

## AGREEMENT FOR SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONE

**THIS AGREEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the Village of Wellington, a municipal corporation (hereinafter referred to as "WELLINGTON"), whose address is 12300 Forest Hill Boulevard, Wellington, Florida 33414 and **RedSpeed Florida, LLC**, a Florida limited liability company authorized to do business in the State of Florida, whose address is 450 Eisenhower Lane North, Lombard, IL 60148 (hereinafter referred to as "VENDOR").

**WHEREAS**, WELLINGTON requires a vendor to provide a Speed Detection System within school zones, as provided by Chapter 2023-174, Laws of Florida; and

**WHEREAS**, WELLINGTON is a member of the Southeast Florida Governmental Purchasing Cooperative Group; and

**WHEREAS**, the Southeast Florida Governmental Purchasing Cooperative Group appointed the City of Plantation as the lead agency for matters related to procurement of a Speed Detection System for school zones; and

**WHEREAS**, the City of Plantation, through its competitive selection process, awarded RFSP No. 005-24 to RedSpeed Florida, LLC for the purpose of providing a turnkey automated school zone safety program; and

**WHEREAS**, WELLINGTON desires to accept the VENDOR's proposal attached hereto as **Exhibit "A"**, including all terms, conditions and pricing based on the City of Plantation Agreement No. 005-24.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **The City of Plantation** Agreement No. 005-24, including all bid documents and VENDOR's responses thereto, are hereby expressly incorporated by reference into this Agreement as if fully set forth at length herein and are hereinafter referred to as the "Specifications and Bid Documents".
3. **VENDOR's Proposal.** In accordance with the terms and conditions in the Specifications and Bid Documents, VENDOR shall supply the goods and services as stated in its proposal to WELLINGTON (hereinafter referred to as "Project"). The VENDOR's proposal is attached hereto as **Exhibit "A"** and is hereby expressly made a part of this Agreement as if fully set forth herein. The goods and services to be provided by the VENDOR shall be commenced subsequent to the

execution and approval of this Agreement by WELLINGTON and upon written notice from WELLINGTON to proceed or, if this Agreement is for goods only, upon the issuance of a purchase order by WELLINGTON.

4. **Conflict of Terms and Conditions.** Conflicts between documents shall be resolved in the following order of precedence:
  - a. This Agreement
  - b. Agreement No. 005-24
  - c. **Exhibit "A"** (VENDOR's Proposal).

5. **Key Personnel.** VENDOR has represented to WELLINGTON that certain key personnel will perform and coordinate the Services. Should one or more of such personnel become unavailable, VENDOR may substitute other personnel of at least equal competence upon written approval of WELLINGTON. In the event WELLINGTON and VENDOR cannot agree as to the substitution of key personnel, WELLINGTON 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 WELLINGTON, or who are determined by WELLINGTON to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project by VENDOR, or a threat to the safety of persons or property, shall be promptly removed from the Project by VENDOR at the request of WELLINGTON. The key personnel for performance of this Agreement are as follows:

Greg Parks

David De La Espriella

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5.1 WELLINGTON's representative. WELLINGTON hereby designates its Village Manager, or their designee, to act as its representative for the performance of this Agreement. Wellington's representative shall have the power to act on behalf of WELLINGTON for all purposes under this Agreement. VENDOR shall not accept direction or orders from any other person other than WELLINGTON's Village Manager or their designee.

5.2 VENDOR's Representative. VENDOR hereby designates Greg Parks, or their designee, to act as its representative for the performance of this Agreement. VENDOR's representative shall have full authority to represent and act on behalf of VENDOR for all purposes under this Agreement. VENDOR'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 unsatisfactory coordination of all portions of the Services.

6. **Compensation.** All pricing and compensation under this Agreement shall be in accordance with the Specifications and Bid Documents and VENDOR's Proposal.

VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement

7. **Term.** This term of this Agreement and extensions thereof, and the provision of all services, goods, materials and equipment hereunder to complete the work by VENDOR shall be as set forth in Agreement No. 005-24 and will remain valid for such period of time as agreed to in writing by the parties in accordance with the terms and conditions of this Agreement. This Agreement and any extensions thereof are subject to annual appropriations by WELLINGTON, and this Agreement is subject to fiscal funding out by WELLINGTON.
8. **Insurance.** VENDOR, as a condition of this Agreement, shall purchase and maintain such insurance as will protect it from claims under Workers' Compensation and other employee benefits acts, and from claims for damages for bodily injury, including death, and from claims for damages to property which may arise out of or result from VENDOR's operations under this Agreement, whether such operations were conducted by VENDOR or by any subcontractor or by anyone directly or indirectly employed by any of them. At a minimum, VENDOR shall provide the following insurance:

8.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy (ies) must include Employer's Liability with limits of One Million Dollars (\$1,000,000) each accident, One Million Dollars (1,000,000) each disease, and One Million Dollars (\$1,000,000) aggregate by disease.

8.2 General Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability must include Village of Wellington as additional insured and on a Primary and Non-Contributory basis.

8.3 Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and must include Village of Wellington as additional insured.

8.4 Notice of Cancellation, Expiration, and/or Restriction: The policy(ies) must be endorsed to provide Village with thirty (30) days advance written notice of cancellation, expiration, and/or restriction, to the Village of Wellington c/o Insuretrack Insuretech, LLC., PO Box 60840, Las Vegas, NV 89160.

8.5 The VENDOR shall be responsible for all deductibles under the insurance policies. The VENDOR shall be responsible for all loss or damage to the work,

including the VENDOR's materials delivered to site for incorporation therein and all property issued to the VENDOR by the Village for use or incorporation in the work. The VENDOR shall waive all rights against the Village for recovery of damages to the extent such damages are covered by insurance maintained pursuant to the above requirements.

8.6 Notwithstanding the availability of any insurance listed hereunder, the VENDOR shall bear the risk of loss for its acts, errors or omissions pursuant to this Agreement. The VENDOR bears all liability and risk of loss, for losses and damages arising from any acts, errors, omissions, or negligence on the part of the VENDOR and its Subcontractors, including without limitation damages for defective and nonconforming work, and the VENDOR and all applicable Subcontractors shall bear the risk and pay for such losses regardless of whether the VENDOR should be covered for such losses by any insurance required by this Article. The VENDOR bears all liability and risk of loss, for losses and damages arising from acts of God, rain, fire, vandalism or any other causes, other than causes resulting from the negligence of the Village.

8.7 The VENDOR will deliver to Insuretrack Insuretech, LLC., Village of Wellington's authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the VENDOR. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:  
(Certificates need to include the following as the Certificate Holder)

Village of Wellington  
c/o Insuretrack Insuretech LLC  
PO Box 60840  
Las Vegas, NV 89160

Email: [VOW@instracking.com](mailto:VOW@instracking.com) or  
Facsimile: +1 (562) 435-2999

**8.8 Cancellation and/or Modification of Insurance Coverage**

Each insurance policy supplied by VENDOR must be endorsed to provide that the coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Village of Wellington. Such notice shall be by U.S. Mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

8.9. Renewal Policies The VENDOR shall promptly deliver to Insuretrack Insuretech, LLC a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to Insuretrack Insuretech, LLC not less than five (5) business days before to the expiration date of any policy

9. **Personnel.** VENDOR agrees to supply to WELLINGTON adequate personnel to provide timely completion of all goods and services and support contemplated by this Agreement and pursuant to the Project and the Specifications and Bid Documents. The parties hereto agree that time is of the essence, and VENDOR agrees to pay such liquidated damages as are provided for in the Specifications and Bid Documents, if any. Wellington reserves the right to set-off any contract amounts due VENDOR for failure of VENDOR to comply with the terms and conditions herein. Should Wellington set-off under this Agreement, it shall not be considered in default under this Agreement.
10. **Indemnification.** The VENDOR shall defend, indemnify and hold WELLINGTON, 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, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by WELLINGTON the Documents & Data, including any method, process, product, or concept specified or depicted. This subparagraph shall survive termination or expiration of this Agreement.
11. **Subcontractors.** WELLINGTON reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor. If a subcontractor fails to perform as required by this Agreement and it is necessary to replace the subcontractor in order to provide services as required, VENDOR shall promptly do so, subject to acceptance of the new subcontractor by WELLINGTON.
12. **Taxes.** The parties to this Agreement understand that WELLINGTON is a tax-exempt organization; nothing herein, however, shall exempt VENDOR from paying all of its taxes pursuant to this Agreement.
13. **Termination.** In addition to any other termination provisions found in the Specifications and Bid Documents, this Agreement may be terminated by VENDOR upon thirty (30) days' prior written notice to WELLINGTON in the event of substantial failure by WELLINGTON to perform in accordance with the terms of this Agreement through no fault of VENDOR. In addition to any other termination

