#### FIRST AMENDMENT TO THE SPEED DETECTION CAMERA SYSTEM FOR SCHOOL ZONES AGREEMENT

This First Amendment to the Speed Detection Camera System for School Zones Agreement ("First Amendment") is made by and between the City of North Port, Florida, a Florida Municipal Corporation with its principal place of business at 4970 City Hall Boulevard, North Port, FL 34286 ("City"), and REDSPEED FLORIDA, LLC, a Florida Limited Liability Company, with its principal place of business at 400 Eisenhower Lane North, Lombard, IL 60148, ("RedSpeed"). City and RedSpeed are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

### **RECITALS**

WHEREAS, on September 23, 2025, the City of North Port, Florida ("City"), and RedSpeed Florida, LLC ("RedSpeed") entered into an Agreement by and Between the City of North Port, Florida, and RedSpeed Florida, LLC, Term Contract Agreement No. 005-24 ("Original Agreement"), relating to a Speed Detection Camera System for School Zones; and

WHEREAS, the Original Agreement and this First Amendment are based on (i.e., "piggyback" from) the City of Plantation's contract for Speed Enforcement Services (the "Prior Agreement"), which was competitively procured pursuant to Section 2-220(b) of the Plantation City Code, through a formal solicitation for the services described herein; and

WHEREAS, pursuant to Section 8.R. of the Prior Agreement, the City of North Port is exercising the Contract Utilization Clause, allowing governmental entities to access and utilize the terms, conditions, and pricing set forth in the Original Agreement; and

WHEREAS, Section 3, *Terms*, Subsection 3.1, *Scope of Services and Term*, *B. Term* of the Prior Agreement provides that "the term of this Agreement shall have an initial term of five (5) years commencing on June 25, 2024, and expiring on June 24, 2029. In addition, the City reserves the right to extend this Agreement for one (1) additional five (5)-year period, provided RedSpeed also agrees in writing to the extension upon such terms as the City and RedSpeed agree;" and

WHEREAS, revisions to Exhibit B, Certificate of Liability Insurance, were necessary; and

WHEREAS, submission of an Insurance Requirements Request Form was required; and

WHEREAS, the parties now desire to amend the terms of the Original Agreement as set forth in this First Amendment; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the sufficiency and receipt of which are acknowledged, the parties agree that the Original Agreement is amended as follows, with all other terms in the Original Agreement remaining unchanged and in full force and effect:

### 1. EFFECT OF AMENDMENT/EFFECTIVE DATE

A. The parties ratify the terms and conditions of the Original Agreement not inconsistent with this First Amendment, all of which are incorporated by reference as if set forth fully herein. This First Amendment modifies the sections of the Original Agreement as identified herein. Where a section of the Original Agreement is not identified, the terms as they appear in the Original Agreement

remain and apply.

- B. All references to this "Agreement" in the Original Agreement and this First Amendment mean and include both the Original Agreement and this First Amendment.
- C. This First Amendment is effective as of the date the last party approves or executes it, as applicable, (the "Effective Date") and shall continue as otherwise provided in the Original Agreement.

### 1. ORIGINAL AGREEMENT SECTION 2.3 - Procurement

Section 2.3- Procurement of the Original Agreement is amended in its entirety as follows:

### 2.3 Procurement

This is a utilization of City of Plantation's contract for Speed Enforcement Services (the "Prior Agreement"), which was competitively procured pursuant to Plantation City Code Sec. 2- 220 (b) in which the City of Plantation sought formal competitive bids/proposals for the Services mentioned herein.

The City of Plantation competitive procurement process concluded that RedSpeed was the most advantageous firm to the City taking into consideration the evaluation factors and criteria set forth in the RFSP and successful negotiations.

The City of Plantation procurement procedures, which included public posting of the RFP, evaluation by Selection Committee and approval by council are similar to the City of North Port's procedures.

### 2. ORIGINAL AGREEMENT SECTION 4. - TERMS.

Section 4 of the Original Agreement is amended in its entirety as follows:

### **4.1 TERMS**

### 4.1 Scope of Services and Term

- A. General Scope of Services. RedSpeed shall furnish a turnkey solution for "Speed Photo Enforcement System" (herein "SPE System") to the City wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of RedSpeed, as further defined in this Agreement ("Services"). The Services are more specifically described in **Exhibit A** attached hereto and incorporated herein by this reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto, and all applicable local, state and federal laws, rules, and regulations. RedSpeed acknowledges that the City may enter into agreements with other firms for services similar to the Services that are the subject of this Agreement or may have its own employees perform services similar to the Services.
- B. <u>Term.</u> The term of this Agreement shall have an initial term commencing on the date the Agreement is signed by both parties and expiring on June 24, 2029.

