



**AGREEMENT BETWEEN REDSPEED FLORIDA, LLC  
AND THE CITY OF CORAL GABLES FOR  
TRAFFIC LAW ENFORCEMENT SYSTEM**

This Automated Traffic Law Enforcement System Agreement (hereinafter referred to as “Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ by and between RedSpeed Florida, LLC (“RedSpeed”), and the City of Coral Gables, a Florida municipal corporation, (hereinafter referred to as the “Municipality”).

**RECITALS**

WHEREAS, RedSpeed is in the business of providing an implementary automated traffic law enforcement system and the collection of any citations issues pursuant thereto;

WHEREAS, the Municipality desires to engage the services of RedSpeed to provide equipment cameras hardware, software and technicians to identify and enforce violations of the traffic control signals {Red light violations only} within the Municipality.

WHEREAS, the Municipality and RedSpeed desire to enter into this Agreement for the implementation of an automated traffic law enforcement system and collection of citations for violations thereto, for certain intersections within the Municipality pursuant to this Agreement.

WHEREAS, on \_\_\_\_\_ of \_\_\_\_\_ 201\_\_ the Corporate Authorities of the Municipality adopted Resolution (No. \_\_\_\_\_), authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the above recitals which are by this reference incorporated herein, and for other valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, the Municipality and RedSpeed agrees as follows:

1. **Recitals.** All recitals set forth above shall be deemed a part of this Agreement.
2. **Services Provided.** RedSpeed shall provide an automated traffic law enforcement system and program to the Municipality by:
  - a. Installing, at designed Intersections (Exhibit “A” attached hereto and incorporated and in the Municipality automated traffic law enforcement systems);
  - b. Maintenance as set forth in Exhibit “A”; and
  - c. The Municipality may from time to time request changes to the services required to be performed or the addition of products or services to those required pursuant to the terms of this Agreement, by providing written notice thereof to RedSpeed. Upon RedSpeed’s receipt of the requested change, RedSpeed shall deliver a written statement describing the effect, if any the proposed change would have on the pricing of this Agreement. Following the Municipality’s receipt of the new pricing, the Parties may negotiate to implement the proposed

change, the time, manner and amount of payment or price increases or decreases, as the case may be, and any other matters relating to the proposed change. If the Municipality and RedSpeed fail to reach an agreement with respect to a proposed change it shall not be deemed to be a breach of this Agreement, and the terms of this Agreement shall remain intact.

d. Upon RedSpeed's receipt of a written request from the Municipality at least fourteen (14) calendar days in advance of a hearing, RedSpeed shall provide expert witnesses that can meet the criteria for qualification under Florida and federal evidentiary law, for use by the Municipality in prosecuting Infractions, before the Municipalities' hearing officer, or in any Court of competent jurisdiction, at no cost to the Municipality. This shall include, but not be limited to, any hearing at which the Municipality is required to demonstrate the validity of the program.

3. **Term.** The term of this Agreement shall commence as of the date hereof and shall continue for a period of six (6) years after the installation date ("Installation Date"). This Agreement shall be automatically renewed for two (2) additional consecutive and automatic three (3) year periods following the expiration of the initial six (6) year term (the "Extended Term"). The City may, in its sole discretion, decline to automatically renew this Agreement by providing written notice to RedSpeed that it shall not renew this Agreement not less than sixty (60) days prior to the last day of the initial term or any Extended Term.

4. **Compensation.** Compensation as set forth in Exhibit "B".

5. **Termination.**

- a. Either Party shall have the right to terminate this Agreement, without cause, with Thirty (30) days written notice to the other Party.
- b. Either Party shall have the right to terminate this Agreement immediately by written notice to the other if (i) the Florida Statutes are amended to prohibit or substantially change the operation of automated traffic law enforcement systems, as defined in the Florida Vehicle Code; or (ii) any court having jurisdiction over the Municipality rules, or state or federal statute declares, the results from RedSpeed's automated traffic law enforcement systems are inadmissible in evidence; or (iii) the other Party commits any material breach of any of the provisions of this Agreement which breach is not remedied within thirty (30) calendar days after written notice from the Party setting forth in reasonable detail their reasons for the alleged breach; or (iv) if part or all of the instant agreement becomes invalid under federal, state, county or municipal law or regulation. For the purposes of this paragraph, the failure by RedSpeed to adhere to the instructions provided by Municipality in the administration of the Automated Traffic Law Enforcement system shall be considered a material breach.

