

AGREEMENT FOR SPEED DETECTION SYSTEM IN SCHOOL ZONES

THIS AGREEMENT FOR SPEED DETECTION SYSTEM IN SCHOOL ZONES ("Agreement") is made this _____ day of _____, 20__ by and between the VILLAGE OF WELLINGTON, a Florida municipal corporation with its principal place of business at 12300 Forest Hill Boulevard, Wellington Florida 33414 (hereinafter referred to as WELLINGTON), and _____, a _____ with its principal place of business at _____ (hereinafter referred to as VENDOR).

WHEREAS, Wellington desires to utilize a speed detection system to enforce school zone speeding violations in excess of ten (10) miles over the posted speed limit during certain times and days ("SDS"), as authorized by Chapter 2023-174, Laws of Florida and Chapter 22, Article VI of the Wellington Code of Ordinances; and

WHEREAS, Wellington issued a request for proposal RFP #202510-Speed Detection Camera System for School Zones on February 12, 2025 for such SDS (the "RFP") and Vendor responded to the RFP on _____ (the "Response"); and

WHEREAS, Wellington desires to accept Vendor's proposal, as described in the Response, for purposes of implementing the SDS in Wellington, subject to the terms and conditions set forth in this Agreement,

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 hereto agree as follows:

ARTICLE 1 EFFECTIVE DATE

The Effective Date of this Agreement shall be _____.

The Agreement shall have a term of five (5) years, beginning on the Effective Date and ending on _____ ("Initial Term"), unless earlier terminated as provided herein. Upon mutual agreement of the parties, the Initial Term may be extended for up to five (5) additional one (1) year terms (each a "Renewal Term").

ARTICLE 2 SERVICES TO BE PERFORMED BY VENDOR

VENDOR shall perform the Services for WELLINGTON as an independent contractor, as specifically set forth in the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference, and as may be specifically designated and authorized by WELLINGTON (the "Services"). In the event of a conflict between the terms of **Exhibit A** and this Agreement, the terms of this Agreement shall control.

ARTICLE 3 COMPENSATION

During the Initial Term and any Renewal Term of this Agreement, WELLINGTON and VENDOR shall adhere to the fee schedule attached hereto as **Exhibit B**. The parties agree that there is adequate consideration to enforce the provisions of this Agreement.

ARTICLE 4 INSURANCE

During the performance of the Services under this Agreement, VENDOR shall maintain the following insurance policies written by an insurance company authorized to do business in Florida:

- 4.1 General Liability** Insurance with each occurrence limits of not less than One Million Dollars (\$1,000,000), personal injury and advertising injury liability of not less than One Million Dollars (\$1,000,000), and general aggregate of not less than One Million Dollars (\$1,000,000). Shall include Primary and Non-Contributory endorsement and shall name the Village of Wellington as an additional insured.
- 4.2 Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) for each accident, not less than One Million Dollars (\$1,000,000) for each disease, and not less than One Million Dollars (\$1,000,000) aggregate.
- 4.3 Professional Liability** Insurance with limits of not less than One Million Dollars (\$1,000,000) annual aggregate.
- 4.4 Automobile Liability** Insurance with limits of not less than One Million Dollars (\$1,000,000). Shall name Village of Wellington as additional insured.
- 4.5 Cyber Liability** Insurance with limits of not less than One Million Dollars (\$1,000,000).

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide.

Deductible amounts shall not exceed five percent (5%) of the total amount of required insurance in each category. Should any policy contain any unusual exclusion, said exclusions shall be so indicated on the certificate(s) of insurance.

VENDOR shall furnish WELLINGTON certificates of insurance which shall include a provision that policy cancellation, non-renewal, or reduction of coverage will not be effective until at least thirty (30) days written notice has been made to WELLINGTON.

VENDOR shall not commence work under this Agreement until all insurance required as stated herein has been obtained, and such insurance has been approved by WELLINGTON.

