

**CITY OF SANIBEL AGREEMENT TO PIGGYBACK OFF AGREEMENT FOR SPEED  
DETECTION SYSTEM SERVICES BETWEEN BAKER COUNTY SHERIFF'S OFFICE,  
FLORIDA AND ALTUMINT, INC. (CONTRACT FOR RFP 24-002)**

THIS AGREEMENT (“Agreement”) between CITY OF SANIBEL (“CITY”) and ALTUMINT, INC. (“CONTRACTOR”) is entered into on the date in which this Agreement is fully executed.

WHEREAS, the CITY has the legal authority to “piggyback” onto a contract procured by competitive bid process by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public;

WHEREAS, the CITY requires the services of a vendor that can provide photo enforcement services related to certain Speed Detection Systems, as defined in Section 316.003(84), Florida Statutes (2024); and

WHEREAS, CONTRACTOR has previously entered into an agreement with the Baker County Sheriff’s Office, Florida (“Baker County”), to provide such services, premised upon CONTRACTOR’s response to Baker County’s RFP 24-002, which resulted in a 19-page contract with Baker County, a true and correct copy of which is attached hereto as “Exhibit A” (the “Contract”); and

WHEREAS, attached to the Contract as Schedule A is a 1-page rate schedule including the rates at which CONTRACTOR agreed to provide such services on a per system basis;

WHEREAS, pursuant to the Contract, the present term of the Contract continues through July 25, 2029, and may be renewed for up to three additional three-year terms upon mutual agreement of the parties; and

WHEREAS, the CITY desires to “piggyback” onto the above-referenced Contract between the CONTRACTOR and Baker County, for utilization of the same services at the same

rates as the Contract, but with two Speed Detection Systems and associated cameras (rather than 10), and the CONTRACTOR consents to the aforesaid “piggybacking.”

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The above stated recitals are true and correct.
2. Except as otherwise stated herein, the terms and conditions of the Contract (including, without limitation, the fee schedule in Schedule A of the Contract) shall form the basis of this Agreement, with the CITY and the CONTRACTOR having all the rights, duties and obligations to one another as though the CITY was the original party to the Contract in place of Baker County. The Contract is hereby incorporated into this Agreement, and if any provision of this Agreement conflicts with any provision of the Contract, then the terms, conditions and provisions of this Agreement shall control.
3. No deviation from the Contract will be allowed, honored or compensated unless accompanied by a written change order, signed by authorized representatives of both the CITY and the CONTRACTOR.
4. The terms and of the Contract are modified, amended or supplemented as follows, to further address the CITY’s replacement of Baker County in the Contract:
  - a. Introductory paragraph, replace the office address for Baker County with 800 Dunlop Road, Sanibel, FL 33957
  - b. Section 10, replace contact information for records custodian to:

City Clerk Scotty Lynn Kelly  
800 Dunlop Road  
Sanibel, FL 33957  
239.472.3700  
Scotty.kelly@mysanibel.com
  - c. Section 19: replace “Baker County” with “Lee County”

**[END OF AGREEMENT – SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement to be effective as of the date first above written.

**CITY OF SANIBEL**

**ALTUMINT, INC.**

\_\_\_\_\_  
By: Dana Souza  
Title: City Manager

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

ATTEST

\_\_\_\_\_  
City Clerk

Approved as to form: \_\_\_\_\_  
John D. Agnew, City Attorney

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

## Photo Enforcement Services Agreement

Baker County Sheriff's Office, FL

This **Photo Enforcement Services Agreement** (the "Agreement") is made and entered into this 25th day of July 2024 (the "Effective Date"), by and between Altumint, Inc., a Maryland corporation registered to do business in Florida, with offices at 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706 ("Altumint"), a Florida profit corporation, and Baker County Sheriff's Office, Florida, with an office at One Sheriff's Office Dr., Macclenny, FL 32063 ("Client", "BCSO").

### 1. Definitions

Parties: Altumint and Baker County Sheriff's Office

### 2. Background

**Whereas**, Altumint is in the business of providing automated traffic violation detection, imaging and administrative services to authorized municipalities and government agencies in compliance with state law and local code of ordinances, using Altumint's proprietary systems (as more specifically described herein below, the "Services"); and

**Whereas**, Client is an authorized municipality or government agency with a need for such Services; and

**Whereas**, Client desires to contract, pursuant to the terms and conditions of this Agreement, with Altumint for the provision of such Services.