- c. The termination of this Agreement shall not relieve either Party of any liability that accrued prior to such termination.
- d. The Municipality shall immediately cease using the Automated Traffic Law Enforcement system provided pursuant to this Agreement, deliver to RedSpeed any and all Proprietary Property of RedSpeed provided to the Municipality pursuant to this Agreement and promptly approve payment of any and all fees, charges and amounts due to RedSpeed for services performed prior to the termination.
- e. RedSpeed shall remove any and all Equipment, hardware and software RedSpeed installed in connection with RedSpeed's performance of its obligations under this Agreement, and shall restore the Designated Intersections to substantially the same condition they were in prior to this Agreement.
- f. Notwithstanding termination, the following shall survive the termination of this Agreement:
  - i. Reservation of Rights, Representations and Warranties of RedSpeed;
  - ii. Representations and Warranties of Municipality;
  - iii. Limited Warranties;
  - iv. Confidentiality;
  - v. Indemnification;
  - vi. Dispute Resolution;
  - vii. Assignment;
  - viii. Applicable Law;
  - ix. Injunctive Relief; and
  - x. Jurisdiction and Venue;

As the Parties acknowledge they must survive to give effect to the provisions of this Agreement.

- g. The parties recognize and acknowledge that the Automated Traffic Law Enforcement system contemplated herein may be subject to legal challenge and/or judicial review. It is understood and acknowledged that various aspects of the program may be challenged. In the event that a legal challenge is successful and the program is found invalid, either Party may elect to terminate this instant agreement. In the event a court of competent jurisdiction determines that the program, or a program substantially similar to the Municipalities' program is

invalid, the Parties will consult with one another to determine whether any appellate relief is available, and if so, whether pursuing such relief is in the best interests of the Parties. The final determination as to whether appellate relief is sought to a higher tribunal shall be within the sole discretion of the Municipality.

## 6. License.

- a. Subject to the terms and conditions of this Agreement, RedSpeed hereby grants to the Municipality, upon the terms and conditions herein specified, a non-exclusive, non-transferable license during the Term of this Agreement to: (i) solely within the Municipality, access and use of the RedSpeed Automated Traffic Law Enforcement System for the sole purpose of reviewing Potential Violations and authorizing the issuance of Citations pursuant to the terms of the Violations processing Agreement that the parties intend to enter into, and (ii) use the name RedSpeed, with the approval by RedSpeed, on or in marketing, public awareness or education, or other publications or materials relating to the Automated Traffic Law Enforcement System.
- b. The Municipality hereby acknowledges and agrees that RedSpeed has represented to Municipality that it is the sole and exclusive owner of the Automated Traffic Law Enforcement System provided by RedSpeed, the name RedSpeed, the mark and any and all Intellectual Property arising from or relating to the System. Municipality has made no independent attempt to verify RedSpeed's claims.
- c. The Municipality hereby covenants and agrees that it shall not make any modifications to the Automated Traffic Law Enforcement System provided by RedSpeed, alter, remove or tamper with any RedSpeed trademarks, or any other Intellectual Material; use any trademarks or other Intellectual Material in connection without first obtaining the prior written consent of RedSpeed, or perform any type of reverse engineering to the RedSpeed Automated Traffic Law Enforcement System.
- d. RedSpeed shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of RedSpeed, including without limitation the filing application to register as trademarks in any jurisdiction any of the RedSpeed Marks, the filing of patent application for any of the Intellectual Property of RedSpeed, and making any other applications or filings with appropriate Governmental Authorities. The Municipality shall not take any action to utilize its own name or make any registrations or filings with respect to any of the RedSpeed Marks or the Intellectual Property of RedSpeed without the prior written consent of RedSpeed.