ARTICLE 5 STANDARD OF CARE

VENDOR shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances, and VENDOR shall, at no additional cost to WELLINGTON, re-perform Services which fail to satisfy the foregoing standard of care. VENDOR warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 INDEMNIFICATION

- 6.1 General.** Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, WELLINGTON and VENDOR agree to allocate such liabilities in accordance with this Article 6.
- 6.2 Indemnification.** In consideration for this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, VENDOR hereby releases, indemnifies, and holds harmless Wellington, its officers, agents, elected officials, and employees ("Indemnified Parties") from and against all claims, damages, actions losses, and expenses including, without limitation, claims by or on behalf of VENDOR, its employees, officers, agents,

and representatives, for personal injury, illness, death, medical bills or any other type of injury or damage, together with attorneys' fees, at both the trial and appellate level, arising out of, resulting from, or relating to the Services or this Agreement, or VENDOR's violation of any rule, law, code, ordinance, emergency order, or federal, state, or local health guidelines with respect to the Services or this Agreement, whether caused by the negligence of the Indemnified Parties or otherwise. VENDOR acknowledges, understands, and agrees that this provision is binding upon it, as well as its successors, assigns, and legal representatives. Nothing contained herein shall be construed or interpreted as consent by WELLINGTON to be sued by third parties, nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in section 768.28, Florida Statutes, nor as a waiver of any other defense available to WELLINGTON under Florida law.

- 6.3 Survival.** Upon completion of all Services, obligations, and duties provided for in this Agreement or in the event of termination of this Agreement for any reason, the terms and conditions of this Article and exhibits cited herein shall survive.

ARTICLE 7 INDEPENDENT CONTRACTOR

VENDOR undertakes performance of the Services for WELLINGTON as an independent contractor, and not as an employee, and VENDOR shall be wholly responsible for the means, methods, and details of performing the Services, subject to the requirements of this Agreement. WELLINGTON shall have no right to dictate the methods used, but WELLINGTON shall have the right to observe such performance. Vendor shall work closely with WELLINGTON in performing the Services under this Agreement. Any additional personnel performing the Services on behalf of VENDOR shall also not be employees of WELLINGTON and shall at all times be under VENDOR's exclusive direction and control. VENDOR shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Services and as required by law. VENDOR 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.

ARTICLE 8 COMPLIANCE WITH LAWS

In performance of the Services, Vendor will comply with applicable regulatory requirements, including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria, standards, emergency orders, and health guidelines.

ARTICLE 9 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 or make progress as required by this Agreement and it is necessary to replace the subcontractor to complete the work in a timely fashion, VENDOR shall promptly do so, subject to acceptance of the new subcontractor by WELLINGTON. All work performed by VENDOR by a subcontractor or supplier will be pursuant to an appropriate agreement between VENDOR and the subcontractor or supplier which specifically binds the subcontractor supplier to the applicable terms and conditions of this Agreement for the benefit of WELLINGTON. VENDOR shall be responsible for the payments to any subcontractors, including any professional fees, or suppliers. WELLINGTON shall not be responsible for any payments to subcontractors or suppliers. WELLINGTON shall not be billed directly or indirectly for any fees or additional costs of a subcontractor or supplier for the Services.

ARTICLE 10 FEDERAL AND STATE TAXES

WELLINGTON is exempt from Federal Tax and State Sales and Use Taxes. Upon request, WELLINGTON will provide an exemption certificate to VENDOR. VENDOR shall not be exempted from paying sales tax

to its suppliers for materials to fulfill contractual obligations with WELLINGTON, nor shall VENDOR be authorized to use WELLINGTON's Tax Exemption Number in securing such materials.

ARTICLE 11 AVAILABILITY OF FUNDS

The obligations of WELLINGTON under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Village of Wellington Council. WELLINGTON reserves the right to fiscally fund out at any time without penalty.

ARTICLE 12 WELLINGTON'S RESPONSIBILITIES

WELLINGTON shall be responsible for providing information on hand required by Vendor, including existing reports, studies, planning information, and other required data that are available in the files of WELLINGTON.

ARTICLE 13 TERMINATION OF AGREEMENT

13.1 By VENDOR. VENDOR may terminate this Agreement upon a breach by WELLINGTON, which is not cured upon thirty (30) days' written notice to WELLINGTON.

13.2 By WELLINGTON. WELLINGTON may terminate this Agreement with or without cause, upon providing thirty (30) days' written notice to VENDOR. Upon receipt of a termination notice from WELLINGTON, and except as otherwise directed by WELLINGTON, VENDOR shall:

- A. Stop work on the date and to the extent specified.
- B. Transfer all work in process, completed work, and other material related to the terminated work to WELLINGTON.
- C. Continue and complete all parts of the work that have not been terminated.

13.3 Upon termination of this Agreement, VENDOR shall be compensated for those Services rendered to WELLINGTON's satisfaction through the date of termination, less any setoffs or adjustments WELLINGTON may claim arising out of VENDOR's breach, the remaining unperformed parts of the Agreement, and for that portion (if any) of VENDOR's performance which is unsatisfactory.