**Now, therefore**, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Client and Altumint agree as follows:

### 3. Services

During the Term of this Agreement, and in consideration of the Fees specified in Schedule A ("Altumint Fees") and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Altumint shall use reasonable commercial efforts to provide the Services to Client in accordance with the terms and conditions of this Agreement. Services shall include the following:

#### a. Detection and Recording of Potential Traffic Violations

Altumint will make available to Client certain Speed Detection Systems as defined in §316.003(83) Florida Statutes ("FS") (hereinafter "Speed Detection System(s)"), which work in conjunction with a using radar or LiDAR and to capture a photograph or video of the rear of a motor vehicle that exceeds the speed limit in force at the time of the violation, using photographic, video, or electronic camera and, at Altumint's expense but in accordance with the fees set forth in this Agreement, may also include certain equipment provided by third parties, to produce photographs, video or digital images of vehicles potentially violating traffic laws, and which may include, but are not limited to, portable, mobile and or fixed site camera systems ("Speed Detection System") to detect and record potential traffic violations at the

service locations(s) selected by Client (“Recorded Events”). Altumint and Client each agree to operate the Speed Detection System in a manner consistent with the terms and conditions of this Agreement and in full compliance with Florida law and County Code, including without limitation, Chapter 2023-174 Laws of Florida as codified in Chapter 316 FS, and including any administrative rules or directives promulgated by the Florida Department of Transportation (“FDOT”). Client and Altumint also each agree to operate all Speed Detection Systems in compliance with applicable and prevailing laws of the state and/or local jurisdiction.

### **b. Initial Validation of Recorded Events**

Altumint will promptly perform a preliminary review of Recorded Events data for the sole purpose of attempting to filter Recorded Event data that is of insufficient quality for further use. For example, and without limitation, Altumint may filter Recorded Events data in which no motor vehicle registration plate information or only partial information is reasonably discernible from the Recorded Event. Client will have the sole and exclusive responsibility for the final review of Recorded Events data not filtered by Altumint and the authorization and issuance of a Notice of Violation thereafter.

### **c. Motor Vehicle Records**

Altumint will promptly retrieve applicable Motor Vehicle Administration (“MVA”) records from Florida and other states’ databases for motor vehicles photographed in Recorded Events using registration plate information from such vehicles, where such information is reasonably discernible from the Recorded Event. Client agrees to provide Altumint with the required authorizations and applicable access codes for Altumint to effectuate such retrieval of MVA records, if such authorizations are legal. The retrieval of MVA records by Altumint is solely for the purpose of presenting such information to Client and Client shall be responsible for confirming the accuracy of and matching the information to the subject motor vehicle in each instance. Altumint agrees that it will use all MVA databases in accordance with any use limitations and restrictions imposed by law, the owner of the database, any government or Client.

### **d. Access to Website**

After Altumint has completed its preliminary review of Recorded Events data, Altumint shall post Recorded Events data not filtered by Altumint to Altumint’s proprietary Vioview™ software via the internet to allow for Client’s review of Recorded Events on Altumint’s website and authorization and issuance of Notices of Violation. Availability of the website and Vioview software will be generally twenty-four (24) hours per day, seven (7) days per week; provided, however, that such availability is subject to change without advance notice as a result of system maintenance, unplanned downtime, and other factors and circumstances beyond Altumint’s control. Altumint will not be responsible for any such reasonable unavailability or downtime. Client’s use of the website and Vioview software is governed by the terms of this Agreement and the Terms of Service posted on the website. (Schedule B – as attached and incorporated herein by reference).

### **e. Payments by Mail and Online**

Notice of Violation payments may be made by check, money order, or credit card. Altumint, directly and or through Altumint's third-party processor, will process payments made by mail and, at no additional cost to Client, provide the capability for individuals receiving Notices of Violation to view and pay Notices of Violation online by credit card. All Notices of Violation and delinquent notices will expressly state that all payments of fines are to be made payable to Client at the designated physical or website address. All payments of Notices of Violation will be deposited into the Lockbox Account described in Section 8 below. Payments of Notices of Violation will be tracked using the system of record, Vioview Financial Tracking System ("Vioview FTS").

### **f. Notices of Violation and Delinquent/Final Notices, Printing, and Mailing**

Altumint, directly or through Altumint's printing services provider, at no additional cost to Client, will print and mail a Notice of Violation issued by Client or Client's Approving Authorities (as defined in Section 3(f) below), and one delinquent (or one Final) notice for outstanding Notice of Violation (collectively, "Notices") to the registered owner/lessee/other of motor vehicles bearing State of Florida plates and out-of-state plates to whom a Notice of Violation has been approved by Client. Such Notices will be in a fixed, standardized format pre-approved by Client. Delinquent or Final notices will include notification of any Related Fees as defined on Schedule A as attached and incorporated herein by reference. Client will be responsible for ensuring that the format and content of Notices comply with all applicable laws, rules and regulations. Notices of Violation will be mailed to the individual and address specified on the issued Notices of Violation, which shall be the name, and address of the registered owner/lessee/other of the vehicle as shown on the vehicle registration records. Delinquent or Final Notice(s) will be mailed to the address on the issued Notice of Violation unless an updated address becomes available to Altumint.

### **g. Hearings**

Altumint will make available, at Altumint's expense, a qualified expert representative to attend and provide testimony for the initial hearing for Notices of Violation provided that Altumint received at least thirty (30) days prior written notice of each such hearing. Altumint is not responsible for the outcome of any such hearing. In the event of additional expert testimony requests Client will reimburse Altumint for costs incurred in making such expert available to testify, including reasonable travel, lodging and related expenses.