provisions found in the Specifications and Bid Documents, this Agreement may be terminated by WELLINGTON, with or without cause, upon fifteen (15) days' written notice to VENDOR. Unless VENDOR is in breach of this Agreement, VENDOR shall be paid for work, services, materials and products rendered to WELLINGTON'S satisfaction up to the date of termination. After receipt of a termination notice, and except as otherwise directed by WELLINGTON, VENDOR shall stop work on the date specified. VENDOR shall not be entitled to any claim of loss of profits or any other claim for damages from a termination by WELLINGTON.

14. **Force Majeure.** Neither WELLINGTON nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "Uncontrollable Forces" shall mean any event that results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquake, storms, lightning, epidemic, war, riots, civil disturbance, sabotage, and governmental actions.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15. **Applicable law and venue.** This Agreement shall be construed in accordance with the laws of the State of Florida. Should any dispute arise from this Agreement, venue shall lie in Palm Beach County, Florida.
16. **Construing the Agreement.** This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
17. **Binding effect.** This Agreement is binding upon the parties hereto, their heirs, successors, and assigns.
18. **Non-discrimination.** VENDOR shall not unlawfully discriminate against any person in its operation and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. VENDOR shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the

ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, VENDOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruiting advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

VENDOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

19. **Waiver.** A waiver by either WELLINGTON or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach. Further, a written waiver in part shall not constitute a waiver of any other part of this Agreement.
20. **Severability.** The invalidity, illegality, unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

21. **Entire Agreement.** WELLINGTON and VENDOR agree that this Agreement, including Agreement No. 005-24 and VENDOR's proposal attached hereto as Exhibit A, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters, or other communications between WELLINGTON and VENDOR pertaining to this Agreement, whether written or oral. None of the provisions, terms, and conditions contained in the Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

22. **Amendments.** This Agreement may not be modified unless such modifications are evidenced in writing, signed by both WELLINGTON and VENDOR. Such modifications shall be in the form of a written amendment executed by both parties.
23. **Palm Beach County Inspector General.** In accordance with Palm Beach County ordinance number 2011-009, the VENDOR acknowledges that this Contract is subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
24. **Conflict of Interest.** This Agreement is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. The VENDOR's completed Conflict of Interest Statement shall be attached hereto and incorporated herein as **Exhibit "B"**. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall continue to disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.
25. **Notice.** Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

As to WELLINGTON:

Village of Wellington  
 12300 Forest Hill Blvd.  
 Wellington, FL 33414  
 Attn: Purchasing Manager

As to VENDOR:

RedSpeed Florida, LLC  
 400 Eisenhower Lane North  
 Lombard, IL 60148  
 Attn: \_\_\_\_\_

Notices shall be effective when received at the addresses as specified above. Changes in respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received; however, facsimile transmissions received (i.e., printed) after 5 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of VENDOR and WELLINGTON.