7. **LIMITED WARRANTY.** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, REDSPEED MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE REDSPEED AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM OR ANY RELATED EQUIPMENT OR WITH RESPECT TO THE RESULTS OF THE



MUNICIPALITY'S USE OF ANY OF THE FOREGOING. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH HEREIN, REDSPEED DOES NOT WARRANT THAT ANY OF THE DESIGNATED INTERSECTION EQUIPMENT OR THE AUTOMATED TRAFFIC LAW ENFORCEMENT SYSTEM WILL OPERATE IN THE WAY THE MUNICIPALITY SELECTS FOR USE, OR THAT THE OPERATION OR USE THEREOF WILL BE UNINTERRUPTED. THE MUNICIPALITY HEREBY ACKNOWLEDGES THAT THE REDSPEED PHOTO AUTOMATED TRAFFIC LAW ENFORCEMENT MAY MALFUNCTION FROM TIME TO TIME, AND SUBJECT TO THE TERMS OF THIS AGREEMENT, REDSPEED SHALL DILIGENTLY ATTEMPT TO CORRECT ANY SUCH MALFUNCTION IN A TIMELY MANNER.

**8. Representations.**

**RedSpeed Representations and Warranties.**

- a. RedSpeed hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.
- b. RedSpeed hereby warrants and represents that any and all services provided by RedSpeed pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation and operation of the RedSpeed Automated Traffic Law Enforcement System, subject to applicable law, in compliance with all specifications provided to RedSpeed.

**Municipality Representations.**

- a. The Municipality hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder (i.e. the passing of a Resolution or ordinance to enter into this Agreement).
- b. The Municipality hereby warrants and represents that any and all services provided by the Municipality pursuant to this Agreement shall be performed in a professional and workmanlike manner.

**9. Confidentiality.** During the term of this Agreement and for a period of two (2) years thereafter, neither Party shall disclose to any third person, or use for itself in any way for pecuniary gain, any Confidential Information obtained from the other Party during the course of the negotiations for this Agreement or during the Term of this Agreement.

Upon termination of this Agreement, each Party shall return to the other all tangible Confidential Information of such party.

Each Party shall not disclose to any third party any Confidential Information without the other Party's express written consent. Exceptions are limited to its employees who are reasonably required to have the Confidential Information, agents, representatives, attorneys and other professional advisors that have a need to know such Confidential Information.

## 10. Indemnification and Liability.

**a.** Municipality hereby agrees to defend and indemnify and hold harmless RedSpeed, its affiliates, shareholders or other interest holders, managers, officers, directors, employees, agents, representatives and successors, permitted assignees and all persons acting by, through, under or in concert with them (including but not limited to the suppliers of equipment and installers), or any of them against, and to protect, save and keep harmless RedSpeed from, and to pay on behalf of or reimburse RedSpeed as and when incurred for, any and all Losses which may be imposed on or incurred by RedSpeed or equipment provided and/or installed by RedSpeed arising out of or in any way related to:

- i. any material misrepresentation, inaccuracy or breach of any covenant, warranty or misrepresentation of the Municipality contained in this Agreement;
- ii. the willful misconduct of the Municipality, its employees contractors or agents which result in bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the personal property of third parties), except to the extent caused by the willful misconduct of any RedSpeed Party;
- iii. any claim, action or demand challenging the Municipality's use of the Automated Traffic Law Enforcement System or any portion thereof, the validity of the Citations issued, prosecuted and collected as a result of the Municipality's use of the Automated Traffic Law Enforcement System provided by RedSpeed.

**b.** RedSpeed hereby agrees to defend and indemnify and hold harmless the Municipality, and Municipality Parties ("Municipality Parties" include elected and appointed officials, attorney an employees) agents, representatives and successors, permitted assignees and each of their affiliates, and all persons acting by, through, under or in concert with them, or any of them against, and to protect, save and keep harmless the Municipality Parties from, and to pay on behalf of or reimburse the Municipality Parties as and when incurred for, any and all liabilities, obligations, losses, damages, penalties, demands, claims, actions, suits, judgments, settlements, costs, expenses and disbursements (including reasonable attorneys' fees and court costs) of whatever kind and nature, which may be imposed on or incurred by any Municipality Party arising out of or related to:

- i. any material misrepresentation, inaccuracy or breach of any covenant, warranty or representation of RedSpeed contained in this Agreement;
- ii. the willful misconduct of RedSpeed, its employees or agents which result in death or bodily injury to any natural person (including third parties) or any damage to any real or tangible personal property (including the

personal property of third parties), except to the extent caused by the willful misconduct of any Municipality or any of its agents; or

iii. any claim, action or demand not caused by the Municipality's failure to perform its obligations under this Agreement.

c. In addition, RedSpeed agrees that it has a duty to defend the Municipality and Municipality Parties and the automated traffic law enforcement system if the Municipality and/or Municipality Parties are sued in relation to the automated traffic law enforcement system.