### **h. Maintenance and Support**

Altumint will, in a timely and prompt manner, maintain and service the Speed Detection System. Altumint will be on call to correct any malfunction that renders the Speed Detection System inoperable during enforcement hours. Any and all maintenance records shall be considered Confidential Information (defined hereafter) and shall not be disclosed to Client or anyone else, except as provided in the Confidentiality Section of this Agreement.

### **i. Training**

Altumint, at no additional charge to Client, will be responsible for training Client to perform its responsibilities under this Agreement. This includes training new operators as staffing assignments may change at the sole discretion of the Client.

### **j. Service Locations**

Altumint shall provide to Client, without charge, technical advice as to the feasibility of proposed Service Locations.

### **k. Citizen Inquiries**

Altumint shall provide, and include on Notices of Violation, a telephone number to which recipients of Notices of Violation may call Monday-Friday, 8:00 a.m. to 5:00 p.m. (ET), excluding legal holidays, to speak with a knowledgeable attendant to make inquiries and receive prompt informed answers to questions regarding such Notices of Violation, billing and payment procedures and status of payments and hearing dates. Altumint may, at Altumint's expense, employ the services of a customer service call center with properly trained and knowledgeable attendants; Client specifically agrees that such call center's representatives are Altumint's agents, and may access and view any and all information relevant and/or necessary for the provision of the Services described hereunder.

### **l. Hearing Dockets**

If requested by Client, Altumint, in consultation with Client, shall prepare and submit to the applicable hearing officer or Court all paperwork and other documentation necessary for scheduling of hearings on all Notices of Violation then ripe for review or adjudication. Altumint shall only send a notice to appear at a hearing, approved by Client, for recipients of Notices of Violation who have made a timely hearing request.

### **m. Collections Support**

Altumint acknowledges that Client may place the collection of unpaid Notices of Violation issued pursuant to the terms and conditions of this Agreement and past due debt owed to Client resulting from past due Notices of Violation and Related Fees with a third party, for purposes of filing collection actions against any motorist and/or debtor who fails to pay amounts due and owing under any Notices of Violation. Client shall be solely responsible for any and all court costs, filing fees, collection fees, attorney fees and other expenses incurred by Client as part of that collection effort. In association with contractual agreements referenced hereunder, Altumint is hereby authorized to provide a third party with whom the Client contracts to provide debt collections services, with any and all information relevant and/or necessary for the collection of unpaid Notices of Violation, including personal information of the recipients of the Notices of Violation, but Client is not obligated to use the third party provided by Altumint, or pursue collection of unpaid Notices of Violation at all. Altumint's obligations to cooperate and provide information to any third party whom the Client contracts to provide debt collections services shall continue throughout the term of the

Agreement and for a period of twenty-four (24) months following the termination of this Agreement. Client agrees to pay Altumint an additional Processing and Administration Fee set forth in Schedule A for providing information and administrative services for the collection effort performed by a third party hired by Client.

#### **4. Client's Responsibilities**

Client acknowledges that certain aspects of the Service require the participation and cooperation of Client, without which Altumint's performance of the Services may be significantly impaired or delayed. Client is responsible for the following:

##### **a. Service Location**

Client will select the location(s) at which the Speed Detection System will detect and record potential violations ("Service Location(s)"). After the commencement of service at a Service Location, Client may elect to change the Service Location by notifying Altumint, but Altumint reserves the right to decline a request to change a Service Location that in Altumint's opinion is technically infeasible. Neither Client nor Altumint may use the Services for any purpose not allowed by law.

##### **b. Preserve the Speed Detection System**

Client acknowledges that the Speed Detection System used to detect and record Recorded Events and is the intellectual property of Altumint. Client agrees to prohibit movement of and access to the Speed Detection System by anyone other than Client and Altumint personnel, but Client is not responsible for the security of the Speed Detection System, or the intentional or negligent acts of any third parties, or traffic accidents causing damage or destruction of the Speed Detection System.

##### **c. Operate the Traffic Speed Detection System**

After installation, Altumint has the sole responsibility to operate the traffic Speed Detection System (although Client has the responsibility to issue Notices of Violation), including equipment maintenance and the functions outlined in this Agreement as the responsibility of Altumint.

##### **d. Maintain Daily Self-Test Log**

Altumint will maintain a daily self-test log when applicable to record the Speed Detection System's self-test results.

##### **e. Designate Notice of Violation Approving Authorities**

Client shall select and designate certain sworn officers or other duly authorized approving authorities ("Approving Authorities") who shall review Recorded Events, identify traffic violations, and lawfully authorize and issue Notices of Violation for such identified violations using the Vioview™ software and website. Client has sole responsibility for ensuring that the designated approving authorities are duly and lawfully authorized to receive and view MVA records and issue Notices of Violation for pertinent traffic violations. Altumint will assign



those authorities a login-ID for accessing Vioview™ software and website. The parties agree that Altumint shall not be the Approving Authority.