4. ORIGINAL AGREEMENT SECTION 4. – RESPONSIBILITIES OF REDSPEED.

The title in Section 4 of the Original Agreement is amended in its entirety as follows:

- **5. RESPONSIBILITIES OF REDSPEED.**
- 5. ORIGINAL AGREEMENT SECTION 5. FEES AND PAYMENTS.

The title in Section 5 of the Original Agreement is amended in its entirety as follows:

- 6. FEES AND PAYMENTS.
- 6. ORIGINAL AGREEMENT SECTION 6. TERMINATION OF AGREEMENT.

The title in Section 6 of the Original Agreement is amended in its entirety as follows:

- 7. TERMINATION OF AGREEMENT.
- ORIGINAL AGREEMENT SECTION 7. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.

The title in Section 7 of the Original Agreement is amended in its entirety as follows:

- 8. OWNERSHIP OF MATERIALS AND CONFIDENTIALITY.
- 8. ORIGINAL AGREEMENT SECTION 8. -- GENERAL PROVISIONS.

The title in Section 8 of the Original Agreement is amended in its entirety as follows:

- 9. GENERAL PROVISIONS.
- 9. ORIGINAL AGREEMENT SECTION 8. -- GENERAL PROVISIONS.

Section Q. Contract Utilization Clause. shall be deleted in its entirety.

10. ORIGINAL AGREEMENT EXHIBIT A - NEGOTIATED SCOPE OF SERVICES

Section 1 of the Original Agreement, Exhibit A, is amended to add No. 33:

33. Summary Report of Monthly Receipts (Gross) less calculated fees (Net). Send to City's Accounting Manager and Police Department Senior Business Manager.

### 11. NEW EXHIBIT B - CERTIFICATE OF LIABILITY INSURANCE

Exhibit B Certificate of Liability Insurance, attached, replaces Exhibit B in the Original Agreement, and is incorporated as if set forth In the Agreement.

### 12. NEW EXHIBIT C- CITY OF NORTH PORT INSURANCE REQUIREMENTS REQUEST FORM

Exhibit C, attached, is hereby added as a new exhibit and is incorporated as if set forth in the Agreement.

**IN WITNESS WHEREOF,** the parties have executed this First Amendment as follows.

(This space intentionally left blank; signature pages follow)

| REDSPEED FLORIDA, LLC  |               |
|--|---------------|
| By:  |               |
| [Name of authorized signatory] [Title of authorized signatory]                           |               |
| Witness:   |               |
| [Name of Witness] Typed name of Witness  |               |
| Witness:   |               |
| [Name of Witness] Typed name of Witness  |               |
| SWORN ACKNOWLEDGE  | MENT          |
| STATE OF   |               |
| Sworn to (or affirmed) and subscribed before me by meanotarization, this day of 2025, by | (name),       |
| as (title) for<br>(entity).  |               |
|  | <u> </u>      |
|  | Notary Public |
| Personally Known OR Produced Identification Type of Identification Produced              |               |

| APPROVED by the City Commission of the City of North Port, Florida on |   |   |
|---|---|---|
|   | CITY OF NORTH PORT, FLORIDA                         |   |
|   | A. JEROME FLETCHER II, ICMA-CM, MPA<br>CITY MANAGER | _ |
| ATTEST  |   |   |
| HEATHER FAUST, MMC<br>CITY CLERK                                      |   |   |
| APPROVED AS TO FORM AND CORRECTNESS                                   |   |   |
| MICHAEL FUINO, B.C.S.   |   |   |

### **EXHIBIT B**

AJOHNSON

DATE(MM/DD/YYYY)

