



Village of Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414

**AMENDMENT NO. 1 TO AGREEMENT FOR
SPEED DETECTION SYSTEM IN SCHOOL ZONES**

THIS AMENDMENT NO. 1 TO AGREEMENT FOR SPEED DETECTION SYSTEM IN SCHOOL ZONES COMPREHENSIVE AGREEMENT (“Amendment No. 1”) is made and entered into this ___ day of _____, 2025 (the “Effective Date”) 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 (“Wellington”) and **Jenoptik North America Inc. d/b/a Jenoptik Smart Mobility Solutions, LLC**, a Delaware corporation with its principal place of business at 16490 Innovation Drive, Jupiter, Florida 33478 (“Vendor” and together with Wellington the “Parties”).

WHEREAS, Wellington and Vendor executed the Agreement for Speed Detection System in School Zones on April 22, 2025 (the “Agreement”) to supply a speed camera detection system and license plate reader camera system and corresponding programs for school zones within the Village of Wellington; and

WHEREAS, Vendor has registered to do business in Florida under the corporate name **Jenoptik Smart Mobility Solutions, LLC** and wishes to amend the Agreement to reflect such corporate name; and

WHEREAS, the Agreement incorporates all terms, conditions, and specifications of Wellington Request for Proposal No. 202510 (the “RFP”) as well as Vendor’s response thereto; and

WHEREAS, the RFP contemplated that Vendor would provide Flock Falcon Cameras to serve as license plate reader cameras (“LPR”); and

WHEREAS, the Parties agree that the intent of designating Flock Falcon as the brand of LPR to be supplied was to ensure that the camera software seamlessly integrated with certain LPR cameras already in use by Wellington and its law enforcement services provider, Palm Beach Sheriff’s Office (“PBSO”); and

WHEREAS, the Parties recognize that other brands of LPR cameras are equally reliable and can fully integrate with LPR software already being used by PBSO; and

WHEREAS, Vendor is the manufacturer of the Jenoptik Vector camera, which has a combined ability to function both as a speed detection camera and an LPR, and can fully integrate with software already being used by PBSO; and

WHEREAS, the Parties desire to amend the Agreement to permit Vendor to use Jenoptik Vector cameras for both speed detection and LPR purposes rather than Flock Falcon cameras, and to further provide that all data generated by the LPR cameras belongs to Jenoptik.

NOW THEREFORE, in consideration of the mutual covenants and promises hereafter set forth and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, Wellington and Vendor agree as follows:

Section 1. Paragraph 1 of the Agreement is hereby amended as follows:

THIS AGREEMENT FOR SPEED DETECTION SYSTEM IN SCHOOL ZONES COMPREHENSIVE AGREEMENT (“Agreement”) is made this 22nd day of April, 2025 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 ~~JENOPTIK NORTH AMERICA INC. DBA JENOPTIK SMART MOBILITY SOLUTIONS, LLC, a Florida Corporation~~ Delaware limited liability company with its principal place of business at 16490 Innovation Drive, Jupiter, Florida 33478 (hereinafter referred to as “VENDOR”).

Section 2. Article 23 of the Agreement is hereby amended as follows:

All data generated by the LPR cameras shall be owned by Jenoptik. Any and all other 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.

Section 3. Exhibit A “Scope of Work” of the RFP is hereby amended as follows:

EXHIBIT A SCOPE OF WORK

VENDOR shall supply a ~~speed camera detection~~ speed camera detection system capable of both speed detection and a license plate reader ability camera system and corresponding programs for school zones in the Village of Wellington. This ~~speed detection camera system~~ speed detection camera 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~~ Jenoptik Vector cameras to serve as license plate readers.
- Automated license plate readers for each location.
- ~~Flock Falcon~~ Jenoptik Vector 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.
- Programmed 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 VENDOR’s infrastructure to add additional equipment to the VENDOR’s 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 & Greenview 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

Section 3. This Amendment No. 1 shall become effective and part of the Agreement when signed by all Parties.

Section 4. Each and every other term and provision of the Agreement shall remain in full force and effect as previously written.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand this Amendment No. 1 and have caused this Amendment No. 1 to be executed by their duly authorized officers on the date hereinabove first written.

[Executions on the Following Page]

VILLAGE OF WELLINGTON

By: _____
Michael Napoleone, Mayor

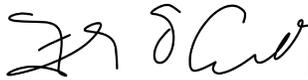
ATTEST:

By: _____
Chevelle D. Addie, Village Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Laurie S. Cohen, Village Attorney

JENOPTIK SMART MOBILITY SOLUTIONS, LLC
By: **JENOPTIK NORTH AMERICA, INC., its Member**

By:  _____
FINBARR O'CARROLL, its authorized representative

WITNESSES:

By:  _____

Print Name: Jeannette Medina

By:  _____

Print Name: Jeri Andersen