#### **f. Safeguard Login Information**

Client will receive one (1) login-ID to Vioview per Approving Authority. Client acknowledges that Vioview login-IDs allow full access to Recorded Event data, including but not limited to, information derived from MVA records, and allows the ability to authorize and issue Notices of Violation. Client shall be solely and exclusively responsible for safeguarding Vioview login-IDs issued to Client and ensuring that unauthorized individuals do not gain access to Vioview through use of Client's login-ID. Altumint will also provide Client one (1) Vioview FTS login-ID for the exclusive use by individuals authorized by Client to view Notices of Violation and financial information. It shall be the Client's responsibility to safeguard the Vioview FTS login-ID as issued. Client will immediately notify Altumint of any compromise or suspected compromise of any login-ID within its knowledge. Use of Vioview FTS is governed by the terms of service posted on the Vioview website.

#### **g. Collection of Notice of Violation Payments by Client**

Client shall not collect Notice of Violation payments in any manner that is inconsistent with the provisions of this Agreement. Client shall instruct individuals to either pay online or mail all such payments to the Lockbox Account described in the Distribution of Funds Section.

### **5. Credit Card Processing**

Altumint will provide the capability for individuals receiving Notices of Violation to pay their Notices of Violation by credit card at no additional charge to Client. Altumint will provide individuals receiving Notices of Violation access to its website via the internet to view and pay Notices of Violation online. Altumint is solely responsible for the functionality, security and maintenance of the payment system and will ensure that it conforms to all federal, local, and state laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment. Credit card processing costs will be paid by Altumint; Altumint is authorized to charge a reasonable credit card convenience fee in compliance with state and federal law, to individuals who pay by credit card and such credit card convenience fees are not considered revenue under this Agreement and will be retained in full by Altumint. If Altumint charges a credit card convenience fee, Altumint shall disclose said fee on the payment portal of its website prior to finalizing payment, allowing the payor to opt out before the fee is implemented.

### **6. System Ownership, Operation, Maintenance, and Modifications**

- a. Altumint does not convey any equipment or system to Client. Equipment or system or any part of the equipment or system provided or used by Altumint in connection with the provision of Services under this Agreement is and shall remain the exclusive property of Altumint. Upon termination of this Agreement as provided below, Altumint may recall all or any of its Speed Detection System and Client agrees to make such recalled portion of the Speed Detection System immediately available for retrieval by Altumint.
- b. Upgrades to Altumint's Speed Detection System and/or reinstallations and/or modifications

of hardware or software which are requested in writing by the Client but reasonably not deemed necessary or required for proper, lawful system operation by Altumint, shall be made at the sole expense of Client. This includes, but is not limited to, the actual cost of the upgrades, modification, or replacements of said system, hardware or software, along with shipping expenses, travel expenses if required, and labor costs at Altumint's then-current hourly rate. Altumint must provide to the Client a detailed accounting of these costs and expenses and the cost and expenses must be pre-approved by Client in writing and conform to Client's billing practices prior to Altumint undertaking the upgrade(s). If equipment repairs or replacement are due to Client's neglect or misuse, then Client shall reimburse Altumint the reasonable costs of such repair or replacement.

## **7. Software Training and Support**

Throughout the Term of this Agreement, Altumint at no additional cost to Client, agrees to provide training for Altumint's Vioview and Vioview FTS software and website. Altumint will provide a reasonable number of reference manuals describing the features and operations for Vioview and Vioview FTS. Altumint will endeavor to provide updates to Vioview and Vioview FTS software within a reasonable time after they become generally available; provided, however, that Altumint has no obligation under this Agreement to update or modify its software in any way not required for lawful use. Throughout the Term of this Agreement, reasonable technical assistance will be available by telephone at no charge to Client during the hours of 8:00 a.m. to 5:00 p.m. (ET), Monday through Friday (with the exception of all state and nationally recognized holidays).

## **8. Altumint Fees**

- a. Fees.** In exchange for the Services described in this Agreement, Client agrees to pay Altumint the Fees set forth on Schedule A. Fees will be calculated based on documentation and reports extracted from Vioview FTS. Client agrees that, subject to reconciliation and audit as hereinafter provided, such documentation from Vioview FTS is a fair and accurate basis for the calculation of the fees due under this Agreement and such documentation shall be relevant and material in any dispute between the parties with respect to fees due hereunder. Altumint and Client will have access to Vioview FTS reports. Altumint will use these reports to calculate fees due to Altumint.
- b. Cost Neutrality.** Altumint, and not Client, shall be responsible for all ongoing costs of the program. Specifically, Client shall not pay any Altumint operating expenses, "upfront" or capital costs for the Speed Detection System. In the event that the total monthly fees set forth in Schedule A exceed the net revenues of the portion of fines lawfully retained by Client in a given month, the remaining unpaid fees shall "rollover" and be added to the following month's fee total. Upon the termination or expiration of this Agreement, to the extent any such unpaid rollover amounts would otherwise be owed to Altumint, such amounts shall be forgiven, and no payment will be owed by Client. Client shall not pay any fees or expenses whatsoever "out-of-pocket" to Altumint for any services with the exception of:

- 1) Travel and related expenses (no hourly paid) of an expert, if required, as

provided in 2g above;

2) Collections support in 2m above.

- c. For the purposes of this section, “net revenues” are defined as the amount actually received by the Client as its portion of the ticket payment and does not include deduction of Client’s internal expenses.
- d. **Fee Increases.** Fees may be increased at the end of each contract year by the lesser of: (i) three percent (3%); or (ii) the increase in the Consumer Price Index over the preceding eighteen (18) months. Altumint shall provide thirty (30) days’ written notice prior to any such increase.

## 9. Distribution of Funds

As an administrative convenience to the Client and to ensure accurate and complete tracking of program funds, Altumint will establish, at no additional cost to the Client, a bank account with lockbox service (“Lockbox Account”) for the purpose of accepting deposits of violation payments, including credit card payments and returned check processing costs. Within the Lockbox Account, Client violation payments are applied to open Notices of Violation and reconciled on a weekly basis. Furthermore, on a monthly basis, on the first Friday, or the following business day in the event that Friday falls on a bank holiday, commencing the month following the first payment receipt, Client expressly authorizes Altumint to distribute funds in accordance with Florida Statutes, including Client’s statutory portion of the funds deposited net of the Fees set forth in Schedule A. Altumint, at no additional cost to Client, agrees to maintain such bank account for a minimum of twelve (12) months after the date of termination of this Agreement.

## 10. Confidentiality; Public Records

- a. Client and Altumint agree not to disclose information related to performance of the Services under this Agreement, including but not limited to the information identified in Sections 2(c) and 2(f) of this Agreement, to anyone except as required by law (including the Public Records Act and Florida Sunshine Act), or by mutual agreement. Only trade secrets recognized by a Florida court of law as meeting the requirements for a statutory public records exemption are protected from disclosure under Florida’s Public Records Act. If Altumint has a trade secrets claim as to public records (as defined by Chapter 119 FS) produced to the Client, contractor must clearly designate documents as “This Document Contains Trade Secrets” in bold 12 point minimum type, in the header of each page of such documents so claimed, or in another obvious location for public records other than documents. The CLIENT shall then not produce such records (or portions thereof identified by Altumint) without a court order. Altumint agrees that the Client is not responsible for evaluating the legal validity of Altumint’s trade secret claim under Chapter 119, Florida Statutes or any trade secret exemption statute claimed by Altumint, and Altumint indemnifies the Client, its officers, agents and employees against all claims, lawsuits, or government actions, including without limitation, attorney fees and costs through appeal for the Client and its officers, agents and employees, or payable by the Client or its officers, agents and employees to the public records requestor or State if

such fees are granted by the court to the public records requestor litigant or the State. It is solely the responsibility of Altumint to ensure that a provision similar to this one is in each and every sub-contract (or lease) contractor enters into where there might be an obligation on the part of Altumint or Client to produce public records under Florida's Public Records Law, Chapter 119 FS.

- b. PUBLIC RECORDS ACCESS PROVISION REQUIRED BY FLORIDA LAW:** Altumint shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Altumint shall keep and maintain public records required to perform the services under this Agreement.
- c.** This Agreement may be unilaterally canceled by the Client for refusal by Altumint to either provide public records to the Client upon request, or to allow inspection and copying of all public records made or received by Altumint in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- d.** If Altumint meets the definition of "contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
  - 1) Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Client. If the Client does not possess the requested records, the Client shall immediately notify Altumint of the request, and Altumint must provide the records to the Client or allow the records to be inspected or copied within a reasonable time. If Altumint fails to provide the public records to the Client within a reasonable time, Altumint may be subject to penalties under s. 119.10, F.S.
  - 2) Upon request from the Client's custodian of public records, Altumint shall provide the Client 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.
  - 3) Altumint shall identify and ensure that all 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 Altumint does not transfer the records to the Client.
  - 4) Upon completion of the Agreement, Altumint shall transfer, at no cost to Client, all public records in possession of Altumint or keep and maintain public records required by the Client to perform the services under this Agreement. If Altumint transfers all public records to the Client upon completion of the Agreement, Altumint shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements, except to the extent such records are required to be retained

by law or regulation. If Altumint keeps and maintains public records upon completion of the Agreement, Altumint shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Client, upon request from the Client's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Client.

IF ALTUMINT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ALTUMINT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE BAKER COUNTY SHERIFF'S OFFICE'S CUSTODIAN OF PUBLIC RECORDS by telephone at (904)259-2231, by email at [Publicrecordsrequest@bakerso.com](mailto:Publicrecordsrequest@bakerso.com), or at the mailing address below:

Public Records Request  
1 Sheriff's Office Drive  
Macclenny, FL 32063

## **11. Term, Commencement of Service, and Termination**

### **A. Term**

The term of this Agreement shall be effective on the Execution Date. The Initial Term of this Agreement shall start on the first day of the month immediately following the first citation of the last speed camera installed and remain in effect for a period of five (5) years (the "Initial Term") unless otherwise terminated as provided herein. Upon the expiration of the Initial Term, this Agreement will automatically renew for periods of three (3) years each (each three (3) year period being a "Renewal Term", and collectively with the Initial Term is referred to as the "Term") upon the same terms and conditions unless either Client or Altumint elects not to renew, in which case the terminating party must notify the other party in writing at least ninety (90) days prior to the commencement of the applicable Renewal Term.

### **B. Termination for Convenience.**

Notwithstanding subsection (A) "Term" above, either party may terminate this Agreement for convenience, without cause or default, and without any damages or costs associated with such termination, by providing the other party sixty (60) days prior written notice to the non-terminating party and declare the effective date of such termination. Upon termination under this subsection the Client and Altumint shall reconcile amounts owed and/or to which each is entitled pursuant to the Notice of Violation payment provisions under this Agreement, up to the date of termination of this Agreement.

### **C. Effect of Termination**

In the event of any termination of this Agreement, Client will suspend operations of the Speed Detection System and allow Altumint to collect such Speed Detection System upon the date of termination. Client will return to Altumint within thirty (30) working days of the termination date all manuals, documentation and all other property and materials of Altumint provided to Client hereunder. Altumint and Client for a period of twenty-four (24) months after the termination date will continue the collection and distribution of revenue in accordance with this Agreement. Furthermore, Altumint shall operate with a third party with whom the Client contracts to provide debt collections services in connection with their collection efforts, if any, relating to any Notices of Violation for a period of twenty-four (24) months after the termination date.

#### **D. Suspension of Services**

The Client and Altumint reserve the right to suspend immediately any Services if continuation of such Services creates an unsafe condition. Upon notification from Altumint or the Client, in writing, Altumint and Client will suspend such Services until the parties agree to and resolve the condition(s) that led to the suspension. Altumint shall be obligated to continue the processing of Recorded Events prior to the notice of suspension or termination of Services, and Client shall continue the processing of all Notices of Violation based upon such Recorded Events.

#### **E. Survival of Certain Terms**

The provisions of Sections 7, 8, 9, 11, 12, 13, 18 and 20 shall survive any suspension or revocation or operations or termination of this Agreement. No termination of this Agreement by either party for any reason shall serve to cancel, waive or otherwise affect any fees due to Altumint or Client hereunder resulting from Recorded Events having accrued on or before the effective date of any such termination.

## **12. Representations and Warranties**

Client represents and warrants that:

- a. Client is a tax-exempt entity under the rules of the Internal Revenue Service.
- b. Client will comply with all applicable laws, rules, and regulations in the use of the Services and in the performance of its obligations under and connection with this Agreement.

Altumint represents and warrants that it will perform the Services with care, skill, and diligence, in a commercially reasonable and professional manner, and shall be responsible for the professional quality and technical accuracy of the Services furnished under this Agreement. Altumint shall comply with all applicable laws, rules and regulations fulfilling Altumint's obligations under this Agreement.

Altumint owns and has the right to use, and make available for use by Client, Vioview, Vioview FTS and any similar software for the purposes of providing Services under this Agreement, and that such use will not violate or infringe upon the title or rights of use of such software by others.

- c. No Other Warranties

EXCEPT AS EXPRESSLY PROVIDED ABOVE, ALTUMINT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR ANY WARRANTY REGARDING THE PRODUCTIVITY OF

## THE SYSTEM OF ALTUMINT.

### **13. Insurance and Limitation of Liability**

Altumint shall purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance and workers' compensation insurance with limits of not less than the following: (a) Personal injury liability insurance with a limit of \$1,000,000 each occurrence/\$2,000,000 aggregate; Property damage liability insurance with limits of \$500,000 each occurrence/\$1,000,000 aggregate. Such insurance shall include completed operations and contractual liability coverage; (b) Automobile fleet insurance \$1,000,000 for each occurrence/aggregate; property damage \$500,000 for each occurrence/aggregate; and (c) Altumint shall comply with the requirements and benefits established by the State of Florida for the provision of Workers' Compensation Insurance. Altumint shall provide workers' compensation insurance meeting the statutory limits for Florida and Employers' Liability limits of \$500,000.

Altumint shall ensure that its insurance policies make the Client an additional insured, waive any right of subrogation against the Client or its insurers.

Altumint covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Altumint on behalf of the Client under this Agreement. Upon commencement of this Agreement, and thereafter as requested by Client, Altumint shall provide Client with a certificate or certificates evidencing the coverages required by this Section.

ALTUMINT'S MAXIMUM CUMULATIVE LIABILITY TO CLIENT ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED FIVE MILLION DOLLARS (\$5,000,000). IN NO EVENT WILL ALTUMINT BE LIABLE TO CLIENT FOR ANY PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THIS AGREEMENT, EVEN IF ALTUMINT HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES

### **14. Indemnification**

Altumint shall defend, indemnify and hold harmless the Client and all of the Client's officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs such as collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Altumint, its officers, agents or employees in performance or non-performance of its obligations under the Agreement. Altumint recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to the Client when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the Client in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Altumint of its liability and obligation to defend, hold harmless and indemnify the Client as set forth in this article of the Agreement.