# CORD

### CERTIFICATE OF LIABILITY INSURANCE

10/14/2025

**REDSILL-01** 

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

| th  | is certificate does not confer rights  | to tl                     | ne ce  | rtificate holder in lieu of                   |                  |                            |   |   |                  |              |
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| PRO                                       | DUCER  |                           |  |   | NAME:            | CI Amy Jon                 | nson                                      |   |                  |              |
| Alliant Insurance Services, Inc.          |  |                           | (A/C No Est): (312) 595-8153   |   |                  |                            |   |   |                  |              |
| პნპ<br>Chic                               | N Clark St 11th Fl<br>cago, IL 60654   |                           |  |   | ADDRE            | ss: amy.jonn               | <del>ाडणा</del> ळ्याावा                   | nt.com                                      | ,.               |              |
| •   | 30, 12 0000  |                           |  |   | ADDICE           |                            |   | RDING COVERAGE                              |                  | NAIC#        |
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| DICL                                      | BED  |                           |  |   |                  |                            |   | and Liability Insurance                     |                  | 1            |
| INSU                                      |  |                           |  |   |                  |                            | Todarantee                                | and Liability insurance                     | - company        | 20247        |
|   | Redspeed Florida, LLC  |                           |  |   | INSURER C:       |                            |   |   |                  |              |
|   | 450 Eisenhower Lane North<br>Lombard, IL 60148   | 1                         |  |   | INSURER D :      |                            |   |   |                  |              |
|   | Edilibaid, iE do . 10  |                           |  |   | INSURER E:       |                            |   |   |                  |              |
| ~~  | VERAGES CER  | TIFK                      | ATE  | NUMBER:                                       | INSURE           | RF:                        |   | REVISION NUMBER                             |                  |              |
|   | IIS IS TO CERTIFY THAT THE POLICIE   |                           |  |   | AVE BEI          | EN ISSUED TO               |   |   | 15.5             | LICY PERIOD  |
| IN<br>CI                                  | DICATED. NOTWITHSTANDING ANY RE<br>ERTIFICATE MAY BE ISSUED OR MAY<br>(CLUSIONS AND CONDITIONS OF SUCH | QUIR<br>PER               | EMEN<br>TAIN,  | IT, TERM OR CONDITION<br>THE INSURANCE AFFORE | OF ANY<br>DED BY | THE POLICIE<br>EDUCED BY F | OR OTHER (<br>ES DESCRIBE<br>PAID CLAIMS. | DOCUMENT WITH RE                            | SPECT TO         | WHICH THIS 1 |
| INSR<br>LTR                               | TYPE OF INSURANCE  | ADDL                      | SUBR   | POLICY NUMBER                                 |                  | (MM/DD/YYYY)               | (MM/DD/YYYY)                              |   | LIMITS           | ì            |
| Α   | X COMMERCIAL GENERAL LIABILITY   |                           |  |   |                  |                            |   | EACH OCCURRENCE                             | \$               | 1,000,000    |
|   | CLAIMS-MADE X OCCUR  | X                         |  | CPO 6899538 - 02                              |                  | 10/9/2025                  | 10/9/2026                                 | DAMAGE TO RENTED<br>PREMISES (Ea occurrence | e) \$            | 1,000,000    |
|   |  |                           |  |   |                  |                            |   | MED EXP (Any one persor                     | ) \$             | 10,000       |
|   |  |                           |  |   | 1                |                            |   | PERSONAL & ADV INJUR                        | Y \$             | 1,000,000    |
|   | GEN'L AGGREGATE LIMIT APPLIES PER  |                           |  |   |                  |                            |   | GENERAL AGGREGATE                           | \$               | 2,000,000    |
|   | POLICY PRU- X LOC  |                           |  |   |                  |                            |   | PRODUCTS - COMP/OP A                        | GG \$            | 2,000,000    |
|   | OTHER:   |                           |  |   |                  |                            |   |   | \$               |              |
| В   | AUTOMOBILE LIABILITY   | $\vdash$                  | <u> </u>   |   |                  | -                          |   | COMBINED SINGLE LIMI<br>(Ea accident)       | s                | 1,000,000    |
| _   | X ANY AUTO   |                           |  | CPO 6899538 - 02                              | 10/9/2025        | 10/9/2026                  | BODILY INJURY (Per pers                   |   |                  |              |
|   | OWNED SCHEDULED AUTOS  |                           |  | 0, 0 0000000 02                               |                  |                            |   | BODILY INJURY (Per acci                     |                  |              |
|   |  |                           |  |   |                  |                            |   | PROPERTY DAMAGE                             | s s              |              |
|   | HIRED AUTOS ONLY AUTOS ONLY  |                           |  |   |                  |                            |   | (Per accident)                              | \$               |              |
| В   | X UMBRELLA LIAB X OCCUR  | $\vdash$                  | -  |   |                  |                            |   | FACILOCCUBRENCE                             | \$               | 10,000,000   |
| D   | X UMBRELLA LIAB X OCCUR  EXCESS LIAB CLAIMS-MADE   |                           | l  | AUC 6943723-02                                | 10/9/2025        | 10/9/2025                  | 10/9/2026                                 | EACH OCCURRENCE                             | <del>-   -</del> | 10,000,000   |
|   |  |                           |  | 700 0040120-02                                |                  |                            | AGGREGATE                                 | \$  | .0,000,000       |              |
|   | DED RETENTION S WORKERS COMPENSATION   | ₩                         | ├  |   |                  |                            |   | V TPER I TO                                 | \$<br>TH-<br>?   |              |
| A   | AND EMPLOYERS' LIABILITY   |                           |  | WC 6899539 - 02                               | 10/9/2025        | 10/9/2026                  |   |   | 1,000,000        |              |
|   | ANY PROPRIETOR/PARTNER/EXE CUTIVE UFFICER/MEMBER EXCLUDED?   |                           | 10/9/2025  | 10/3/2023                                     | 10/3/2020        | E.L. EACH ACCIDENT         | \$  | 1,000,000                                   |                  |              |
|   | (Mandatory in NH) If yes, describe under   |                           |  |   |                  |                            | E.L. DISEASE - EA ÉMPL                    | OYEE \$                                     | 1,000,000        |              |
|   | DESCRIPTION OF OPERATIONS below  |                           | <u> </u>   |   |                  |                            |   | E.L. DISEASE - POLICY L                     | IMIT \$          | 1,000,000    |
|   |  |                           |  |   |                  |                            |   |   |                  |              |
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| DES                                       | CRIPTION OF OPERATIONS / LOCATIONS / VEHIC   | LES (                     | ACORI  | D 101, Additional Remarks Schedu              | ıle, may b       | e attached if more         | e space is requir                         | ed)   |                  |              |
| •••                                       |  |                           |  |   |                  |                            |   |   |                  |              |
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| SEE                                       | ATTACHED ACORD 101   |                           |  |   |                  |                            |   |   |                  |              |
|   | TIELO ATE USE DED  |                           |  |   | CANC             | ELLATION                   |   |   |                  |              |
| CE  | RTIFICATE HOLDER   |                           |  |   | CANC             | ELLATION                   |   |   |                  |              |
| City of North Port<br>4970 City Hall Blvd |  |                           | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |   |                  |                            |   |   |                  |              |
| North Port, FL 34286                      |  | AUTHORIZED REPRESENTATIVE |  |   |                  |                            |   |   |                  |              |
| ř.  |  |                           |  |   |                  |                            |   |   |                  |              |

