

PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT (the “Agreement”) made this Day of , 2026, (herein the “Commencement Date”), between **RedSpeed Florida LLC**, a Florida Limited Liability Company (herein “REDSPEED”), with its principal place of business at 400 Eisenhower Lane North, Lombard, IL 60148, and **City of New Port Richey**, a political subdivision authorized and created by the State of Florida (herein “CITY”), with principal offices at 5919 Main St, New Port Richey, FL 34652.

WITNESSETH:

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the “Speed Photo Enforcement System” (herein “SPE System”) and the “Red Light Enforcement System” (herein “RLE System”); and

WHEREAS, CITY desires to use the SPE System to monitor and enforce school zone speed and the RLE System to monitor and enforce red light violations, and to issue citations for such traffic violations; and

WHEREAS, on or about June 1 2023, the Governor of the State of Florida signed HB 657 into law, resulting in Laws of Florida 2023-174; and

WHEREAS, the Laws of Florida 2023-174 expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Chapter 316 of the Florida Statutes; and

WHEREAS, Florida Statutes also authorize municipalities to use traffic infraction detectors to enforce red light violations pursuant to Chapter 316, Florida Statutes; and

WHEREAS, the CITY issued Request for Proposal (RFP) 25-020 for a combined Red Light and Speed Photo Enforcement Program, and REDSPEED submitted a responsive proposal and has been determined by CITY to be the most highly qualified firm to provide the CITY with said services; and

WHEREAS, prior to initiating a camera program the CITY’s City Council has adopted or will adopt an ordinance, which authorizes CITY’s Traffic Safety Camera Program (“TSCP”) covering both SPE Systems and RLE Systems and provides for the implementation and operation of such program by REDSPEED, as agent of CITY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REDSPEED and CITY agree that the Agreement shall be as provided herein:

TERMS AND CONDITIONS

1. 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 an SPE System or RLE 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 an SPE System or RLE System and establishing a time sequence of the Motor Vehicle committing a Violation.
- **“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.
- **“Red Light Enforcement System”** (herein “RLE System”) means an electronic system that combines vehicle detection and digital imaging technology with a complete turnkey program to capture recorded images of Motor Vehicles committing red light violations.
- **“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.
- **“Unamortized Costs”** means the historical cost of a fixed asset less the total depreciation shown against that asset up to a specified date. Unamortized costs for this Agreement may include, but are not limited to, design/engineering plans, camera foundation construction and installation, restoration of camera location to its original condition and cost of equipment.
- **“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.

2. REDSPEED AGREES TO PROVIDE:

The scope of work identified in “Exhibit A, Section 1” and “Exhibit A, Section 3”.

3. CITY AGREES TO PROVIDE:

The scope of work identified in “Exhibit A, Section 2”.

4. SERVICE FEES:

The service fee schedule identified in “Exhibit B”.

5. TERM AND TERMINATION:

This Agreement shall be effective on the Commencement Date. The term of this Agreement shall be for sixty (60) months beginning on the first day of the month following the first issued Notice of Violation (the “Start Date”) of the last camera installed and shall be automatically extended for five (5) additional one (1) year periods. However, CITY may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement sixty (60) days prior to the expiration of the current term.

REDSPEED’s services may be terminated:

- a. By mutual written consent of the parties.
- b. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement and the defaulting party fails to cure the default within thirty (30) days after receiving written notice. The terminating party must provide written notice to the other party of its intent to terminate and state with reasonable specificity the grounds for termination.
- c. For convenience, by either party in the event that state legislation or a decision by a court of competent jurisdiction prohibits the deployment or stays the enforcement of the SPE Systems or RLE Systems that are the subject of this Agreement. To the extent it becomes necessary, the Parties to this Agreement acknowledge that this agreement shall be tolled during the time it takes to determine legal challenges.
- d. For convenience of CITY. CITY reserves the right to terminate by giving written notice to REDSPEED sixty (60) days prior to the effective date of such termination. If CITY elects to terminate the agreement under this subsection during the first twelve (12) months of the initial contract term, CITY shall pay termination costs related to RedSpeed’s unamortized costs.