In the event any lawsuit or other proceeding is brought against Client by reason of any of the above

indemnifiable claim, cause of action or demand, Altumint shall, upon written notice from Client, resist and defend such lawsuit or proceeding by counsel satisfactory to Client. The provisions and obligations of this section shall survive the expiration or earlier termination of this Contract.

Nothing herein shall be construed to extend the Client's liability beyond that provided in section 768.28, Florida Statutes.

## **15. Compliance with Laws**

Altumint and Client each agree to comply with all applicable laws governing this Agreement and the performance of its terms, including laws governing the confidentiality of information, and agree that the Services shall be used only for the permitted purposes. Altumint and Client further agree that, unless authorized by Client, the information provided by Client and/or MVA databases including the names and addresses and associated information of persons and entities that have received a Notice of Violation, shall remain confidential and shall not be sold or shared with any other non-law enforcement agency, company or entity for any purpose, including but not limited to marketing, sales, and/or soliNotices of Violation.

## **16. Force Majeure**

Altumint shall not be liable for any delays or failures in the system of Altumint or otherwise in the performance of the Services, which delays, or failures are directly or indirectly caused by vandalism, flood, storm, lightning, earthquake, tornado, other Acts of God, or war, riot, sabotage, strike, utility outage or other factors or circumstances beyond Altumint's reasonable control.

## **17. Independent Contractors**

With respect to each other, Altumint and Client are independent contractors, and neither party, nor their respective officers, agents, employees, shall be deemed to be employees by the other party for any purpose. Further, Altumint and Client shall not be deemed to be partners, agents, joint ventures, or anything other than independent contractors.

## **18. Assignment**

Neither Altumint nor Client is permitted to assign this Agreement without the prior written consent of the other Parties, except that Altumint may assign this Agreement to a third party that purchases all, or substantially all, of Altumint's assets in one or a series of related transactions provided that such third party agrees in writing to honor Altumint's obligations pursuant to this Agreement.

## **19. Governing Law; Venue**

This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Florida without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state courts in the State of Florida. Venue shall be in state court in Baker County. Jurisdiction in federal courts is specifically waived by both Parties. All Parties to this Agreement hereby submit themselves to the jurisdiction of any such court and agree that service of process on



them in any such action, suit or proceeding may be affected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs, and disbursements, through appeals.

## **20. Notices**

All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally shall be deemed communicated as of the date of actual receipt, mailed notices shall be deemed communicated as of the date three (3) business days after mailing, and notices sent by courier shall be deemed communicated as of the date two (2) business days after pick-up.

## **21. Retention of Records by Altumint**

Altumint will store recorded images associated with issued Notices of Violation and related Notice of Violation information ("Event Records") developed for the Client in the course of providing Services under this Agreement in accordance with chapter 119 FS, and the following rules per HB 657 enacted July 1, 2023:

- a. Any recorded video or photograph obtained through the use of a speed detection system must be destroyed within 90 days after the final disposition of the recorded event.
- b. Altumint will provide the Client with written notice by December 31 of each year that such records have been destroyed in accordance with this subsection.

Altumint is neither a government agency nor an "official custodian of a "public record"" as those terms are defined under the Florida Public Records Act (or any successor or other applicable statutes), the federal Freedom of Information Act, or any other jurisdictions' public records information access statutory scheme. Nevertheless, Altumint must comply with Section 119.0701, F.S. as provided above in the "Public Records" provision above if it is deemed to be "acting on behalf of" the Client.

## **22. Cooperative Agreement**

If authorized by the Contractor, this contract may be extended to any jurisdiction in the State of Florida at the contract prices in accordance with the contract terms. Any jurisdiction using this contract shall place its own order(s) with Altumint. The Baker County Sheriff's Office acts only as the contracting agency and not responsible for placement of orders, payment, or discrepancies of the participating jurisdictions. It is the responsibility to notify the jurisdictions of the availability of the contract.

## **23. Entire Agreement**

This Agreement contains the entire agreement between the Parties as to the subject matter herein

and supersedes and replaces all prior contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

## 24. Severability

If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.


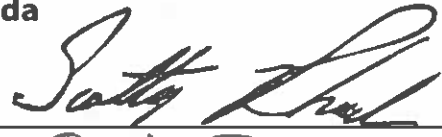
## 25. Counterparts

This Agreement may be executed in counterparts of each which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by .pdf or similar electronic file shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

## 26. Execution

Execution of this Agreement is dependent upon County Commission approval of this Agreement.