LOC #: 1



## **ADDITIONAL REMARKS SCHEDULE**

Page \_ 1\_ of \_ 1\_

| ACENCY   |                  | NAMED INCLIDED  |  |  |
|--|------------------|---|--|--|
| AGENCY<br>Alliant Insurance Services, Inc.   |                  | NAMED INSURED Redspeed Florida, LLC 450 Eisenhower Lane North Lombard, IL 60148 |  |  |
| POLICY NUMBER SEE PAGE 1   |                  | Lombard, IL 60148   |  |  |
| CARRIER  | NAIC CODE        |   |  |  |
| SEE PAGE 1   | SEE P 1          | EFFECTIVE DATE: SFF PAGE 1  |  |  |
| ADDITIONAL REMARKS   |                  |   |  |  |
| THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO A  | CORD FORM        | l,  |  |  |
| FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Lial  | bility Insurance |   |  |  |
| Description of Operations/Locations/Vehicles:  |                  |   |  |  |
| The following are included as Additional Insureds on t   | he General I     | Liabilty Policy per written contract: City of North Port                        |  |  |
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### **EXHIBIT C**



# City of North Port

Human Resources Department Risk Management 497° City Hall Boulevard North Port, FL 34286 Phone: 941.429.72∞ Fax: 941.429.7135

|                         | Print Form        |
|-------------------------|-------------------|
| Date of Request:        | 110/10/25         |
| Date Risk Received Requ | uest:             |
| Response Time           | <i>IEmergency</i> |