ARTICLE 14 UNCONTROLLABLE FORCES

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. "Uncontrollable Forces" shall mean any event which 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, storm, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental action.

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 Uncontrollable Forces, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement. Notwithstanding the foregoing,

WELLINGTON shall have no obligation to compensate VENDOR for any Services that VENDOR fails to perform, or otherwise has not performed.

ARTICLE 15 GOVERNING LAW AND VENUE

The laws of the State of Florida shall govern this Agreement. Venue for any and all legal action necessary to enforce this Agreement shall be in Palm Beach County, Florida.

ARTICLE 16 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.

ARTICLE 17 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.

ARTICLE 18 SEVERABILITY

The invalidity, illegality, or 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 Article 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.

ARTICLE 19 INCORPORATION OF RFP

The terms, conditions, and specifications of this Agreement shall include and incorporate the terms, conditions and specifications set forth in WELLINGTON RFP #202510 and VENDOR's Response, including all documentation required here thereunder. In the event of a conflict between the terms of this Agreement and the RFP, the terms of the RFP shall control.

ARTICLE 20 ENTIRETY OF AGREEMENT

WELLINGTON and VENDOR agree that this Agreement, including the RFP, the Response, and any applicable addenda, sets forth the entire agreement between the parties with respect to the subject matter hereof, 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 the Services, whether written or oral. None of the provisions, terms, and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 21 MODIFICATION

This Agreement may be modified only by a written amendment executed by both parties.

ARTICLE 22 SUCCESSORS AND ASSIGNS; ASSIGNMENT

WELLINGTON and VENDOR each binds itself and its partners, successors, assigns, and legal representatives to the other party to this Agreement and to its partners, successors, executors, administrators, assigns, and legal representatives. VENDOR shall not assign this Agreement without the express written approval of WELLINGTON via executed amendment.

ARTICLE 23 OWNERSHIP OF DOCUMENTS

Any and all documents, records, disks, or other information generated in connection with this Agreement shall become the property of WELLINGTON for its use and/or distribution as may be deemed appropriate by WELLINGTON.

ARTICLE 24 ACCESS AND AUDITS

VENDOR shall maintain adequate records to justify all charges and costs incurred in performing the Services for at least three (3) years after completion of this Agreement. WELLINGTON shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal working business hours at VENDOR's place of business.

ARTICLE 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, Florida 33414
Attn: Purchasing Director

As to VENDOR

Notices shall be effective when personally delivered or when received at the addresses as specified above, as shown on the delivery confirmation. Changes in the 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. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of VENDOR and WELLINGTON.

ARTICLE 26 CONTRACT ADMINISTRATION

26.1 WELLINGTON's Representative. WELLINGTON designates Nicole Coates, Director of Emergency Management, Public Safety, and Risk, or their designee, to act as its representative during the Initial Term and any Renewal Term of this Agreement ("WELLINGTON'S Representative"). 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 person other than WELLINGTON's Representative or their designee.

26.2 VENDOR's Representative. VENDOR designates _____, or their designee, to act as its representative during the Initial Term and any Renewal Term of this Agreement ("VENDOR'S Representative"). VENDOR's Representative shall have the power to act on behalf of VENDOR for all purposes under this Agreement.

ARTICLE 27 KEY PERSONNEL

VENDOR shall notify WELLINGTON in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. WELLINGTON has the right to reject proposed changes in key personnel.

ARTICLE 28 CONFIDENTIALITY

No reports, information, computer programs, documentation, and/or data given to or prepared or assembled by VENDOR under this Agreement shall be made available to any individual or organization by VENDOR without prior written approval of WELLINGTON.

ARTICLE 29 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. VENDOR's completed Conflict of Interest Statement shall be attached hereto as **EXHIBIT C** and incorporated herein by this reference. During the Initial Term of this Agreement and any Renewal Term, VENDOR shall continue to disclose to WELLINGTON any possible conflicts of interests. VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON.

ARTICLE 30 PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL:

In accordance with Palm Beach County Ordinance Number 2011-009, VENDOR understands that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. VENDOR has reviewed Palm Beach County Ordinance Number 2011-009 and is aware of its rights and/or obligations under such ordinance.

ARTICLE 31 PUBLIC ENTITY CRIMES

VENDOR represents that it is not a person or affiliate, as defined in section 287.133, Florida Statutes, as amended, who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime. VENDOR acknowledges and agrees that it 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, as amended, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. VENDOR has reviewed and agrees to comply with the requirements of section 287.133, Florida Statutes, as may be amended from time to time.