26. **Public Records.**



**IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, CHEVELLE HALL AT 561-791-4000, [CHALL@WELLINGTONFL.GOV](mailto:CHALL@WELLINGTONFL.GOV) , 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.**

27. **Scrutinized Companies.** Pursuant to sections 215.4725 and 287.135 of the Florida Statutes, by entering into this Agreement, VENDOR certifies that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, are not on the Scrutinized Companies that Boycott Israel List and are not participating in a boycott of Israel. If this Agreement is valued greater than \$1 million, VENDOR further certifies pursuant to sections 215.473 and 287.135, Florida Statutes, that it, its affiliates, suppliers, subcontractors, and consultants who will perform or benefit hereunder, (a) have not been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List; and (b) do not have business operations in Cuba or Syria. Submitting a false certification shall be deemed a material breach of this Agreement. If the Village determines, using credible information available to the public, that VENDOR has submitted a false certification, or otherwise engaged in any of the activities prohibited by this paragraph or the applicable Florida Statutes, the Village may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.
28. **E-verify.** Compliance with FS 448.095 - Wellington requires all consultants, contractors and subcontractors to register with the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of their newly hired employees. All contractors performing work for Wellington are required to provide proof of registration with the E-Verify System and must provide an affidavit stating that each subcontractor it hires does not employ, contract with, or subcontract with an unauthorized alien.
29. **Compliance with Florida HB 657 (2023).** This Agreement is contingent upon full compliance by Wellington and VENDOR with the requirements of Florida House Bill 657 (2023), codified as Chapter 2023-174, Laws of Florida. Implementation of the Project and services set forth herein shall comply with such law in all respects and failure to comply shall constitute a material breach of this Agreement.
30. **Independent Contractor.** VENDOR and WELLINGTON shall each be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between VENDOR and WELLINGTON. Each party acknowledges and agrees that it neither

has nor shall give the appearance or impression of having legal authority to bind or commit the other party in any way.

**IN WITNESS WHEREOF**, WELLINGTON and VENDOR have executed this Agreement all as of the day and year first above written.

**ATTEST:**

**VILLAGE OF WELLINGTON**

By: \_\_\_\_\_  
Chevelle Hall, Wellington's Clerk

By: \_\_\_\_\_  
Michael Napoleone, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

(SEAL)

By: \_\_\_\_\_  
Laurie Cohen, Attorney for Wellington

**WITNESS:**

**VENDOR: RedSpeed Florida, LLC**

\_\_\_\_\_  
  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

(CORPORATE SEAL)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Florida Limited Liability Company  
REDSPEED FLORIDA LLC

### Filing Information

<b>Document Number</b>	L15000213266
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<b>Last Event</b>	REINSTATEMENT
<b>Event Date Filed</b>	10/18/2016

### Principal Address

450 EISENHOWER LANE NORTH  
LOMBARD, IL 60148

Changed: 06/29/2022

### Mailing Address

450 EISENHOWER LANE NORTH  
LOMBARD, IL 60148

Changed: 06/29/2022

### Registered Agent Name & Address

CT CORPORATION SYSTEM  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

Name Changed: 10/18/2016

Address Changed: 02/09/2016

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

LIBERMAN, ROBERT  
450 EISENHOWER LANE NORTH  
LOMBARD, IL 60148

Title Sales

DuFloth, Jeffrey  
450 EISENHOWER LANE NORTH  
LOMBARD, IL 60148

Title Finance Director

Johns, Gregory  
450 EISENHOWER LANE NORTH  
LOMBARD, IL 60148

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2022	01/21/2022
2023	01/30/2023
2024	01/16/2024

**Document Images**

<a href="#">01/16/2024 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/30/2023 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/21/2022 -- ANNUAL REPORT</a>	View image in PDF format
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<a href="#">01/04/2019 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/10/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/19/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/18/2016 -- REINSTATEMENT</a>	View image in PDF format
<a href="#">02/09/2016 -- LC Amendment</a>	View image in PDF format
<a href="#">12/28/2015 -- Florida Limited Liability</a>	View image in PDF format

Date: 07/30/2024

**VIA E-MAIL**

Village of Wellington  
Attn: Nicole Coates  
12300 Forest Hill  
Boulevard, Wellington,  
FL 33414

**RedSpeed Turney Automated School Zone Safety Program  
Piggyback of Plantation Contract RFP No. 005-24**

Dear Ms. Coates,

RedSpeed is the leading provider of automated school zone speed enforcement systems. The Florida legislature recently passed the popular and bipartisan HB657 (Laws of Florida 2023-174), authorizing the use of automated enforcement in school zones. This groundbreaking law enables communities to protect children and enhance school zone safety using advanced technology.