d. Notwithstanding anything to the contrary in this Agreement, neither Party shall be liable to the other, by reason of any representation or express or implied warranty, condition or other term or any duty at common or civil law, for any lost profits; indirect, incidental, or consequential damages, however caused.

e. In the event any claim, action or demand in respect of which any Party hereto seeks indemnification from the other, the Party seeking indemnification shall give the Party from whom indemnification is being sought written notice of such Claim promptly after the Indemnified Party first becomes aware. The Party from whom indemnification is being sought shall have the right to choose counsel to defend such Claim (subject to approval of such counsel by the other Party, which approval shall not be unreasonably withheld, conditioned or delayed), and to control, and settle such Claim. The Party from whom indemnification is being sought shall have the right to participate in the defense at its sole expense.

f. The Parties further agree that in the event a legal challenge to the Program is successful and damages are awarded against the Municipality and/or RedSpeed commensurate with the receipts received by each party, each party is responsible for the payment of its own receipts. By way of example, if the Municipality is sued, the Municipality would only be liable for the repayment of those receipts it has retained, while RedSpeed would be responsible for those which it retained.

## 12. Notices.

Any notices to be given hereunder shall be in writing, and shall be deemed to have been given (a) upon delivery, if delivered by hand, (b) three (3) days after being mailed first class, certified mail, return receipt requested, postage and registry fees prepaid, or (c) one Business Day after being delivered to a reputable overnight courier service, excluding the U.S. Postal Service, prepaid, marked for the next day delivery, if the courier service obtains a signature acknowledging receipt, in each case addressed or sent to such Party as follows:

- a. **Notices to RedSpeed:**  
RedSpeed Florida, LLC  
Attn. Robert Liberman, Manager  
400 Eisenhower Lane North  
Lombard, IL 60148

With a copy to:

**b. Notices to the Municipality:**

**City of Coral Gables**  
Diana Gomez, Finance Director  
405 Biltmore Way, 1<sup>st</sup> Floor  
Coral Gables, FL 33134

**13. Relationship between RedSpeed and the Municipality.**

Nothing in this Agreement shall create, or be deemed to create, a partnership, joint venture or the relationship of principal and agent or employer and employee between the Parties. The relationship between the Parties shall be that of independent contractors, and nothing contained in this Agreement shall create the relationship of principal and agent or otherwise permit either Party to incur any debts or liabilities or obligations on behalf of the other Party (except as specifically provided herein). Further, it shall also not create a revenue sharing agreement between parties, but instead payment for services rendered, as set forth in paragraph 4 above.

**14. 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 the Municipality hereby acknowledges and agrees that delivery and performance of RedSpeed's rights 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. The Municipality 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 the Municipality's prior written approval. The Municipality further acknowledges and agrees that in the event that RedSpeed provides any such acknowledgment or consent to Municipality for execution, and in the event that the Municipality fails to execute and deliver such acknowledgment or consent back to RedSpeed within twenty-one (21) calendar days after its receipt of such request from RedSpeed to execute such acknowledgment or consent, the Municipality shall be deemed to have consented to and approved such acknowledgment or consent and RedSpeed is granted a limited power of attorney, coupled with an interest, to execute the acknowledgment and/or consent on behalf of Municipality and deliver such document to its financial institution.



## **15. Injunctive Relief; Specific Performance.**

The Parties hereby agree and acknowledge that a breach of License, Restricted Use Confidentiality of this Agreement would result in severe and irreparable injury to the other Party, which injury could not be adequately compensated by an award of money damages, and the Parties therefore agree and acknowledge that they shall be entitled to injunctive relief in the event of any breach of any material term, condition, or provision of this Agreement, or to join or prevent such a breach, including without limitation, an action for specific performance hereof.

## **16. Audit.**

Each of the Parties hereto shall have the right to audit the books and records of the other Party hereto solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than three business hours prior notice, at mutually convenient times and during the normal business hours. In the event any such audit establishes any underpayment of any payment payable by the pursuant to this Agreement, the Audited Party shall promptly pay the amount of the shortfall. In the event any such audit establishes any overpayment by refund to the amount of the excess shall be promptly paid. Each Party shall solely pay the expenses for any audit they request.