**IN WITNESS WHEREOF**, the duly authorized representatives of the parties hereto have affixed their signatures below:

<b>Altumint, Inc.</b>  By:  Name: <u>Holly Cooper</u> Title: <u>CEO</u>	<b>Baker County Sheriff's Office, Florida</b>  By:  Name: <u>Scotty Rhoden</u> Title: <u>Sheriff</u>
--	--

**Schedule A**  
**PHOTO ENFORCEMENT SERVICES AGREEMENT**  
**BAKER COUNTY SHERIFF'S**  
**OFFICE, FLORIDA AND**  
**ALTUMINT, INC**

1. **Service Location:** School zone speed enforcement zones as directed by CLIENT and mutually agreed to by Altumint.
2. **Fee due to ALTUMINT:** For the provisioning, deployment, operation, maintenance & service of each Speed Detection System, along with our full suite of back-office processing services such as postage, printing, payment processing, certified mailing, court docket preparation, registration holds, customer service agents, reporting, etc. CLIENT shall pay ALTUMINT Fees as follows:

Speed Detection System(s)	Number of Systems	Monthly Rental Fee for Each Speed Detection System	Fixed Violation Processing Fee
BlackHawk™	10	\$3,499	No additional charge for the first 2,500 total mailed violations each month. Each additional violation is \$8 per mailed violation
Flock Falcon Cameras	10	No charge	N/A

**Schedule B**  
**Vioview™ Terms of Service**  
**BAKER COUNTY SHERIFF'S**  
**OFFICE, FLORIDA AND**  
**ALTUMINT, INC**

Last updated: August 26, 2020

Please read these terms and conditions carefully before using Our Service.

## **Interpretation and Definitions**

### **Interpretation**

The words of which the initial letter is capitalized have meanings defined under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

### **Definitions**

For the purposes of these Terms and Conditions:

- **Affiliate** means an entity that controls is controlled by, or is under common control with a party, where "control" means ownership of 50% or more of the shares, equity interest, or other securities entitled to vote for the election of directors or other managing authority.
- **Country** refers to: State of Florida, United States.
- **Company** (referred to as either "the Company", "We", "Us" or "Our" in this Agreement) refers to Altumint Inc, 4600 Forbes Blvd., Lanham, MD 20706.
- **Device** means any device that can access the Service such as a computer, cellphone, or a digital tablet.
- **Service** refers to the Website.
- **Data** refers to motor vehicle registration data obtained for the exclusive use of issuing automated traffic enforcement Notices of Violation.
- **Terms and Conditions** (also referred to as "Terms") mean these Terms and Conditions that form the entire agreement between You and the Company regarding the use of the Service.
- **Third-party Social Media Service** means any services or content (including data, information, products, or services) provided by a third party that may be displayed, included, or made available by the Service.
- **Website** refers to Vioview, accessible from <https://vioview.altumint.com>
- **You** means the individual accessing or using the Service, or the company, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

## **Acknowledgment**

These are the Terms and Conditions governing the use of this Service and the agreement that operates between You and the Company. These Terms and Conditions set out the rights and obligations of all users regarding the use of the Service.

Your access to and use of the Service is conditioned on Your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions apply to all visitors, users and others who access or use the Service.

By accessing or using the Service You agree to be bound by these Terms and Conditions. If You disagree with any part of these Terms and Conditions, then You may not access the Service.

You represent that you are over the age of 18. The Company does not permit those under 18 to use the Service.

Your access to and use of the Service is also conditioned on Your acceptance of and compliance with the Privacy Policy of the Company. Our Privacy Policy describes Our policies and procedures on the collection, use and disclosure of Your personal information when You use the Application or the Website and tells You about Your privacy rights and how the law protects You. Please read Our Privacy Policy carefully before using Our Service.

## **Data Usage**

The Data shall only be used for the exclusive purpose of processing and issuing Notices of Violation for automated traffic enforcement violations. The Data shall not be shared with any third party. You agree to destroy any hard copies of printed Data via shredding, or other means. The Data will not be made publicly available.

## **User Accounts**

User accounts are assigned to individual users. Users agree not to share login credentials with anyone. You agree not to circumvent any authentication process to gain access to the Website.

## **Disputes Resolution**

If You have any concern or dispute about the Service, You agree to first try to resolve the dispute informally by contacting the Company.

## **For European Union (EU) Users**

If You are a European Union consumer, you will benefit from any mandatory provisions of the law of the country in which you are resident in.

## **United States Legal Compliance**

You represent and warrant that (i) You are not located in a country that is subject to the United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and (ii) You are not listed on any United

States government list of prohibited or restricted parties.

## **Severability and Waiver**

### **Severability**

If any provision of these Terms is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Terms shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall the waiver of a breach constitute a waiver of any subsequent breach.

## **Translation Interpretation**

These Terms and Conditions may have been translated if We have made them available to You on our Service. You agree that the original English text shall prevail in the case of a dispute.

## **Contact Us**

If you have any questions about these Terms and Conditions, You can contact us:

- By email: [webmaster@altumint.com](mailto:webmaster@altumint.com)
- By phone number: 888-332-8528
- By mail: 4600 Forbes Boulevard, Suite 203, Lanham, MD 20706, United States

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]