLANTATION

By: Nick Sortal
Nick Sortal, Mayor

As to legal form: Kerry L. Ezrol
Kerry L. Ezrol, City Attorney

As to Procurement: Charles Spencer
Charles Spencer, Procurement Director

Witness: John Recorell

Typed name of Witness

Witness: Kristina Pace

Kristina Pace

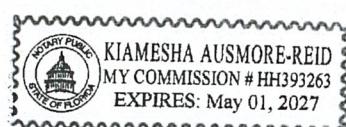
Typed name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 25 day of June, 2024, by Nick Sortal, as Mayor of the City of Plantation, a Florida municipal corporation, on behalf of the municipal corporation. He is personally known to me or has produced _____ as identification.

My commission expires: May 1, 2027

K. S. Reid
NOTARY PUBLIC
Admin FEST II



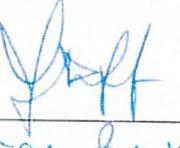
Signed, Sealed in the presence of:

REDSPEED FLORIDA, LLC.
a Florida Limited Liability Company

Witness: 

Vanessa Terres

Typed name of Witness

Witness: 

Yostia Rancewoff

Typed name of Witness

STATE OF FLORIDA

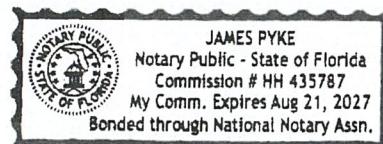
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th of May, 2024 (date) by Robert Liberman, as Manager of REDSPEED FLORIDA, LLC, a Florida Limited Liability Company, on behalf of the company. They are personally known to me or who has produced a FL Drivers License (type of identification) as identification.

My commission expires: August 21, 2027



NOTARY PUBLIC



ATTACHMENT "1"

[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 guide-way, 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 City’s police department or other City 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 City’s Code of Ordinances, as may be amended from time to time.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

SECTION 1.

CONTRACTOR SCOPE OF WORK

1. CONTRACTOR agrees to provide a turnkey solution for SPE Systems to City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of CONTRACTOR, except for those items identified in Section 2 titled "CITY Scope of Work". CONTRACTOR and CITY 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 CITY, unless otherwise specified, CITY shall not charge CONTRACTOR for the cost. All other in-scope work, external to CITY, is the responsibility of CONTRACTOR.
2. CONTRACTOR 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. CONTRACTOR will install SPE Systems at several intersections, school zone areas or grade crossing approaches after completion of site analyses at the CITY's discretion. 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. CONTRACTOR will not remove any systems, unless directed by the CITY. If termination provision within the Agreement is exercised CONTRACTOR shall remove all equipment and restore property to original condition or better within 60 days after the termination of this agreement.
4. CONTRACTOR will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
5. CONTRACTOR 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. CONTRACTOR will ensure that the website meets all current ADA requirements as may be amended from time to time.
6. CONTRACTOR 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. CONTRACTOR shall also conduct annual calibrations as required by Florida Statutes.
7. CONTRACTOR shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) hours of determination of a malfunction. No device shall be non-functional for more than five (5) calendar days. CONTRACTOR shall provide CITY with reports that measure down time.

CONTRACTOR will ensure that while the system is malfunctioning, no violations will be captured or, if captured, violations will be discarded and not submitted to review by CITY.

8. CONTRACTOR shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of CITY internet connections or infrastructure are excluded from this service level.
9. CONTRACTOR will establish a demand deposit account bearing the title, "RedSpeed Florida LLC as agent for The City of Plantation at CIBC Bank." All funds collected on behalf of CITY, excluding CONTRACTOR's weekly fees and any fees (i.e. credit card) 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 CITY's primary deposit bank. CITY will identify the account to receive funds wired from First Midwest Bank. CITY shall sign a W-9 and blocked account agreement, to be completed by CITY, to ensure CITY's financial interest in said bank account is preserved.
10. CONTRACTOR will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach/ provide all signage in accordance with State Statutes as may be amended/FDOT criteria.
11. CONTRACTOR or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
12. CONTRACTOR shall assign a project manager who will be the liaison between CITY and CONTRACTOR and will be responsible for project activities such as development of a project plan and tracking of deliverables. CITY shall reserve the right to request a new project manager.
13. CONTRACTOR shall provide CITY 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. CONTRACTOR shall provide the Traffic Enforcement Officer with access to RedCheck, for the purposes 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. CONTRACTOR shall obtain in-state vehicle registration information necessary to issue citations if it is named as CITY's agent.
18. CONTRACTOR shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for CITY.

19. If CITY is unable to or does not desire to integrate CONTRACTOR data into its adjudication system, CONTRACTOR 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. CONTRACTOR shall provide to CITY access to RedCheck system, which provides CITY with ability to run and print all standard system reports.
21. If required by CITY, CONTRACTOR shall, at CONTRACTOR's expense, provide and train CITY 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 CITY or its authorized agent(s), CONTRACTOR will provide CITY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, CONTRACTOR shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. CONTRACTOR shall bear the cost to replace or repair equipment damaged in all other circumstances.
23. CONTRACTOR shall provide a toll-free, CITY-specific help line to help CITY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.
 - 23a. Call Center is for the violator and helpline is for the CITY. The assigned project manager is available as needed and we will provide cell phone number for emergency contact.
24. CONTRACTOR 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 CONTRACTOR payment website(s).
26. CONTRACTOR shall provide CITY with a warning period consistent with State law. To include but may not be limited, Multi-language PSA, FAQ, Clip Art as needed, printed handouts / posters as needed, social media assistance, PR firm availability.
27. CONTRACTOR shall provide authorized City users 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 CITY.
28. CITY will have real-time access to violation and camera data.
29. CONTRACTOR at the direction of the CITY will install and maintain any required signage including flashers.

30. CONTRACTOR will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between CONTRACTOR and CITY.
31. CONTRACTOR shall provide/build custom reports for the CITY at no cost.
32. CONTRACTOR shall adjust enforcement schedule (calendar) within the same day following City's approval.
33. CONTRACTOR 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 herein. CONTRACTOR shall not be reimbursed for any expenses unless authorized in writing by CITY.

THIS SECTION WAS INTENTIONALLY LEFT BLANK

SECTION 2.

CITY'S SCOPE OF WORK

1. Within seven (7) business days of execution of the Agreement, CITY shall provide CONTRACTOR with the name and contact information for a project manager with authority to coordinate CITY responsibilities under the Agreement.
2. Within seven (7) business days of the Agreement, CITY shall provide CONTRACTOR 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, CITY shall provide CONTRACTOR with the name(s), contact information, and electronic signature(s) of all Traffic Enforcement Officers authorized by CITY's police department to approve and issue Notices of Violation.
4. CITY 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 CITY's facility or by appointment with the Police Department.
6. CITY shall endeavor to approve or reject CONTRACTOR submitted plans within seven (7) business days of receipt. CONTRACTOR and CITY will endeavor to approve the plans in a timely manner.
7. CITY will endeavor to issue all needed permits to CONTRACTOR and its subcontractors in an expedited fashion for plan approval.
8. If use of private property right of way is needed, CITY shall assist CONTRACTOR 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 CONTRACTOR. CONTRACTOR reserves the right to not install on private property if the costs are unreasonable.
9. CITY may allow CONTRACTOR to build needed infrastructure in existing CITY owned right of way as necessary and only after required permits have been approved. CONTRACTOR shall receive approval for infrastructure located within Palm Beach County and FDOT jurisdiction.
10. CITY's Traffic Enforcement Officer(s) will endeavor process each potential violation in accordance with State Law and/or CITY's Ordinances within five (5) days (excluding Saturday, Sunday and CITY 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 CONTRACTOR.
13. CITY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. CITY may refer citizens with questions regarding CONTRACTOR or SPE System technology and processes to websites and/or toll-free telephone numbers provided by CONTRACTOR for that purpose.
 - 13a. Should the CITY receive direct inquiries they will forward citizen inquiries to red speed's call center and/or refer them to the website secure.speedviolation.com.
14. If remote access to a CONTRACTOR SPE System is blocked by CITY's network security infrastructure, CITY's Technology Consultant shall coordinate with CONTRACTOR to facilitate appropriate communications while maintaining required security measures.
15. CITY shall at all time maintain a list of school and school zone hours and shall inform CONTRACTOR of all times for each Zone. CITY shall maintain and update this list, and shall be responsible for ensuring the accuracy of any citation issued against the corresponding time.
16. CITY shall maintain a School Zone calendar and shall notify CONTRACTOR as soon as practical before a change of scheduled enforcement (I.e. short days, no in-person instruction days, closings, etc).
17. CITY shall ensure that cameras in CITY maintained right of ways shall remain free of obstructions from other roadway infrastructure and foliage.

END OF SECTION

ATTACHMENT "2"
INSURANCE REQUIREMENTS

Statement

CONTRACTOR shall not commence any work until they have obtained and satisfied the CITY's insurance requirements under written contract with the CITY and such insurance has been approved by the CITY's Risk Management Department. CONTRACTOR shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "A-" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this Agreement.

Insurance

The required insurance coverages shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

CONTRACTOR shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the CONTRACTOR fails to procure and maintain such insurance, the CITY shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the CONTRACTOR, and the CONTRACTOR will pay the premium cost thereof and shall furnish all necessary information to the CITY in order to make effective and maintain such insurance.

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Boca Raton "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Lessees have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors "**Your Work**" as defined in the insurance policy and liability arising out of the products & completed operations hazard.

Commercial General Liability

CONTRACTOR will agree to maintain Commercial General Liability at a minimum limit of liability not less than **\$1,000,000** Each Occurrence, and **\$2,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the CITY reserves the right, but not the obligation, to review and request a copy of CONTRACTOR's most recent annual report or audited financial statement.

Business Automobile Liability

CONTRACTOR will agree to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event CONTRACTOR does not own automobiles, CONTRACTOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

Umbrella Excess Liability

If required by contract will be no more restricted than the underlying insurance policies. City of Boca Raton must be added and endorsed separately as additional insured on umbrella policies.

Professional Liability

If required by contract will be a minimum of 1,000,000.

Waiver of Subrogation

The CONTRACTOR will agree that each required policy will contain Waivers of Subrogation in favor the CITY. Should an insurance policy condition **not** permit CONTRACTOR to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance

The CONTRACTOR will agree to provide CITY a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty (30) days to notify, when available by CONTRACTOR's insurer. If the CONTRACTOR receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, CONTRACTOR agrees to notify the CITY by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

INSURANCE

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

<u>Schedule</u>	<u>Limits</u>
Commercial General Liability	\$1,000,000 Each Occurrence
Blanket Contractual Liability	\$2,000,000 Each Occurrence
Independent Contractors	Premises-Operations
Products & Completed Operations	Personal /Advertising Injury
Blanket Contractual Liability	Independent Contractors
Automobile Liability	
Any auto including Hired & Non-owned	\$1,000,000 Combined Single Limit
Broad Form Property Damage	\$1,000,000 Each Occurrence
Blanket X, C, U Hazards	If required (Included)
Workers' Compensation	Florida 440 Statutory Coverage
Employers Liability	\$1,000,000 Each Accident
Disease Policy Limit	\$1,000,000

ATTACHMENT "3"

AFFIDAVIT REGARDING ENTITIES OF FOREIGN COUNTRIES OF CONCERN

RedSpeed Florida, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its principal place of business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Printed Name: Robert Liberman

Title: CEO

Signature: Robert Liberman

Date: 4-14-25

STATE OF Florida

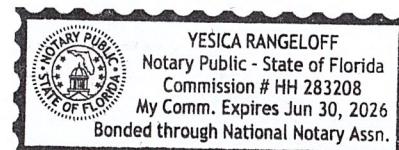
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12th day of April, 2025, by ROBERT LIBERMAN (name of person acknowledging) as CEO (type of authority (e.g. officer, trustee, attorney in fact) for RedSpeed Florida LLC

Notary Public
State of Florida

My Commission Expires: 06/30/26

My Commission Number: HH 283208



ATTACHMENT "4"

AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES

As a nongovernmental entity executing, renewing, or extending a contract with a government entity, CONTRACTOR is required to provide an affidavit under penalty of perjury attesting that CONTRACTOR does not use coercion for labor or services in accordance with Section 787.06(13), Florida Statutes.

As defined in Section 787.06(2)(a), Florida Statutes, coercion means:

1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As an officer or other authorized representative of CONTRACTOR authorized to sign on behalf of CONTRACTOR, I certify that CONTRACTOR does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

RedSpeed Florida, LLC

By: Robert Liberman

Name: Robert Liberman

Title: CEO

STATE OF Florida

COUNTY OF Broward

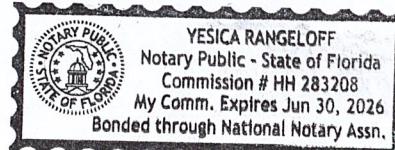
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of April, 2025, by Robert Liberman (name of person acknowledging) as CEO (type of authority (e.g. officer, trustee, attorney in fact) for RedSpeed Florida LLC

YSPF
Notary Public

State of Florida

My Commission Expires: 06/30/26

My Commission Number: HH 283208



ATTACHMENT "5"
[FBI CJIS ADDENDUM]

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

- 4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.
- 4.02 Security violations can justify termination of the appended agreement.
- 4.03 Upon notification, the FBI reserves the right to:
 - a. Investigate or decline to investigate any report of unauthorized use;
 - b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Robert Liberman / Robert Liberman

Printed Name/Signature of Contractor Employee

4-14-25

Date

Robert Liberman / Robert Liberman

Printed Name/Signature of Contractor Representative

4-14-25

Date

RedSpeed Florida LLC, CEO

Organization and Title of Contractor Representative



REDSILL-01

AJOHNSON

DATE (MM/DD/YYYY)

4/14/2025

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amy Johnson	
	PHONE (A/C, No, Ext): (312) 595-8153	FAX (A/C, No):
INSURED	E-MAIL ADDRESS: amy.johnson@alliant.com	
	INSURER(S) AFFORDING COVERAGE	
INSURER A: American Zurich Insurance Company		NAIC # 40142
INSURER B: American Guarantee and Liability Insurance Company		26247
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

Redspeed Florida, LLC
450 Eisenhower Lane North
Lombard, IL 60148

COVERAGEs		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X	X	CPO 6899538 - 01	10/9/2024 10/9/2025	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
B	GEN'L AGGREGATE LIMIT APPLIES PER:	X	X	CPO 6899538 - 01	10/9/2024 10/9/2025	MED EXP (Any one person) \$ 10,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
B	OTHER:	X	X	AUC 6943723-01	10/9/2024 10/9/2025	GENERAL AGGREGATE \$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	UMBRELLA LIAB	X	X	WC 6899539 - 01	10/9/2024 10/9/2025	Per Loc Agg \$ 4,000,000
	EXCESS LIAB					CLAIMS-MADE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	WC 6899539 - 01	10/9/2024 10/9/2025	BODILY INJURY (Per person) \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The following are additional insured on the General Liability policy if required by written contract with a Named Insured:

CERTIFICATE HOLDER

CANCELLATION

City of Boca Raton - Public Works & Engineering
Attn: Jon'Nae Dixon
2500 NW 1st Ave
Boca Raton, FL 33431

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos:**

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a. of Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
CPO 6899538 - 01	10/09/2024	10/09/2025	10/09/2024	24288000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Redspeed Illinois LLC

Address (including ZIP Code): 450 Eisenhower Lane North
Lombard, IL 60148

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

X. Unintentional Failure to Disclose All Hazards

Paragraph **6. Representations** of Section IV – Commercial General Liability Conditions is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

Y. Waiver of Right of Subrogation

Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Commercial General Liability Conditions is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Z. Liberalization Condition

The following condition is added to Section IV – Commercial General Liability Conditions:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/09/2024 Policy No. WC 6899539 - 01

Endorsement No.

Insured Redspeed Illinois LLC

Premium \$

Insurance Company American Zurich Insurance Company

Countersigned by _____

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos:**

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. "Loss"; or
5. Destruction.

2. The following is added to the Paragraph A. Coverage Provision of the **Physical Damage Coverage Section:**

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph a. of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".



Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
CPO 6899538 - 01	10/09/2024	10/09/2025	10/09/2024	24288000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Redspeed Illinois LLC

Address (including ZIP Code): 450 Eisenhower Lane North
Lombard, IL 60148

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. The following is added to Paragraph 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

(c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

X. Unintentional Failure to Disclose All Hazards

Paragraph 6. **Representations** of Section IV – Commercial General Liability Conditions is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

Y. Waiver of Right of Subrogation

Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Commercial General Liability Conditions is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Z. Liberalization Condition

The following condition is added to Section IV – Commercial General Liability Conditions:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms, conditions, provisions and exclusions of this policy remain the same.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10/09/2024 Policy No. WC 6899539 - 01

Endorsement No.

Insured Redspeed Illinois LLC

Premium \$

Insurance Company American Zurich Insurance Company

Countersigned by _____