Upon termination of this Agreement, either for breach or because it has reached the end of its term or as a result of giving an early termination notice, the parties recognize that CITY will have to process traffic law violations that occur prior to the notice of termination of the Agreement and that REDSPEED must assist CITY in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the winddown period: CITY shall cease using the Systems, shall return or allow REDSPEED to recover all provided equipment within a reasonable time not to exceed ninety (90) days, and shall not generate further images to be processed. Unless directed by CITY not to do so, REDSPEED shall continue to process all images taken by CITY before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees specified in the Agreement as if the Agreement were still in effect.

REDSPEED shall provide CITY with all revenues owed to CITY accruing prior to the date of

termination and REDSPEED shall be entitled to its fees pursuant to this Agreement, from said accrued revenues provided to CITY.

6. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that CITY hereby acknowledges and agrees that delivery and performance of REDSPEED's duties pursuant to this Agreement shall require a significant investment by REDSPEED, and that in order to finance such investment, REDSPEED may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. CITY hereby agrees that REDSPEED shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without CITY's prior written approval, so long as CITY is notified by any such third party of any default by REDSPEED under such financing arrangement. CITY further acknowledges and agrees that in the event that REDSPEED provides any such acknowledgment or consent to CITY for execution, which provides for notice to CITY of any REDSPEED default thereunder, which shall also constitute a default under this Agreement, CITY'S approval of such financing shall not be unreasonably withheld. City shall have fifteen (15) calendar days to review and approve any such acknowledgement.

7. FEES AND PAYMENT:

CITY shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit B, Schedule 1 ("Fees").

8. COMMUNICATION OF INFORMATION:

REDSPEED agrees that all information obtained by REDSPEED through operation of the SPE System and RLE System shall be made available to the CITY at any time during REDSPEED's normal working hours, excluding trade secrets as defined by Florida law and other information that is confidential pursuant to Florida law or exempt from disclosure pursuant to Florida law and not reasonably necessary for the prosecution of citations or the fulfillment of CITY's obligation under this Agreement. REDSPEED reserves the right to charge CITY for sizable information requests that will incur substantial resource allocation to compile.

9. CONFIDENTIAL INFORMATION:

No information given by REDSPEED to CITY will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by REDSPEED and either confidential pursuant to Florida law or exempt from disclosure pursuant to Florida law. Nothing in this paragraph shall be construed contrary to the terms and provisions of any Florida law governing public records or similar laws, insofar as they may be applicable. REDSPEED shall not use any information acquired by this program with respect to any violations or CITY's law

enforcement activities for any purpose other than the program encompassed by this Agreement.

10. OWNERSHIP OF SYSTEM:

It is understood by CITY that the SPE System and RLE System being installed by REDSPEED is, and shall remain, the sole property of REDSPEED, unless separately procured from REDSPEED through a lease or purchase transaction. The Systems are provided to CITY only under the terms and for the term of this Agreement.

11. RECORDS AND AUDIT:

REDSPEED shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. REDSPEED agrees to make available to CITY's Internal Auditor, during normal business hours and in City of New Port Richey, Florida all books of account, reports and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the Florida public records law and Florida public records retention schedules, whichever is longer.

12. INDEMNIFICATION AND INSURANCE:

REDSPEED shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of SPE System and RLE System equipment which affect this Agreement, and shall indemnify and save harmless the CITY against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the gross negligence, recklessness, or willful or intentional misconduct of REDSPEED, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of CITY. REDSPEED agrees to protect, defend, indemnify, and hold harmless CITY and CITY's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, fines, claims, costs, charges for other expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED or any of REDSPEED's officers, employees, agents, contractors, or subcontractors in performing the work agreed to or performed by REDSPEED under the terms of this Agreement. Without limiting the foregoing, any and all claims, suits or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, violations of any decree of any court in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED shall be included in this indemnity. REDSPEED shall maintain the following minimum scope and limits of insurance:

- a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising

injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence. Such insurance shall name CITY and CITY's officers, employees, volunteers and elected officials as additional insured for liability arising from REDSPEED's operation.