The purpose of this letter is to offer the City the opportunity to cooperatively purchase RedSpeed's unique and best-in-class technology utilizing Plantation RFP No. 005-24/Speed Detection Camera System for School Zones.

**COOPERATIVE PURCHASING**

Cooperative purchases are favored under federal and Florida best practices because they offer cities efficiency in procurement and the benefit of a competitive selection made elsewhere. Likewise, Cooperative Purchases are favored under Florida law where: 1) the purchasing party to the existing contract is a local government or other public entity; 2) the vendor-party to the existing contract extends the terms and conditions of that contract to the municipality; and 3) the other government entity, in awarding the vendor the earlier contract, used procedures substantially similar to those that the Code requires the municipality to use. See: Accela, Inc. v. Sarasota County, 993 So.2d 1035, 1039-40 (2nd DCA 2008). The proposed cooperative purchase offer extended here meets all legal requirements and is a vital safety project with time-sensitive implementation deadlines and unique technology.

RedSpeed's technology has already been repeatedly evaluated by other well-respected jurisdictions including Plantation, as far superior, using RFP procedures like the Village of Wellington utilizes. In fact, so far RedSpeed has won every RFP in Florida. Prior to that, RedSpeed won every RFP in Georgia, the most recent state before Florida to enact automated school zone speed enforcement. Attached to this letter is the scoring summary for the Plantation RFSP, in which RedSpeed was unanimously selected over 7 competing vendors.

Plantation's procurement negotiations yielded a highly favorable contract with RedSpeed for their turnkey services. Key aspects of the agreement include:

- **Completely violation funded program at no cost to taxpayers.**
- **65%-35% revenue share. Village retains \$39 per paid citation, RedSpeed receives \$21.**
- **Simple no cost termination for convenience.**
- **RedSpeed responsible for certified mail costs for Uniform Traffic Citations.**
- **Modern lane specific video-based enforcement.**
- **Commitment to legal defense of the City's program if challenges are filed.**

Under these same terms, RedSpeed will implement a comprehensive automated school zone safety speed program in the Village of Wellington. Acting as agents for the village, RedSpeed will handle the majority of operations including all permitting, construction, maintenance, and community education and awareness. While RedSpeed will handle the first reviews of all captured violations, the Village of Wellington Police Department will retain full discretion to approve or dismiss each alleged violation.

### **BENEFITS INCLUDED IN CONTRACT**

RedSpeed recognizes that the effectiveness of our School Zone Speed Enforcement program hinges on a comprehensive understanding of its operational elements by every authorized municipal agent involved. To ensure that all stakeholders are well-prepared and confident in managing the system, RedSpeed offers a range of essential features and support mechanisms, detailed below:

- **Comprehensive Traffic Study:** RedSpeed will conduct speed studies to identify locations with speeding problems and provide valuable data for effective enforcement.
- **Comprehensive System Training:** RedSpeed is committed to the success of the School Zone Speed Enforcement program by providing extensive system training to police departments at no cost.
- **Complete Equipment Maintenance and Support:** We take full responsibility for maintaining all equipment, documentation, certifications, and permissions associated with the program.
- **Turnkey Program with Advanced Technology:** RedSpeed delivers a turnkey solution featuring state-of-the-art Lidar speed detector technology. Our system is seamlessly integrated with advanced Automatic License Plate Recognition (ALPR) technologies, including Rekor, Flock, or Vigilant ALPR.
- **Management of Multi-Lane Roads:** Our system is designed to handle multi-lane roads with four or more lanes, accommodating high traffic volumes with ease.
- **Public Notification and 30-Day Warning Period:** Before launching the program, a 30-day warning period will commence, during which RedSpeed will assist the Village in creating public notification and press materials to inform the community about the program and its safety benefits and ensure a smooth transition to active enforcement.

We appreciate your consideration and would be pleased to help the Village usher in a new era of safety in the Village's schools.

Yours sincerely,

REDSPEED FLORIDA, LLC

REDSPEED FLORIDA, LLC



Michael J. McAllister, Esq.  
Florida Bar No. 32121  
[mjm@redspeed-usa.com](mailto:mjm@redspeed-usa.com)  
(305) 799-8377

Greg Parks  
Senior Vice President  
[greg.parks@redspeed-usa.com](mailto:greg.parks@redspeed-usa.com)  
(913) 575-2912



**Evaluation Tabulation Sheet**

**Selection Committee**  
 Chad Fowler, Police (1 - Chair)  
 Nancy Paul, Administration (2)  
 Laura Karpaviciute, Administration (3)

Date: March 12, 2024 and April 16<sup>th</sup> 2024

Print Name: Charles Spencer

Signature: *Charles C. Spencer, Jr.*

RFSP No.: 005-24

Title: Speed Detection Camera System for School Zones

SELECTION COMMITTEE	RedSpeed Florida, LLC	SaferSpeeds, LLC	Sensys Gatso Group USA, Inc	Blue Line Solutions LLC.
Committee Member No. 1	98.2	45	54.6	76.6
Committee Member No. 2	73.2	<del>60.55</del>	79.6	<del>78.6</del> <b>68.6</b>
Committee Member No. 3	84.2	39	61.6	56.6
<b>TOTAL SCORE</b>	<b>255.6</b>	<b>144-139</b>	<b>195.8</b>	<b>211.8- 201.8</b>

SELECTION COMMITTEE	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Committee Member No. 1	63.4	92.8	96.2	63.2
Committee Member No. 2	81.4	53.8	89.2	88.2
Committee Member No. 3	81.4	80.8	76.2	74.2
<b>TOTAL SCORE</b>	<b>226.2</b>	<b>227.4</b>	<b>261.6</b>	<b>225.6</b>

**Presentation/Interview Scores with Shortlisted Firm(s) (if Conducted)**

SELECTION COMMITTEE	RedSpeed Florida, LLC	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Committee Member No. 1	20	15	15	13	12
Committee Member No. 2	18	10	10	15	10
Committee Member No. 3	19	17	17	17	16
<b>Total Cumulative Score</b>	<b>312.6</b>	268.2	269.4	306.6	263.6

**Firm's Position Number After Points Were Talled**

Proposers	RedSpeed Florida, LLC	NovoaGlobal, Inc	Altumint, Inc	Conduent State & Local Solutions, Inc	Verra Mobility
Designation Number	<b>1</b>	4	3	2	5



## Video Links

RedSpeed has prepared a number of short videos introducing the RedSpeed Technology, Ease of Use and Examples of RedSpeed produced PSA's.

Short links are provided below:

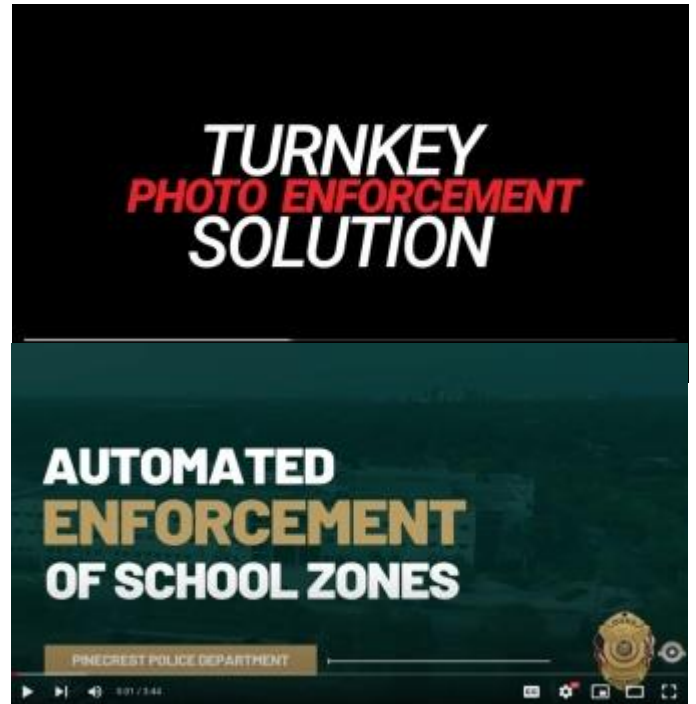
[Florida Overview Video](#)

[Redcheck Violation Processing Software](#)

[Pinecrest, Florida PSA - English](#)

[Pinecrest, Florida PSA - Spanish](#)

[High Springs, Florida PSA - English](#)





# RedSpeed's Industry-leading Photo Enforcement Solution

RedSpeed is pleased to pioneer safety programs under the new HB657. Together, we can achieve the following:

Up to  
**90%**



Reduction in School Zone Speeding





# **CS/CS/HB 657** A Bi-Partisan **Public Safety Solution**

Florida Communities have a new tool to protect our children with a groundbreaking and bipartisan new law, HB657 which provides for automated enforcement of school zones when children are present. **This new statewide law offers Florida communities** a simple, effective, and inexpensive way to protect our students.



### **Time of enforcement**

The bill would allow communities to install school zone cameras that automatically enforce speed limits through school zones. Cameras and speed detection systems only operate on school days, beginning 30 minutes before and ending 30 minutes after school.

### **Officer-verified**

No citations will be issued until a law officer first reviews and confirms the violation.

### Not a gotcha program

A county or municipality must spend at least 30 days educating the public on enforcement measures and only issue warnings before they are allowed to levy fines.



### Egregious speeders

Only the most egregious violators will be cited – those going at least 10% above the speed limit. No points will be assessed. Insurance companies will not be notified.



### A vital law enforcement tool for Amber Alerts



### Appeals process

There is an appeal process for those who believe they have been wrongfully



A proven success in Georgia.

including Thomasville and the Atlanta area, as well as other states.

## Widespread **Support**

## Public Safety Funding



**International Association of Chiefs of Police (IACP)** supports automated enforcement technology to improve public safety in school zones and other locations.



**Florida Police Chiefs Association (FPCA)** supports SB588 / HB657 in the 2023 Legislative Session.



**National Transportation Safety Board (NTSB)** recommends implementation in every state.



**Insurance Institute for Highway Safety (IIHS)** supports use of automated speed enforcement.



Breakdown of



20 State General Fund

Local municipality or county  
for public safety

Local school districts  
security, improve safety of student walking conditions  
FDLE Criminal Standards  
+ Training Fund

School Crossing Guard Recruitment and Retention



## Turn-Key School Zone Speed Photo Enforcement Solution

RedSpeed's speed photo enforcement system is based entirely on arc resolution video technology and offers an industry-leading set of features for school zone, city or county. Violator revenue can be used to fund school repairs, active shooter detection systems, vehicles, equipment or other policing initiatives.



- LED IR Illumination  
No distracting flash
- ALPR  
Built-in Amber Alert
- Color HD Video Day / Night
- Radar or LiDAR Speed Detection ■ Remote Video Archive Retrieval ■ Live Video Streaming
- Proven to Capture  
50% More Violations
- Traic and Speed Reports ■ Single Pole Installation



Site Selection and Analysis Speed study of each location, accident damage analysis,  
engineering feasibility study

Camera Installation

Permit acquisition including local and state bodies, installation coordination between civil contractors and municipality

## Violation Processing

Initial violation screening based on municipal rules, registered owner name / address retrieval and verification for all 50 states, printing and mailing



Web-Enabled Tools  
All software is web-based

Adjudication Support  
Full municipal adjudication support options

#### Call Center

Multilingual call center can process payments, schedule hearings and respond to general questions.



Payment Processing Lockbox, online, phone and in-person payment processing of credit cards, checks and cash

RedSpeed will provide a **robust** and **customized public education** and **awareness** program to support your program.

We make it easy with a **turnkey program** and **100% web based, easy to use** software.



est. 1952

RedSpeed is Proud to be a Chief Sponsor of FPCA





**EXHIBIT B**  
CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY:

**NO CONFLICT:**

To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

**POTENTIAL CONFLICT:**

The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME, TITLE (PRINT OR TYPE)