## **Insurance Requirements Request Form**

| Primary Dept.:               | olice                        | Requirements are for:  |  |  |
|------------------------------|------------------------------|--|--|--|
| Secondary Dept.: Po          | lice                         | (' Formal Solicitation   Solicitation #  |  |  |
| Contact Name/Phone#:         | Erika Schlabach 941-370-5736 | l Informal Solicitation (items purchased utilizing quotes and under the forma solicitation threshold)  |  |  |
| Duration of work1c,1enda,day | s)                           | (' Vendor Insurance Renewal Expiration Date  |  |  |
| On Site Work                 | lves                         | (' Insurance Update - attach original insurance requirements   |  |  |
| Estimated Cost of Work       | lunder \$5,000               | (i' Piggyback Contract (attach a copy of the contract insurance requirements, and list entity name/piggyback information in the summary below) |  |  |
| What are you purchasing      | g? Iservices                 |  |  |  |

### Provide a DETAILED description of the

Item being Purchased I Description of Work or Summary of Services being provided

Installing speed camera device systems in all school zones in the City. RedSpeed will be working with the project manager assigned by Public Works, Gary Slusar.

|                  | REQUIRED COVERAGE (*  |            |  |
|------------------|---|------------|--|
|                  | Compensation<br>and federal statutory limits apply.   |            | i <mark>al General Liability:</mark><br>e form required aggregate separate to thisjob.   |
| 0                | \$100,000 each accident<br>\$100,000 each employee<br>\$500,000 policy limit for diseases           | Cevel 1:   | \$300,000 each accident<br>\$600,000 general aggregate<br>\$600,000 products and completed ops<br>\$1 00,000 damage to rented premises |
| Level II         | \$500,000 each accident \$500,000 each employee \$1,000,000 solicy limit for diseases               | lever ri ; | \$1,000,000 products and completed ops   |
| Level II         | ll: \$3,000,000 each accident<br>\$1,000,000 each employee<br>\$1.፫q፬½፻፮ .ρ?1 icy liguzyy, 9½ ጀልѕ፻፮ | Level I    | \$100,000damage to rented premises    \$3,000,000 each occurrence  |
| 0                | Proof of current Worker's Compensation coverage   | 0          | \$6,000,000 general aggregate \$6,000,000 products and completed ops \$1,00,000 damage to rented premises                              |
| 0                | Worker's Compensation Exemption (notarized affidavit)   | •          | City of North Port to be named additionally insured  |
| 900 1 10/19/2021 |   | 0          | Proof of current General Liability Insurance coverage only   |

# **Commercial Auto Liability:** All owned, non-owned or hired Level I: \$300,000 each accident for property damage and bodily injury with contractual liability coverage Level II: \$1,000,000 each accident for property damage and bodily injury with contractual liability coverage evel III: \$3,000,000 each accident for property City of North Port to be named additionally insured Proof of current Commercial Auto Liability Insurance on ly

<u>Sub - Limits</u> - Personal Automobile Coverage \$100,000 per person \$200,000 per accident and

S100,000 property damage

Additional Insurances when Applicable:

| <b>Environmental</b> | Pollution | Liability |
|----------------------|-----------|-----------|
|----------------------|-----------|-----------|

\$100,000 each occurrence and \$300,000 eneral aggregate

### **Professional Liability**

Level | projects: 1 million per occurrence

1 million general aggragate

Level II projects: 1 millio per occurrence and 2 mm 10n general aggregate

Level Uprojects: 2 million per occurrence and 2 million general aggregate

### Required Insurance Coverage. not specified above:

| ype of insurance |  |
|------------------|--|
| imits:           |  |
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Additional Risk Comments:

Q

\* LIMITS SET PER PROVIDED PICEYPAIL AGREENENT NOTE: Submit this form and the certificate of insurance to Risk for final approval

PRIOR to making any purchases or allowing work to be performed.

Manager or Designee

Steve Lambert Claims Coordinator Phone: 941-429-7138 riskservices@cityofnorthport.com

Sandy Knowles Risk & Benefits Manager Phone: 941-429-7130 riskservices@cityofnorthport.com

Risk INS-900.l Updated 10/19/2021 Risk has assessed minimal insurance requirements per scope of work provided by the Department. Risk reserves the right to change, modify or amend coverage limits at any time.