- b. Workers' Compensation, as required by applicable state law, and Employers Liability Insurance with limits of not less than \$500,000 each accident. REDSPEED shall always maintain Workers' Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of CITY.
- c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

REDSPEED shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name CITY and CITY's officers, employees and elected officials as additional insureds. Certificates showing REDSPEED is carrying the above-described insurance, and evidencing the additional insured status specified above, shall be furnished to CITY within thirty (30) calendar days after the date on which this Agreement is made, and on each anniversary thereof. Such certificates shall show that CITY shall be notified at least thirty (30) days in advance of all cancellations of such insurance policies. REDSPEED shall forthwith obtain substitute insurance in the event of a cancellation. Inasmuch as CITY is a body politic and corporate, the laws from which CITY derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, CITY may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. CITY shall be responsible for vehicle insurance coverage on any vehicles driven by CITY employees. Coverage will include liability and collision damage. REDSPEED will require all its subcontractors to provide the aforementioned coverage as well as any other coverage that REDSPEED may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors shall be the sole responsibility of REDSPEED.

13. STATE LAW TO APPLY:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Pasco County, Florida and that all litigation between them in the federal courts shall take place in the State of Florida.

14. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to a court of appropriate jurisdiction. The court will have no power to award damages inconsistent with the Agreement; or punitive damages or any other damages not measured by the prevailing Party's actual damages,

and the Parties expressly waive their right to obtain such damages in any proceeding.

15. AMENDMENTS TO THE AGREEMENT:

CITY may from time to time consider it in its best interest to change, modify or extend terms, conditions or covenants of this Agreement or require changes in the scope of the Services to be performed by REDSPEED, or request REDSPEED to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of REDSPEED's compensation, which are mutually agreed upon by and between CITY and REDSPEED, shall be incorporated in written amendments (herein called "Amendments") to this Agreement that are duly executed by both parties. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release REDSPEED or CITY of any of its obligations under this Agreement unless stated therein.

16. EFFECT OF AMENDMENT(S) ON AGREEMENT:

Except as expressly amended or modified by the terms of an Amendment, all terms of the Agreement shall remain in full force and effect. Unless a different meaning is specified in an Amendment, all capitalized terms used herein shall have the meaning described in the Agreement. In the event of a conflict between the terms of the Amendment and this Agreement, the Amendment shall prevail and control.

17. LEGAL CONSTRUCTION AND REQUIREMENTS:

In case any one or more of the provisions contained in this Agreement shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

18. NO AGENCY:

Except as specifically provided otherwise herein, REDSPEED is an independent contractor under this Agreement and acts an agent of CITY. Personal services shall be provided by employees of REDSPEED who shall be subject to supervision by REDSPEED, and not as officers, employees or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of REDSPEED.

19. FORCE MAJEURE:

CITY and REDSPEED will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by

any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, rioting, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

- the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- the excuse of performance is of no greater scope and no longer duration than is required by the Force Majeure;
- no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and,
- the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of REDSPEED will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

20. 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.

21. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age, sexual orientation, disability, marital status, or national origin in the operations conducted under this Agreement.

22. SUBCONTRACTORS:

REDSPEED must be capable of performing all the services contained within this Agreement. If REDSPEED uses a subcontractor in the performance of these services, REDSPEED shall submit complete information on any/all proposed subcontractors. The same qualifications requirements, and all other terms and conditions of the Agreement shall also apply to the subcontractor. CITY reserves the right to approve or disapprove of any subcontractor proposed. REDSPEED shall ensure that all of REDSPEED's subcontractors perform in accordance with the terms and conditions of this Agreement. REDSPEED shall be fully responsible for all of REDSPEED's subcontractors' performance, and liable for any of REDSPEED's subcontractors' non-performance and all of REDSPEED's subcontractors' negligent, intentional or reckless acts and omissions. REDSPEED shall defend, indemnify and hold harmless CITY and CITY's officers, employees, and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of

REDSPEED's subcontractors for payment for work performed for CITY by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any negligent, intentional or reckless act or omission by any of REDSPEED's subcontractors.

23. ENTIRE AGREEMENT:

The provisions of this Agreement, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Agreement, are merged into this Agreement. Except as amended by an Amendment, the terms of the Agreement shall continue in full force and effect.

24. NOTICES:

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by REDSPEED or CITY shall be in writing and shall be given or made by personal service, first class mail, overnight delivery, or by certified or registered mail to the parties at the following respective addresses:

Attn: City Manager
City of New Port Richey, Florida
5919 Main St, New Port Richey, FL 34652

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

25. EXCLUSIVITY:

CITY agrees that upon execution of this Agreement and during the term hereof, CITY may not utilize another vendor, other than REDSPEED, for the same or similar services as contemplated herein, within the jurisdiction of the CITY without prior written consent from REDSPEED.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the day and year first written above.