ARTICLE 32 TIME

Time is of the essence in all respects under this Agreement. VENDOR shall perform the Services expeditiously and in accordance with the agreed upon timelines. VENDOR agrees that the SDS shall be installed and fully operational at all locations on or before August 11, 2025.

ARTICLE 33 PREPARATION OF AGREEMENT

This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation, as each party to this Agreement has had the opportunity to have their business and legal experts review the adequacy of the same.

ARTICLE 34 PUBLIC RECORDS

As required by section 119.0701, Florida Statutes, VENDOR agrees to comply with all requirements of Florida's public records law, Chapter 119, Florida Statutes. Specifically, VENDOR shall:

- A. Keep and maintain public records required by Wellington to perform the services contemplated by this Agreement;
- B. Upon request from the Wellington's custodian of public records, provide Wellington with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Ensure that public records that are exempt or 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 if the Vendor does not transfer the records to Wellington; and
- D. Upon completion of the Agreement, transfer, at no cost to Wellington all public records in possession of the Vendor or keep and maintain public records required by Wellington to perform the services contemplated by this Agreement. If Vendor transfers all public records to Wellington upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Wellington, upon request from Wellington's custodian of public records, in a format that is compatible with the Wellington's information technology systems.
- E. If Vendor fails to abide by the requirements of this section or the provisions of Chapter 119, Florida Statutes, Wellington may, without prejudice to any other right or remedy, terminate this Agreement immediately, without further notice.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS AT 561-791-4000, CHALL@WELLINGTONFL.GOV, 12300 FOREST HILL BLVD. WELLINGTON, FL 33414.

ARTICLE 35 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 WELLINGTON 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, WELLINGTON may terminate this Agreement and pursue the remedies set forth in section 287.135, Florida Statutes, and any other available remedies.

ARTICLE 36 COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE 37 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.

ARTICLE 38 UNITED STATES-PRODUCED IRON AND STEEL REQUIREMENT

Pursuant to section 255.0993, Florida Statutes, as may be amended from time to time, VENDOR acknowledges and agrees that any iron or steel product permanently incorporated into a public works project, as defined by the statute, must be produced in the United States unless an exception applies.

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

ATTEST

By: _____
Chevelle Hall, Village Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
Laurie Cohen, Village Attorney

VILLAGE OF WELLINGTON

By: _____
Michael J. Napoleone, Mayor

VENDOR:

By: _____
Printed Name & Title: _____

EXHIBIT A

SCOPE OF WORK

VENDOR shall supply a speed camera detection system and a license plate reader camera system and corresponding programs for school zones in the Village of Wellington. This speed detection system must be exclusively violator funded. All installation, maintenance, calibration, administration, and regulatory compliance costs are the responsibility of VENDOR. VENDOR may accomplish this through a revenue split per citation paid. Such revenue split shall be inclusive of all costs associated with managing the Program, including camera installation for both speed detection and license plate reader cameras, maintenance, calibration, administration, regulatory compliance costs, removal of equipment, any mailing costs including Uniform Traffic Citations Certified Mail, and all other notices, etc.), all video retrievals, any credit card fees and any program customization fees. WELLINGTON is seeking a revenue split inclusive of ALL costs associated with the Program. The VENDOR is responsible for ensuring that the program meets and maintains compliance with all local, state, and federal laws.

Project Specific Requirements

- VENDOR performs all necessary needs testing.
- VENDOR provides and installs all signage and equipment related to the program.
- VENDOR maintains all equipment, documentation, certifications, and permissions related to the program.
- VENDOR provides system training to Law Enforcement personnel at no cost.
- VENDOR provides Law Enforcement with the ability to review stored footage (minimum 45 days).
- VENDOR provides Law Enforcement with the ability to live stream video from the camera feeds.
- VENDOR provides software for the approval and management of citations, review of video, and input of "hot list" data.
- Speed detection camera system must be a high definition motion picture camera system that uses only infrared for lighting.
- VENDOR provides Flock Falcon cameras to serve as license plate readers.
- Automated license plate readers for each location.
- Flock Falcon license plate reader cameras must be operational 24/7.
- License plate reader cameras shall be installed in school location zones or existing pole location.
- System must provide traffic data for speed and volume based on time of day.
- System must be programmable for school calendar, specific enforcement times, and variable speed thresholds.
- System must be fixed location in nature.
- System must manage multi-lane roads with high volumes of traffic.
- VENDOR provides all necessary documentation of certifications, citations, and evidence needed for court hearings.
- The service contract with WELLINGTON must be reviewable with an option to terminate at any time with 30 days written notice.
- Automated license plate readers and video system capabilities must be maintained at all times without regard to school calendar or the volume of citations generated at any location.
- VENDOR is responsible for the cost of returning physical locations to their previous state if any equipment is removed or uninstalled for any reason.
- VENDOR is responsible for ensuring compliance with all applicable Florida laws regarding school zone speed enforcement and automated license plate reading.