## **17. Force Majeure.**

Neither Party will be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence. Said causes may include but are not limited to, acts of God, or the public enemy, terrorism, significant fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or Governmental Authorities approval delays which are not caused by any act or omission by RedSpeed, and unusually severe weather. The Party whose performance is affected agrees to notify the other promptly of the existence and nature of any delay.

## **18. Public Records.**

Records subject to the provisions of Public Records Law, Florida Statutes Chapter 119, shall be kept and maintained in accordance with such Statute. Red Speed acknowledges that records and books, not subject to exemption under Chapter 119, may be disclosed and/or produced to third parties by the City in accordance with requests submitted under Chapter 119 or court orders without penalty or reprisal to the City for such disclosure and/or production. Red Speed also agrees to assert, in good faith, any relevant exemptions provided for under Chapter 119 for records in its possession on behalf of the City. Furthermore, Red Speed agrees to comply with the provisions outlined in Section 119.0701 of the Florida Statutes, the requirements of which are incorporated by reference herein.

**IF RED SPEED HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RED SPEED'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-460-5210,**

[cityclerk@coralgables.com](mailto:cityclerk@coralgables.com), 405 Biltmore Way, First Floor, Coral Gables, FL 33134.

## 19. Miscellaneous.

### a. Definitions.

In this Agreement, the words and phrases below shall have the following meanings:

- **“Authorized Officer”** means the designated employee from the Police Department of the Municipality, the Traffic Control Administrator or such other individual(s) as the Municipality shall designate to review Violations and to authorize the Issuance of Citations.
- **"Cause"** as used at Paragraph 5a of this Agreement shall mean:
  - (a) The material breach by RedSpeed, its employees or agents, of any of the provisions hereof on RedSpeed's part to be kept, maintained or performed.
- **“Confidential or Private Information”** means, with respect to any Person, any information, matter or thing of a secret, confidential or private nature, whether or not so labeled, which is connected with such Person’s business or methods of operation or concerning any of such Person’s suppliers, licensors, licensees, Municipalities or other with whom such Person has business relationship, and which has current or potential value to such Person or the unauthorized disclosure of which could be detrimental to such Person, including but not limited to:

Matters of a business nature, including but not limited to information relating to development plans, costs, finances, marketing plans, data, procedures, business opportunities, marketing methods, plans and strategies, the costs of construction, installation, materials, or components, the prices such Person obtains or has obtained from its clients or Municipalities, or at which such Person sells or has sold its services; and

Matters of a technical nature, including but not limited to product information, trade secrets, know-how, formulae, innovations, inventions, equipment, discoveries, techniques, formats, processes, methods, specifications, designs, patterns, schematics, data, access or security codes, compilations of information, test results and research and development projects. For purposes of this Agreement, the term “trade secrets” shall mean the broadest and most inclusive interpretation of trade secrets.
- **“Designated Intersection”** means the Intersections set forth in Exhibit A attached hereto, and such additional Intersections as RedSpeed and the Municipality shall mutually agree from time to time.

- **“Enforcement Documentation”** means the necessary and appropriate documentation related to the Automated Traffic Law Enforcement System, including but not limited to Citation notices (using the specifications required by the Florida Vehicle Code, and by (city/Village) ordinance a numbering sequence for use on all Citation notices (in accordance with applicable court rules), instructions to accompany each issued Citation chain of custody records, criteria regarding operational policies for processing Citations (including with respect to coordinating with the Department of Motor Vehicles), and technical support documentation for applicable court and judicial officers.
  - **“Equipment”** means any and all cameras, sensors, equipment, components, products, software and other tangible and intangible property relating to the Automated Traffic Law Enforcement System(s), including but not limited to all camera systems, housings, radar units, and poles.
  - **“Fine”** means monetary sums assessed for Citation, including but not limited to bail forfeitures, but excluding suspended fines.
  - **“Governmental Authority”** means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency, commission or organization, and any subdivision, branch or department of any of the foregoing.
- xii. **“Installation Date of the Automated Traffic Law Enforcement System”** means the date on which RedSpeed completes the construction and installation of at least one (1) Intersection in accordance with the terms of this Agreement so that such Intersection is operational for the purposes of functioning with the Automated Traffic Law Enforcement System Program.
- xiii. **“Intellectual Property”** means, with respect to any Person, any and all now known or hereafter known tangible and intangible: (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, (b) trademark and trade name rights and similar rights, (c) trade secrets rights, (d) patents, designs, algorithms and other property rights, (e) all other intellectual and property rights (of every kind and nature however designated), whether arising by operation of law, contract, license, or otherwise, and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force.
- xiv. **“Intersection”** means a conduit of travel (e.g., northbound, southbound, eastbound or westbound) on which at least one (1) system has been installed by RedSpeed for the purposes of facilitating Automated Traffic Law Enforcement System by the Municipality.

- **“Operational Period”** means the period of time during the Term, commencing on the Installation Date, during which the Automated Traffic Law Enforcement System is functional in order to permit the identification and prosecution of Violations at the Designated Intersection Approaches and the issuance of Citations for such approved Violations using the Automated Traffic Law Enforcement System.
  - **“Person”** means natural individual, company, Governmental Authority, partnership, firm, corporation, legal entity or other business association.
  - **“Proprietary Property”** means, with respect to any Person, any written or tangible property owned or used by such Person in connection with such Person’s business, whether or not such property is copyrightable or also qualifies as Confidential Information, including without limitation products, samples, equipment, files, lists, books, notebooks, records, documents, memoranda, reports, patterns, schematics, compilations, designs, drawings, data, test results, contracts, agreements, literature, correspondence, spread sheets, computer programs and software, computer print outs, other written and graphic records and the like, whether originals, copies, duplicates or summaries thereof, affecting or relating to the business of such Person, financial statements, budgets, projections and invoices.
  - **“RedSpeed Marks”** means all trademarks registered in the name of RedSpeed or any of its affiliates, such other trademarks as are used by RedSpeed or any of its affiliates on or in relation to Automated Traffic Law Enforcement System at any time during the Term this Agreement, service marks, trade names, logos, brands and other marks owned by RedSpeed, and all modifications or adaptations of any of the foregoing.
  - **“Automated Traffic Law Enforcement System”** means, collectively, all of the other equipment, applications, back office processes and digital red light traffic enforcement cameras, sensors, components, and products, software and other tangible and intangible property relating including but not limited to the process by which the monitoring, identification and enforcement of Violations is facilitated by the use of certain equipment, applications and back office processes of RedSpeed, including but not limited to cameras, flashes, central processing units, signal controller interfaces and detectors (whether loop, radar or video loop) which, collectively, are capable of measuring Violations and recording such Violation data in the form of photographic images of motor vehicles for automated Traffic law enforcement.
- b. **Entire Agreement.** This Agreement represents the entire Agreement between the Parties, and there are no other agreements (other than invoices and purchase orders), whether written or oral, which affect its terms. This Agreement may be amended only by a subsequent written agreement signed by both Parties.
- c. **Construction.** Except as expressly otherwise provided in this Agreement, this Agreement shall be construed as having been fully and completely negotiated and neither

the Agreement nor any provision thereof shall be construed more strictly against either Party.

d. **Severability.** If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable, in whole or part, this Agreement shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

e. **Waiver.** Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.

f. **Headings.** The headings of the sections contained in this Agreement are included herein for reference purposes only, solely for the convenience of the parties hereto, and shall not in any way be deemed to affect the meaning, interpretation or applicability of this Agreement or any term, condition or provision hereof.

g. **Execution and Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one instrument. Any one of such counterparts shall be sufficient for the purpose of proving the existence and terms of this Agreement, and no Party shall be required to produce an original or all of such counterparts in making such proof.

h. **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon all of the Parties hereto and their respective executors, administrators, successors and permitted assigns.

i. **Compliance with Laws.** Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is a conflict between any term, condition or provision of this Agreement and any present or future statute, law, ordinance or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail, but in such event the term, condition or provision of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within the requirement of the law, provided that such construction is consistent with the intent of the Parties as expressed in this Agreement.

j. **Remedies Cumulative.** Each and all of the several rights and remedies provided for in this Agreement shall be construed as being cumulative and no one of them shall be deemed to be exclusive of the others or of any right or remedy allowed by law or equity, and pursuit of any one remedy shall not be deemed to be an election of such remedy, or a waiver of any other remedy.

k. **Applicable Law.** This Agreement shall be governed by and construed in all respects solely in accordance with the laws of the State of Florida.

l. **Jurisdiction and Venue.** Any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction and venue of the State Courts



of the State of Florida located in the County the Municipality resides, and both Parties specifically agree to be bound by the jurisdiction and venue thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year set forth above.

“Municipality”

“RedSpeed”

CITY OF CORAL GABLES

REDSPEED FLORIDA, LLC

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

By \_\_\_\_\_

Name: \_\_\_\_\_

Name:

Title: \_\_\_\_\_

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT “A”

### Designated Intersections

RedSpeed and the Municipality will mutually agree upon the Identification of enforced intersection which agreement will be based on community safety and traffic needs as warranted.

- Location 1
- Location 2
- Etc

### Construction and Installation

RedSpeed will have designated intersection installed and activated in accordance with an implementation plan to be mutually agreed to by RedSpeed and the Municipality.

RedSpeed will use reasonable commercial efforts to install the system in accordance with the schedule set forth in the implementation plan that will be formalized upon project commencement.

The Municipality will assist with providing timely approval of Municipality permit request. The Municipality will provide city engineers to review of RedSpeed permit requests and all documentation and said review should be within five (5) business days of receipt. RedSpeed will also attempt to review and correct, if necessary, any requested changes within two business days.

Further RedSpeed shall provide training for up to twenty (20) personnel of the Municipality, including but not limited to the persons who Municipality shall appoint as Authorized Officers and other persons involved in the administration of the Automated Traffic Law Enforcement System. Training shall include training with respect to the RedSpeed Automated Traffic Law Enforcement System and its operations, presenting Violations Data in court and judicial proceedings and a review of the Enforcement Documentation.

### Maintenance

All repair and maintenance of the Automated Traffic Law Enforcement System shall be the sole responsibility of RedSpeed.

## EXHIBIT “B”

### Compensation

The Parties agree that all citations shall be paid to a lock box which shall be maintained by RedSpeed.

RedSpeed to remit to the Municipality the gross balance of all payments it collects for the Municipality on a weekly basis.

RedSpeed shall remit to the Municipality a monthly invoice detailing the compensation due to RedSpeed as determined below:

1. A monthly fee of **\$3,900.00** per each operational Camera from One (1) to (9) Cameras,
2. The monthly camera fee will be reduced to \$3,800 per camera when operational cameras exceed (10) or more.
  - License Plate Recognition Module (Optional): **\$200.00** per month per Camera
  - \$4 per certified mailing (no receipt)
  - A **\$125.00 credit** shall be given to the Municipality for every day the camera is inactive due to due to vandalism, road sensor damage and equipment malfunction.
  - If the reason for the camera inactivity is due to electricity to the intersection being non-operational and/or non-operational traffic control signals, no credit shall be given.
3. Payment of the total monthly camera fees, less any applicable credits, shall be due and payable to RedSpeed by the Municipality within 14 business days of receipt.
4. Compensation has been agreed upon based on the following assumptions:
  - Collection of delinquent payments for violations where a Uniform Traffic Citation (UTC) has been issued and mailed, will be the sole responsibility and expense of the Municipality.
  - RedSpeed will be able to utilize existing conduit for installation where space is available, at no cost to RedSpeed.
  - If no existing conduit is available for installation, all expenses associated with the installation / construction of required conduit shall be the sole responsibility of RedSpeed.





- All necessary electrical and high speed internet services to the Designated Intersections will be the sole responsibility and expense of RedSpeed.
- RedSpeed will be able to utilize existing Internet connections at the Municipality's Police Department and other locations where RedCheck (web-based back-office processing software) will be installed and utilized.
- RedSpeed will be responsible for installation and maintenance of a high-speed Internet connection at each designated intersection approach.

**Cost Neutrality:** Notwithstanding any other provisions of this Agreement to the contrary, if any invoice for compensation owed to RedSpeed by the Municipality exceeds the cash amount collected by the Municipality through the collection of Red Light Citations, the balance owed to RedSpeed shall be carried over and paid by the Municipality in the following or subsequent months.

If at the end of the Municipality's fiscal year commencing October 1 – September 30 an unpaid balance to RedSpeed remains, this balance shall be zeroed out by RedSpeed and the Municipality shall commence the new fiscal year with a zero balance. Balances owed to RedSpeed may not be withheld retroactively from previous months.

Cost Neutrality is assured to Municipality as the Municipality shall never be required to pay RedSpeed more than the amount of actual cash received.