City of New Port Richey, Florida

By: _____, ____/____/____

Name: _____

Title: _____

Attest: _____, ____/____/____

_____ City Clerk / Authorized Attestor

RedSpeed Florida, LLC

By: _____, ____/____/____

Robert Liberman

Manager

Exhibit A**SECTION 1. REDSPEED SCOPE OF WORK - GENERAL AND SPE SYSTEMS**

1. REDSPEED agrees to provide a turnkey solution for SPE Systems and RLE Systems to CITY wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled "CITY Scope of Work". REDSPEED 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 REDSPEED for the cost. All other in-scope work, external to CITY, is the responsibility of REDSPEED.
2. REDSPEED agrees to make every effort to adhere to the Project Time Line agreed upon between the parties.
3. REDSPEED will install SPE Systems and RLE Systems at intersections, school zone areas, or other locations to be agreed upon between REDSPEED and CITY after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where Systems are installed and maintained.
4. In the event the City concludes based upon statistical data that there is no longer a safety need at an enforced intersection, the SPE System or RLE System shall be removed.
5. REDSPEED will operate each SPE System and RLE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
6. REDSPEED agrees to provide secure websites accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing.
7. REDSPEED shall provide technician site visits to each 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.
8. REDSPEED shall use best efforts to endeavor to repair a non-functional System within forty-eight (48) business hours of determination of a malfunction.
9. REDSPEED shall use best efforts to endeavor to repair the 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.
10. REDSPEED will establish a demand deposit account bearing the title, "RedSpeed Florida LLC as agent for City of New Port Richey at CIBC Bank." All funds collected on behalf of CITY, excluding REDSPEED's monthly fees and any fees associated with electronic processing of violations, will be deposited in this account and transferred by wire on or about the 15th calendar day of the month to 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.

11. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored SPE System approach. REDSPEED shall also provide and install all photo enforcement signage for RLE Systems in accordance with applicable statute. All signs, locations, and installations shall be subject to the approval of the CITY.
12. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
13. REDSPEED shall assign a project manager who will be the liaison between CITY and REDSPEED 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.
14. REDSPEED 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.
15. REDSPEED 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.
16. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Traffic Enforcement Officer consistent with State Law.
17. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Traffic Enforcement Officer.
18. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as CITY's agent.
19. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for CITY.
20. If CITY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
21. REDSPEED shall provide to CITY access to RedCheck system, which provides CITY with ability to run and print all standard system reports.
22. If required by CITY, REDSPEED shall, at REDSPEED'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 and/or RLE System until judicial notice is taken.
23. In those instances where damage to a System is caused by negligence on the part of CITY or its authorized agent(s), REDSPEED will provide CITY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or

- repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.
24. REDSPEED shall provide a toll-free, CITY-specific help line to help CITY resolve any problems encountered regarding its Systems 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.
 25. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
 26. REDSPEED shall provide CITY with a thirty-day warning period consistent with State law for the SPE System. In the event that the City wishes to extend the warning period, The City will pay RedSpeed \$6.99 per Warning issued after the thirtieth day.
 27. REDSPEED 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 for sixty (60) days unless otherwise requested for preservation by the City.
 28. CITY will have real-time access to violation and camera data. However, requests for large blocks of film footage (i.e., requests that are not conveniently downloadable by the Department) will be subject to a \$125 fee per request.
 29. REDSPEED will assist CITY with the installation and maintenance of any required signage including flashers for the SPE System.

SECTION 2. CITY'S SCOPE OF WORK

30. Within seven (7) business days of execution of the Agreement, CITY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate CITY responsibilities under the Agreement.
31. Within seven (7) business days of the Agreement, CITY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
32. Within seven (7) business days of execution of the Agreement, CITY shall provide REDSPEED 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.
33. CITY shall 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 online free of charge. This may be at a publicly available terminal at CITY's facility or by appointment with the Police Department, in addition to the world wide web.
34. REDSPEED will relocate a System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and CITY.
35. CITY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and CITY will endeavor to approve the plans in a timely manner.
36. CITY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.
37. If use of private property right of way is needed, CITY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
38. CITY may allow REDSPEED to build needed infrastructure in existing CITY owned easement as necessary and only after required permits have been approved.
39. CITY's Traffic Enforcement Officer(s) shall 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.
40. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
41. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.
42. 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 REDSPEED or System technology and

processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.

43. If remote access to a REDSPEED System is blocked by CITY's network security infrastructure, CITY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.
44. CITY shall at all time maintain a list of school and school zone hours and shall inform REDSPEED 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.
45. CITY shall maintain a School Zone calendar and shall notify REDSPEED as soon as practical before a change of scheduled enforcement (I.e. short days, no in-person instruction days, closings, etc). REDSPEED may in its sole discretion charge the CITY \$5.99 for any requested dismissals of printed / mailed citations issued on non-school days for which CITY did not inform REDSPEED of a calendar change.
46. CITY shall ensure that cameras remain free of obstructions from other roadway infrastructure and foliage.
47. CITY shall reimburse REDSPEED for any Certified Mail Costs (currently \$4.15 per Certified Mailing) required for Notices of Violation which are converted to Uniform Traffic Citations.
48. For RLE Systems, CITY shall review and approve a Business Rules Questionnaire (BRQ) provided by REDSPEED, which informs REDSPEED in detail what RLE images to send to the Traffic Enforcement Officer for review.

SECTION 3. REDSPEED SCOPE OF WORK - RLE SYSTEMS

1. REDSPEED shall provide, install, power, and maintain the RLE Systems at intersection locations to be agreed upon by both parties.
2. The RLE System shall combine vehicle detection and digital imaging technology, and all cameras and capture storage devices shall be hard-wired at each location.
3. The RLE System shall be capable of capturing at least three digital color still images and a short duration video (at least 12 seconds) of each red-light violation.
4. REDSPEED shall store images and video evidence for RLE violations for a minimum of sixty (60) days, and in all instances in accordance with Florida Public Records laws.
5. REDSPEED covenants to print and mail notices as required by the CITY, and to provide notices to violators as instructed by the CITY or utilizing information relating to hearing schedules as provided by the CITY.
6. REDSPEED covenants to use a local New Port Richey drop box address or local New Port Richey return post office box address within twelve (12) months of the effective date of this Agreement.
7. The RLE Systems shall include integrated License Plate Reader (LPR) technology (such as Flock) as specified in Exhibit B.

Exhibit B

SCHEDULE 1: SERVICE FEE SCHEDULE

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

A. Speed Photo Enforcement (SPE) System Costs

1. Fee Structure: This is a revenue-share model based on each paid citation.

- **CITY** 65% of \$60. This amounts to ****\$39** per each paid citation**.
- **REDSPEED** 35% of \$60. This amounts to ****\$21** per each paid citation**.

2. Included Services: The fee includes all costs for the School Photo Enforcement system, including but not limited to: Maintenance, Signage, Violation processing services, DMV records access, First class mailing of required documents & UTCs, Lockbox and credit card processing services, Call center, Web-enabled law enforcement review portal, Web-enabled violator viewing portal, Reports, and Public awareness program support.

3. Warning Period: REDSPEED shall provide a thirty-day warning period consistent with State law with no cost to the CITY. In the event that the CITY wishes to extend the warning period, the CITY agrees to pay REDSPEED **\$6.99 per Warning** issued after the thirtieth day.

4. Annual Stipend: REDSPEED will provide the City of New Port Richey with a **\$5,000 annual stipend** to be used for enhancement, promotion, or support of the School Zone Safety Program.

B. Red Light Enforcement (RLE) System Costs

1. Fee Structure: This is a fixed monthly fee model.

- **\$3,850 per month, per roadway direction**, with integrated Flock;

2. Included Services: Pricing is totally turnkey for all program aspects including installation, maintenance, processing, customer support, software, etc.

3. Scalability: Pricing is provided per camera location. These rates apply to the first **5 currently active locations**, with the same per-location pricing available for additional sites up to **10 total locations** during the initial term.

4. Net Zero Cost Guarantee: REDSPEED offers a fully violator-funded program with revenue neutrality per intersection. The fixed monthly cost for each intersection will never exceed violator revenue and will always be offset.

5. Relocation: If the CITY deems it necessary to move an installed location, REDSPEED will perform relocation services at no additional cost beyond make-ready utility expenses.

C. General Financial Terms

1. Convenience Fee: REDSPEED retains 5% credit card convenience fee paid by violators. The violator has the option to pay by check.

2. Fund Transfer: By law, it is required that REDSPEED send school zone speed funds by ACH on a weekly basis. REDSPEED will work with the CITY to agree on a payment schedule.