- VENDOR is responsible for obtaining all necessary permits from FDOT, Palm Beach County, and the Village of Wellington.
- Programed enforcement times must be able to be modified within 24 hours' notice to accommodate changes in active school zone times.
- WELLINGTON shall have the right to use VENDORS' infrastructure to add additional equipment to the VENDORS' pole such as additional cameras and or ALPR cameras at the sole discretion of WELLINGTON. WELLINGTON will not pay a lease fee for access to the infrastructure or any increase in electricity that may be incurred.
- WELLINGTON reserves the right to add or remove school zones, as necessary, at any time during this program.
- VENDOR shall be responsible for providing all necessary documentation of certifications, citations, and evidence required for court/magistrate hearings.
- VENDOR shall be responsible for issuing and paying for any Uniform Traffic Citations Certified mail, and other notices issued.
- VENDOR will allow any and all violators to view a video clip in addition to a still photo of them committing a violation.
- VENDOR will comply with Florida State Statute 119 in regards to public records request at the VENDOR's sole costs.
- VENDOR shall be a Florida Approved E-Citation vendor.
- VENDOR will remit WELLINGTON's revenue share after the completion of the 45-day citation challenge period, regardless of whether the violator has paid the citation. The responsibility for collecting payment from the violator rests solely with VENDOR.
- WELLINGTON reserves the right to dismiss any violation at its sole discretion. Additionally, WELLINGTON may exercise this authority without providing specific reason and without any obligation to VENDOR.
- VENDOR may be utilized by WELLINGTON, to provide future red-light camera enforcement, as an amendment to the speed detection camera contract.

School Locations

School Name	School Address	Approach Street
Wellington Elementary	13000 Paddock Drive	Big Blue Trace
Wellington Elementary	13000 Paddock Drive	Paddock Park Drive
New Horizons Elementary	13900 Greenbriar Blvd	Greenbriar Blvd
Panther Run Elementary	10775 Lake Worth Rd	Lake Worth Rd
Elbridge Gale Elementary	1915 Royal Fern Drive	Royal Fern Drive
Elbridge Gale Elementary	1916 Royal Fern Drive	Birkdale Drive
Equestrian Trails Elementary	9720 Stribling Way	Stribling Way
Binks Forest Elementary	15101 Bent Creek Road	Bent Creek Road
Binks Forest Elementary	15102 Bent Creek Road	Binks Forest drive
Wellington Landings	1100 Aero Club Drive	Aero Club & Greenvview Shores
Wellington Landings	1100 Aero Club Drive	Binks Forest Drive
Emerald Cove Middle School	9950 Stribling Way	Stribling Way
Polo Park Middle School	11901 Lake Worth Road	Lake Worth Road
Polo Park Middle School	11901 Lake Worth Road	Lake Worth Road
Somerset Academy	1000 Wellington Trace	Wellington Trace

EXHIBIT B
[Attach Fee Schedule]

SAMPLE

EXHIBIT C

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 (PRINT OR TYPE)

TITLE

AFFIDAVIT OF VENDOR/CONTRACTOR

STATE OF _____)

COUNTY OF _____)

BEFORE ME, the undersigned, personally appeared _____ (Name of Affiant), who, first being duly sworn, deposes and says:

1. I have personal knowledge of the facts in this affidavit and am of legal age and of no disability and have the authority to make the statements contained herein.
2. I am the officer or agent of the business entity named below and make this affidavit to comply with section 787.06, Florida Statutes.
3. The business entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.
4. I understand that I have a continuing obligation to notify the Village of Wellington if the status of the business entity changes.
5. Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

Affiant Name: _____

Signature: _____

Title: _____

Business Entity Name: _____

Date: _____, 20____

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____ (Name of Affiant), as _____ (Title) of _____ (Name of Business Entity), who is personally known to me or who has produced _____, as identification.

NOTARY PUBLIC, State of: _____

Printed Notary Name:

My Commission Expires: